

# City of Jacksonville

117 W. Duval Street  
Jacksonville, FL 32202



## Agenda

**Thursday, September 14, 2023**

**1:00 PM**

**Council Chamber  
1st Floor, City Hall**

### **Jacksonville Waterways Commission**

*CM Jimmy Peluso, Chair*

*CM Mike Gay, Vice Chair*

*CM Tyrona Clark-Murray*

*CM Ken Amaro, Alternate*

*Jon Michael Barker*

*Robert Birtalan*

*Lane Burnett*

*Representative Kiyon Michael*

*Mark Devereaux*

*Andrew Fraden*

*Marc Hardesty*

*Richard Hartley*

*Richard J. Redick*

*Jill Haskell - General Public Rep.*

*Marshall Adkison, Ex-Officio*

*Adam Hoyles, Ex-Officio*

*Barbara Ireland Hobson, Legislative Assistant*

*Rebecca Bolton, Legislative Assistant*

*Rita Mairs, Office of General Counsel*

*Dr. Gerard Pinto, Jacksonville University*

*Jeff Clements, Chief of Research*

**1. Call To Order**

**2. Roll Call**

**3. Approval of Minutes**

**4. Presentations**

**Sunshine Presentation**

Contact:

Rita Mairs, OGC

**FIND**

**a. Discussion and selection of Find Grant Subcommittee Members**

Contact:

Janet Zimmerman, Assistant Executive Director

Brian Burkett, COJ Parks

**5. St. Johns River Status Report on Water Quality & Manatees**

Contact:

Dr. Gerard Pinto, JU

**6. Old Business**

**Selection of St. Johns Water Shoaling Subcommittee Members**

Contact:

Chair Peluso

**7. New Business**

**Discussion and Selection of St. Johns River Accord Subcommittee**

Contact:

Chair Peluso

[2023-0537](#)

**Contact:**  
**Rita Mairs**  
**Ed Lukacovic**

ORD Adopting a Small-Scale Amendmnt to the FLUM 2045 Comp Plan at 0 & 1010 Mill Creek Rd, btwn Regency Square Blvd N & Libby Rd S - (4.24± Acres) - CGC to MDR - 1010 Mill Creek, LLC (R.E. # 120877-0010 & 121150-0100) (Appl # L-5838-23C) (Dist. 1-Amaro) (Lukacovic) (LUZ) (Rezoning 2023-538)  
8/22/23 CO Introduced: LUZ, JWC  
9/6/23 LUZ Read 2nd & Rerefer  
LUZ PH - 10/3/23  
Public Hearing Pursuant to Sec 163.3187, F.S. & Ch 650, Pt 4, Ord Code - 9/26/23 & 10/10/23

[2023-0561](#)

**Contact:**  
**Wendy Kahn**

ORD Apv & Auth the Mayor, or Her Designee, & Corp Sec to Execute & Deliver a 1st Amendment to Grant Agrmt btwn the City & Mayport Waterfront, Inc. to: (1) Extend the Term of the Agrmt for a Period of 1 Yr to 9/30/24; (2) Amend the Scope of Svcs to Increase the No. of Fundraising Events & the Fundraising Goal; (3) Auth 2 Advance Payments for the Remaining Balance of Grant Funds to Recipient, the 1st in the Amt of \$62,000 Due on 10/30/23, & the 2nd in the Amt of \$36,000 Due on 1/31/24; & (4) Certain Other Amendments as Set Forth in the Amendment Auth Hereby; Waiving Sec 118.201 (f) (7) (Release of Appropriations), Pt 2 (Disbursement of City Grants), Ch 118 (City Grants), Ord Code, to Allow for Advance Payments to the Recipient; Prov for City Oversight by OED (Sawyer) (Req of Mayor)  
8/22/23 CO Introduced: NCSPHS, R, F, JWC  
9/5/23 NCSPHS Read 2nd & Rerefer  
9/5/23 R Read 2nd & Rerefer  
9/6/23 F Read 2nd & Rerefer  
Public Hearing Pursuant to Ch 166, F.S. & CR 3.601 - 9/12/23

[2023-0604](#)

**Contact:**  
**Renee Hunter**

ORD Apv & Auth that Certain Settlement Agrmt btwn the City & Franklin Dodd, Jr., as Trustee, Under Land Trust #055660 Dated 1/17/13, & Auth the Mayor, or Her Designee, & the Corp Sec to Execute & Deliver All Closing & Other Docs Relating Thereto, & to Otherwise Take All Action Necessary to Effectuate the Purposes of the Agrmt, for Acquisition by the City, at the Negotiated Settlement Price of \$180,000 in Lieu of Eminent Domain, of the Parcel Located at 281 King St, Jax, FL (R.E. #055660-0000) in Council Dist 7, to be Used for the McCoy's Creek Restoration Proj; Prov for Oversight of Acquisition of the Property by the Real Estate Div of the Dept of Public Works & Thereafter by the Dept of Public Works (Garrett) (Req of Mayor)  
9/12/23 CO Introduced: F, TEU, JWC  
Public Hearing Pursuant to Ch 166, F.S. & CR 3.601 - 9/26/23

[2023-0615](#)

**Contact:**  
**Susan Grandin**

ORD-MC Amend Various Secs of Ch 652 (Floodplain Management), Ord Code, to Incorporate the FL State Floodplain Management Office's Recommendations for the City to Maintain Current Ratings with the National Flood Insurance Prog Community Rating System; Directing that the Local Technical Amends to the FL Bldg Code Previously Accomplished in Sec 321.109 (Elevation Requirements), Ch 321 (Adoption of Bldg Code), Ord Code, Now be Prov in the Land Dev Procedures Manual by the Dev Svcs Div of the Planning & Dev Dept to Enable the Public to Have Easy Access to Those Amends; Repealing Sec 321.109 (Elevation Requirements), Ch 321 (Adoption of Bldg Code), Ord Code, in its Entirety; Creating a New Sec 321.109 (Elevation Requirements), Ch 321 (Adoption of Bldg Code), Ord Code, So That the Local Tech Amends Made to the FL Bldg Code Read Correctly Both On-Line & In Printed Form; Amend Sec 321.110 (Substantial Damage & Substantial Improvement Definitions), Ch 321 (Adoption of Bldg Code), Ord Code, to Remove Reference to the Edition of the FL Bldg Code; Amend Sec 652.203 (Basis for Estab Flood Hazard Areas), Pt 2 (Applicability), Ch 652 (Floodplain Mgmt), Ord Code, to Update the Effective Date of the Flood Insurance Rate Maps; Amend Sec 652.705 (Historic Bldgs), Pt 7 (Variances & Appeals), Ch 652 (Floodplain Mgmt), Ord Code, to Update the Ch of the Bldg Code; Creating a New Sec 652.709 (Certain Non-Elevated Accessory Structures), Pt 7 (Variances & Appeals), Ch 652 (Floodplain Mgmt), Ord Code, to Address Variances for Certain Non-Elevated Accessory Structures in a Special Flood Hazard Area; Amend Sec 652.900 (General), Pt 9 (Definitions), Ch 652 (Floodplain Mgmt), Ord Code, to Delete a Reference to Sec 652.900 (General), to Add & Revise Definitions, & Incorporate the Local Tech Amends Made to the Definitions of "Substantial Damage" & "Substantial Improvement"; Amend Sec 652.1001 (Bldgs & Structures), Pt 10 (Flood Resistant Dev), Ch 652 (Floodplain Mgmt), Ord Code, to Increase the Finished Floor Elevation Requirement in Flood Areas; Repealing Secs 652.1100 (Subdivisions), Sec 652.1200 (Site Improvements, Utilities & Limitations), Sec 652.1300 (Manufactured Homes), Sec 652.1400 (Recreational Vehicles & Park Trailers), Sec 652.1500 (Tanks), & Sec 1600 (Other Dev), Pt 10 (Flood Resistant Dev), Ch 652 (Floodplain Mgmt), Ord Code, in Their Entirety; Creating New Pts to Ch 652 (Floodplain Mgmt), Ord Code, Specifically: Pt 11 (Flood Resistant Dev - Subdivisions), Pt 12 (Flood Resistant Dev - Site Improvements, Utilities & Limitations), Pt 13 (Flood Resistant Dev - Manufactured Homes), Pt 14 (Flood Resistant Dev - Recreational Vehicles & Park Trailers), Pt 15 (Flood Resistant Dev - Tanks) & Pt 16 (Flood Resistant Dev - Other Dev), to Maintain Consistency in Formatting, Incorporate the Changes Required by the State Office of Floodplain Mgmt, Increase the Finished Floor Elevation Requirement in Flood Areas & Revise the Info to be Required on the Plat of a Subdivision in Flood Areas; Amend Sec 654.126 (Design Standards: Lots), Ch 654 (Code of Subdivision Regulations), Ord Code, to Incorporate Certain Elevation Requirements Previously Estab by the Council Thru Local Technical Amend to the FL Bldg Code; Prov for Applicability; Prov for Severability; Prov for Codification Instructions (Grandin

& Sample) (Req of Mayor)  
9/12/23 CO Introduced: NCSPHS, R, TEU, LUZ, JWC  
Public Hearing Pursuant to Ch 166, F.S. & C.R. 3.601 - 9/26/23

**8. Public Comment**

**9. Adjournment**

**Pursuant to the American with Disabilities Act, accommodations for persons with disabilities are available upon request. Please allow 1-2 business days notification to process; last minute requests will be accepted; but may not be possible to fulfill. Please contact Disabled Services Division at: V 904-255-5466, TTY-904-255-5476, or email your request to KaraT@coj.net.**

# City of Jacksonville

*1st Floor - Lynwood Roberts Room  
117 W. Duval Street*



## Meeting Minutes - Final

**Wednesday, June 14, 2023**

**9:00 AM**

**Lynwood Roberts Rm, 1st Floor, City Hall**

### **Jacksonville Waterways Commission**

*CM Nick Howland, Chair*

*CM Randy DeFoor, Vice Chair*

*CM LeAnna Cumber - Excused Late Arrival (9:09 am)*

*CM Tyrona Clark-Murray, Alternate*

*Jon Michael Barker*

*Robert Birtalan - Excused Absence*

*Lane Burnett*

*Representative Kiyon Michael*

*Mark Devereaux*

*Andrew Fraden*

*Marc Hardesty - Excused Absence*

*Richard Hartley - Excused Absence*

*Richard J. Redick*

*General Public Rep. (Vacant)*

*Marshall Adkison, Ex-Officio*

*Adam Hoyles, Ex-Officio - Late Arrival (9:05 am)*

*Barbara Ireland Hobson, Legislative Assistant*

*Rebecca Bolton, Legislative Assistant*

*Rita Mairs, Office of General Counsel*

*Dr. Gerard Pinto, Jacksonville University*

*Jeff Clements, Chief of Research*

*Jim Suber, Waterways Coordinator*

**Meeting Convened: 9:00 am****Meeting Adjourned: 10:59 am****1. Call To Order**

Chairman Howland called the meeting to order and the attendees introduced themselves for the record.

**2. Roll Call****3. Approval of Minutes**

The minutes of the May 10th, 2023 Waterways Commission were approved unanimously as distributed.

**4. St. Johns River Status Report on Water Quality & Manatees**

Contact:

Dr. Gerard Pinto, JU

Dr. Gerry Pinto of Jacksonville University's Marine Science Research Institute delivered the monthly report. Dr. Pinto participated in an aerial survey of Jacksonville and spotted 59 manatees, with none in the intercoastal waterway. There were six manatee deaths in the past month, including five watercraft-related deaths around Blount Island and one calf death due to abandonment by its mother. This brings the total deaths to 11 for the year. Dr. Pinto also noted that the river's salinity is high despite heavy rainfall. Dolphin activity is abundant and the temperature is significantly increasing. Fortunately, no toxic algae blooms have been reported yet, even though conditions are optimal for algae. Commissioner Fraden highlighted the extraordinary circumstance of five manatee deaths within one mile.

Adam Hoyles asked about a progress report on sea grass. Dr. Pinto responded that recovery is underway, with a promising exclusionary study also taking place. Commissioner Redick asked if the manatee deaths occurred in grassy areas, to which Dr. Pinto replied that the manatees were found around Blount Island, which is deeply dredged. During mating season, manatees can become disoriented and lose track of their location. In response to Commissioner Devereaux's question about the benefit of a public service announcement campaign, Dr. Pinto mentioned past PSAs, including manatee maps displayed on weather reports by Tim Deegan. Captain Suber added that these maps are distributed to boating groups to ensure awareness. CM Randy DeFoor asked about possible corrective action, to which Commissioner Devereaux remarked on the frequency of ships passing through.

**5. Old Business****St Johns River Shoaling****a. Potential Local Funding Sources for Safety Markers**

Contact:

Brian Burket, Waterfront Project Manager

Committee Chair Howland summarized actions taken at the last JWC meeting and was pleased to announce that the Council Auditor's Office found a funding source for the signage. Rita Mairs, Office of General Counsel, read the proposed legislation to appropriate funds for the signage. Mr. Devereaux remarked that \$75,000 was a significant sum and proposed he could secure donations for signage, preferring to use the City funds to investigate the problem's cause. Ms. Mairs passed the quote for signage to the Commission. Commissioner Barker inquired about the destination of unused funds, and Brian Burket from the Parks Department replied they would be returned to the General Fund. CM LeAnna Cumber questioned the signage budget, insurance, and concrete testing. Mr. Burket clarified that neither insurance nor concrete testing was needed. Commissioner Fraden added that the signage would be reusable if the situation was resolved. CM Cumber queried the timing for the signage, which will begin once the legislation is approved and moves to contracting. Commissioner Redick asked about the decision to use five buoys. Captain Suber mentioned that they defer to the engineers and State on such matters. Mr. Burket added that they always aim to be conservative with estimates rather than going back to the City Council to request more. CM DeFoor moved to approve the legislation as drafted and Mr. Barker seconded the motion. John Nooney thanked Chair Howland for allowing public comments, emphasizing safety as the project's main priority. The motion passed unanimously.

b. JU Shoal Identification Study - Cost Breakdown of a Phase I Study & Phase II Study

Contact:

Dr. Jeremy Stalker, JU

Dr. Jeremy Stalker, Jacksonville University, informed the meeting that the Shoal Identification Study was initially proposed as a two-phase study. However, incorporating the request from the prior JWC meeting resulted in three phases to the study, from which the Commission could choose which or any to proceed with. Phase one would essentially be a pre-study answering the hypothesis, "is it there or not". This phase would involve undergraduate students taking samples and counting tracer grains. Phase two would identify if the shoal is growing or moving. The third phase would be more comprehensive, involving multiple colors in multiple sources.

CM DeFoor asked if the dredge spoil is from the USMC docks, and Dr. Stalker confirmed. CM DeFoor then asked about the options once liability is established, and Mr. Burket replied that he would defer to the City Council on that matter. He also mentioned that if liability is found, the Department of Defense would likely seek to make amends.

Commissioner Devereaux extensively discussed the growing shoal. He asserted that the spoil is from the Blount Island Marine Terminal, and although they are meant to collect the spoils, they are not disposing of them correctly, leading to overflow. He expressed his support for the signage but wished that the issue could be resolved rather than simply posting signs.

Commissioner Redick shared his experience at Blount Island Marine Terminal during his time conducting bird surveys. He suggested that the study could prompt a conversation with the Marine Corps about the amount of sand they allow there. He also advocated for the study to occur during a time of dredging, which happens every other year.



Regarding liability, Commissioner Redick mentioned that they had previously engaged with the Department of Defense, but the response was that they do not have records indicating the shoal is a problem. He also doubted any intent or incompetence, suggesting they might simply lack awareness of the issue.

Chair Howland directed the Commission to the minutes of the previous meeting, explaining how the Commission arrived at the current form of the study and that they would seek funding for the study.

CM DeFoor, Chair Howland, and Commissioner Baker had a brief discussion on the process of approaching the Department of Defense. Rita Mairs, OGC, expressed her concern that the Commission was approaching the situation backwards and recommended involving lawyers at the outset.

Beth Payne, Northeast Florida Regional Council, commented on the funding for the study. They were considering Military Installation Resilience Review programs for the site but did not have a short-term solution for the study's funding.

Chair Howland requested a motion and a second to authorize the chair to work with OGC to find a funding source for Phase I of the study. Commissioner Barker moved to approve, and Commissioner Devereaux seconded. After a brief discussion about the clarity of what the motion was to approve, Chair Howland asked for a motion to withdraw the motion. Commissioner Barker moved to withdraw, and Commissioner Devereaux seconded. The motion to withdraw passed unanimously. Chair Howland then clarified the initial motion to authorize the Chair to work with OGC to find funding in the budget for Phase I of the Shoal Identification Study and authorize contracting with JU for Phase I of the study. Commissioner Barker made the motion and CM DeFoor seconded. The motion carried unanimously.

c. Northeast Florida Regional Council - Potential Federal Grant Funds Available to fund JU Study.

Contact:  
Elizabeth Payne, Chief Executive Director

#### **Cesery Bridge - Non Regulatory Signage**

Contact:  
Brian Burket, Waterfront Project Manager

Brian Burket from the Parks Department reported that the department had managed to reduce the cost of non-regulatory signage enough to fund additional signs on University Bridge and Atlantic Bridge. As for Ortega signage, they have received approval for all but one permit, with the last permit expected to be approved that day.

## **6. Review of Past Year Actions**

Chair Howland provided a brief overview of the actions the Commission has taken in the past year. Captain Suber gave an update on derelict vessels, reporting that they have received funding to remove six such vessels.

**7. Public Comment**

John Nooney made a public comment on the Tourist Development Council, amending the CIP, and the Pottsburg Creek Public Park.

**8. Adjournment**

The meeting was adjourned at 11:00 a.m.

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Cory Armstrong

Council Research

(904) 255-5140

Posting Date: 2:35 p.m. 6/20/2023

1 Introduced by the Land Use and Zoning Committee:  
2  
3

4 **ORDINANCE 2023-537**

5 AN ORDINANCE ADOPTING A SMALL-SCALE AMENDMENT TO  
6 THE FUTURE LAND USE MAP SERIES OF THE 2045  
7 *COMPREHENSIVE PLAN* BY CHANGING THE FUTURE LAND  
8 USE DESIGNATION FROM COMMUNITY/GENERAL  
9 COMMERCIAL (CGC) TO MEDIUM DENSITY RESIDENTIAL  
10 (MDR) ON APPROXIMATELY 4.24± ACRES LOCATED IN  
11 COUNCIL DISTRICT 1 AT 0 MILL CREEK ROAD AND 1010  
12 MILL CREEK ROAD, BETWEEN REGENCY SQUARE BOULEVARD  
13 NORTH AND LIBBY ROAD SOUTH (R.E. NOS. 120877-0010  
14 AND 121150-0100), OWNED BY 1010 MILL CREEK, LLC,  
15 AS MORE PARTICULARLY DESCRIBED HEREIN, PURSUANT  
16 TO APPLICATION NUMBER L-5838-23C; PROVIDING A  
17 DISCLAIMER THAT THE AMENDMENT GRANTED HEREIN  
18 SHALL NOT BE CONSTRUED AS AN EXEMPTION FROM ANY  
19 OTHER APPLICABLE LAWS; PROVIDING AN EFFECTIVE  
20 DATE.  
21

22 **WHEREAS**, pursuant to the provisions of Section 650.402(b),  
23 *Ordinance Code*, and Section 163.3187(1), *Florida Statutes*, an  
24 application for a proposed Small-Scale Amendment to the Future Land  
25 Use Map series (FLUMs) of the *2045 Comprehensive Plan* to change the  
26 Future Land Use designation from Community/General Commercial (CGC)  
27 to Medium Density Residential (MDR) on 4.24± acres of certain real  
28 property in Council District 1 was filed by Wyman Duggan, Esq. on  
29 behalf of the owner, 1010 Mill Creek, LLC; and

30 **WHEREAS**, the Planning and Development Department reviewed the  
31 proposed revision and application and has prepared a written report

1 and rendered an advisory recommendation to the City Council with  
2 respect to the proposed amendment; and

3 **WHEREAS**, the Planning Commission, acting as the Local Planning  
4 Agency (LPA), held a public hearing on this proposed amendment, with  
5 due public notice having been provided, reviewed and considered  
6 comments received during the public hearing and made its  
7 recommendation to the City Council; and

8 **WHEREAS**, the Land Use and Zoning (LUZ) Committee of the City  
9 Council held a public hearing on this proposed amendment to the *2045*  
10 *Comprehensive Plan*, pursuant to Chapter 650, Part 4, *Ordinance Code*,  
11 considered all written and oral comments received during the public  
12 hearing, and has made its recommendation to the City Council; and

13 **WHEREAS**, the City Council held a public hearing on this proposed  
14 amendment, with public notice having been provided, pursuant to  
15 Section 163.3187, *Florida Statutes*, and Chapter 650, Part 4, *Ordinance*  
16 *Code*, and considered all oral and written comments received during  
17 public hearings, including the data and analysis portions of this  
18 proposed amendment to the *2045 Comprehensive Plan* and the  
19 recommendations of the Planning and Development Department, the  
20 Planning Commission and the LUZ Committee; and

21 **WHEREAS**, in the exercise of its authority, the City Council has  
22 determined it necessary and desirable to adopt this proposed amendment  
23 to the *2045 Comprehensive Plan* to preserve and enhance present  
24 advantages, encourage the most appropriate use of land, water, and  
25 resources consistent with the public interest, overcome present  
26 deficiencies, and deal effectively with future problems which may  
27 result from the use and development of land within the City of  
28 Jacksonville; now, therefore

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

30 **Section 1. Purpose and Intent.** This Ordinance is adopted  
31 to carry out the purpose and intent of, and exercise the authority

1 set out in, the Community Planning Act, Sections 163.3161 through  
2 163.3248, *Florida Statutes*, and Chapter 166, *Florida Statutes*, as  
3 amended.

4       **Section 2.       Subject Property Location and Description.** The  
5 approximately 4.24± acres are located in Council District 1 at 0 Mill  
6 Creek Road and 1010 Mill Creek Road, between Regency Square Boulevard  
7 North and Libby Road South (R.E. Nos. 120877-0010 and 121150-0100),  
8 as more particularly described in **Exhibit 1**, dated August 10, 2023,  
9 and graphically depicted in **Exhibit 2**, both attached hereto and  
10 incorporated herein by this reference (the "Subject Property").

11       **Section 3.       Owner and Applicant Description.** The Subject  
12 Property is owned by 1010 Mill Creek, LLC. The applicant is Wyman  
13 Duggan, Esq., 1301 Riverplace Boulevard, Suite 1500, Jacksonville,  
14 Florida 32207; (904) 398-3911.

15       **Section 4.       Adoption of Small-Scale Land Use Amendment.** The  
16 City Council hereby adopts a proposed Small-Scale revision to the  
17 Future Land Use Map series of the *2045 Comprehensive Plan* by changing  
18 the Future Land Use Map designation of the Subject Property from  
19 Community/General Commercial (CGC) to Medium Density Residential  
20 (MDR), pursuant to Application Number L-5838-23C.

21       **Section 5.       Applicability, Effect and Legal Status.** The  
22 applicability and effect of the *2045 Comprehensive Plan*, as herein  
23 amended, shall be as provided in the Community Planning Act, Sections  
24 163.3161 through 163.3248, *Florida Statutes*, and this Ordinance. All  
25 development undertaken by, and all actions taken in regard to  
26 development orders by governmental agencies in regard to land which  
27 is subject to the *2045 Comprehensive Plan*, as herein amended, shall  
28 be consistent therewith as of the effective date of this amendment  
29 to the plan.

30       **Section 6.       Effective Date of this Plan Amendment.**

31       (a) If the amendment meets the criteria of Section 163.3187,

1 *Florida Statutes*, as amended, and is not challenged, the effective  
2 date of this plan amendment shall be thirty-one (31) days after  
3 adoption.

4 (b) If challenged within thirty (30) days after adoption, the  
5 plan amendment shall not become effective until the state land  
6 planning agency or the Administration Commission, respectively, issue  
7 a final order determining the adopted Small-Scale Amendment to be in  
8 compliance.

9 **Section 7. Disclaimer.** The amendment granted herein shall  
10 **not** be construed as an exemption from any other applicable local,  
11 state, or federal laws, regulations, requirements, permits or  
12 approvals. All other applicable local, state or federal permits or  
13 approvals shall be obtained before commencement of the development  
14 or use, and issuance of this amendment is based upon acknowledgement,  
15 representation and confirmation made by the applicant(s), owner(s),  
16 developer(s) and/or any authorized agent(s) or designee(s) that the  
17 subject business, development and/or use will be operated in strict  
18 compliance with all laws. Issuance of this amendment does **not**  
19 approve, promote or condone any practice or act that is prohibited  
20 or restricted by any federal, state or local laws.

21 **Section 8. Effective Date.** This Ordinance shall become  
22 effective upon signature by the Mayor or upon becoming effective  
23 without the Mayor's signature.

24  
25 Form Approved:

26  
27           /s/ Mary E. Staffopoulos          

28 Office of General Counsel

29 Legislation Prepared By: Ed Lukacovic

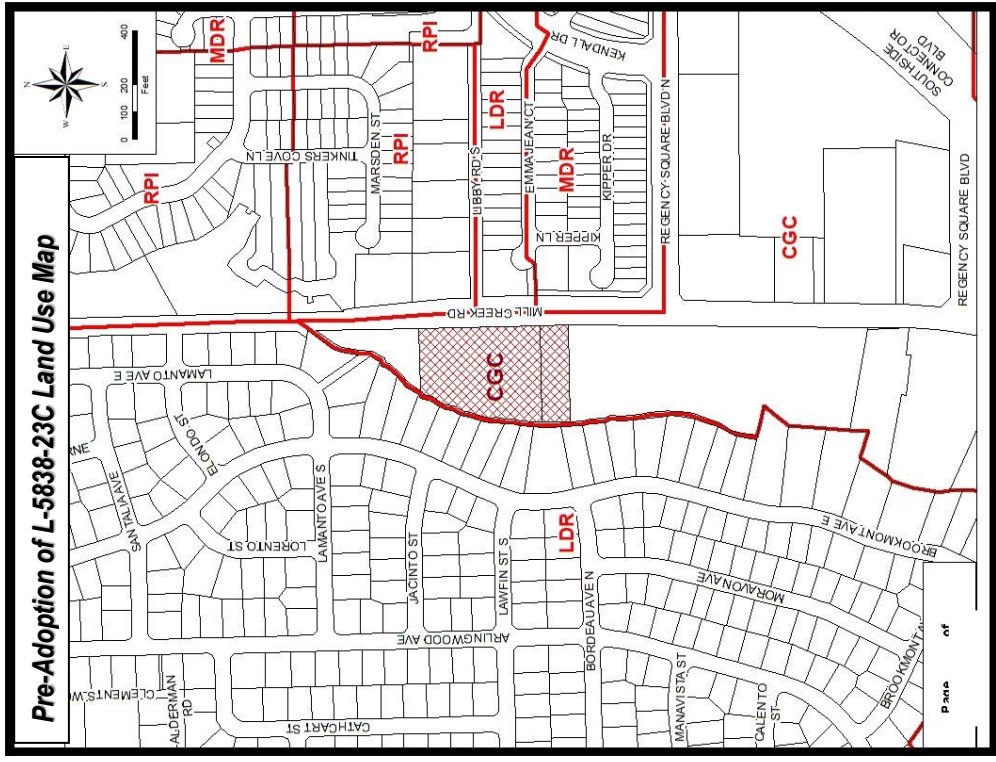
30 GC-#1582975-v1-2023-537\_(L-5838-23C)\_Waterways.docx

# **ORDINANCE 2023-537**

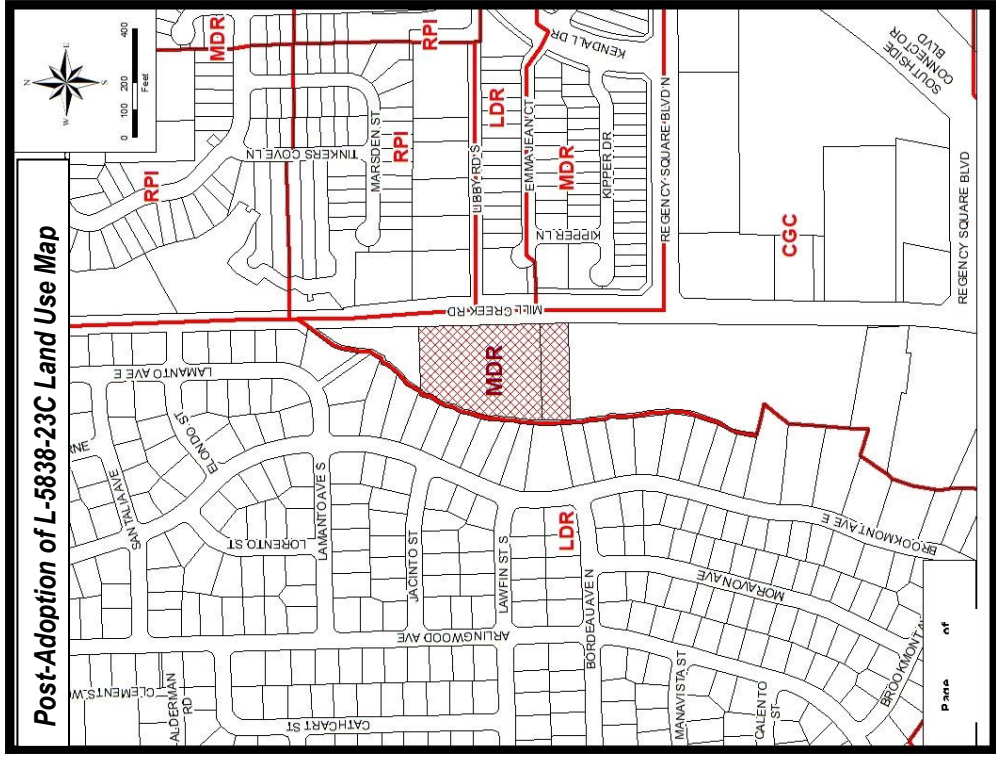
## **Legal Description**

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**Pre-Adoption of L-5838-23C Land Use Map**



**Post-Adoption of L-5838-23C Land Use Map**

**Request for Small Scale Land Use Amendment to Future Land Use Map Series**



**From: Community/General Commercial (CGC)**  
**To: Medium Density Residential (MDR)**

**Planning District: 2**

**Council District: 1**

**Identification Number: L-5838-23C**

**Exhibit 2 (Page 1 of 1)**

# Land Use Amendments

## L-5838-23C Ordinance 2023-537

### Mill Creek Road

*Waterways Commission*  
*September 14, 2023*

# L-5838-23C Land Use Amendment

Adoption Ordinance  
Ordinance Number 2023-537

## Public Hearing Dates

Planning Commission – Thursday, September 21, 2023

City Councils First Hearing – Tuesday, September 26, 2023

City Council LUZ Committee – Tuesday, October 3, 2023

Final City Council Hearing – Wednesday, October 10, 2023

# L-5838-23C (2023-537)

- ✓ Location  
1010 Mill Creek Road
- ✓ Size  
Subject Site: 4.24 Acres  
Wetlands: 1.60 Acres

- ✓ Sub-Drainage Basin  
Strawberry Creek
- ✓ Drainage Basin  
Arlington River

- ✓ Current Land Use  
Community/General Commercial (CGC)
- ✓ Proposed Land Use  
Medium Density Residential (MDR)

# Ordinance 2023-537 (L-5838-23C)

## Current Development Potential

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### Scenario 1

- CGC: 64,643.0 sq. ft. commercial space (at 0.35 FAR)

### Scenario 2

- CGC: 121 multi-family DUs in the Urban Development Area)

# Ordinance 2023-537 (L-5838-23C) Proposed Development Potential

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- MDR: 63 multi-family DUs residential (at 15 DUs/ Acre)

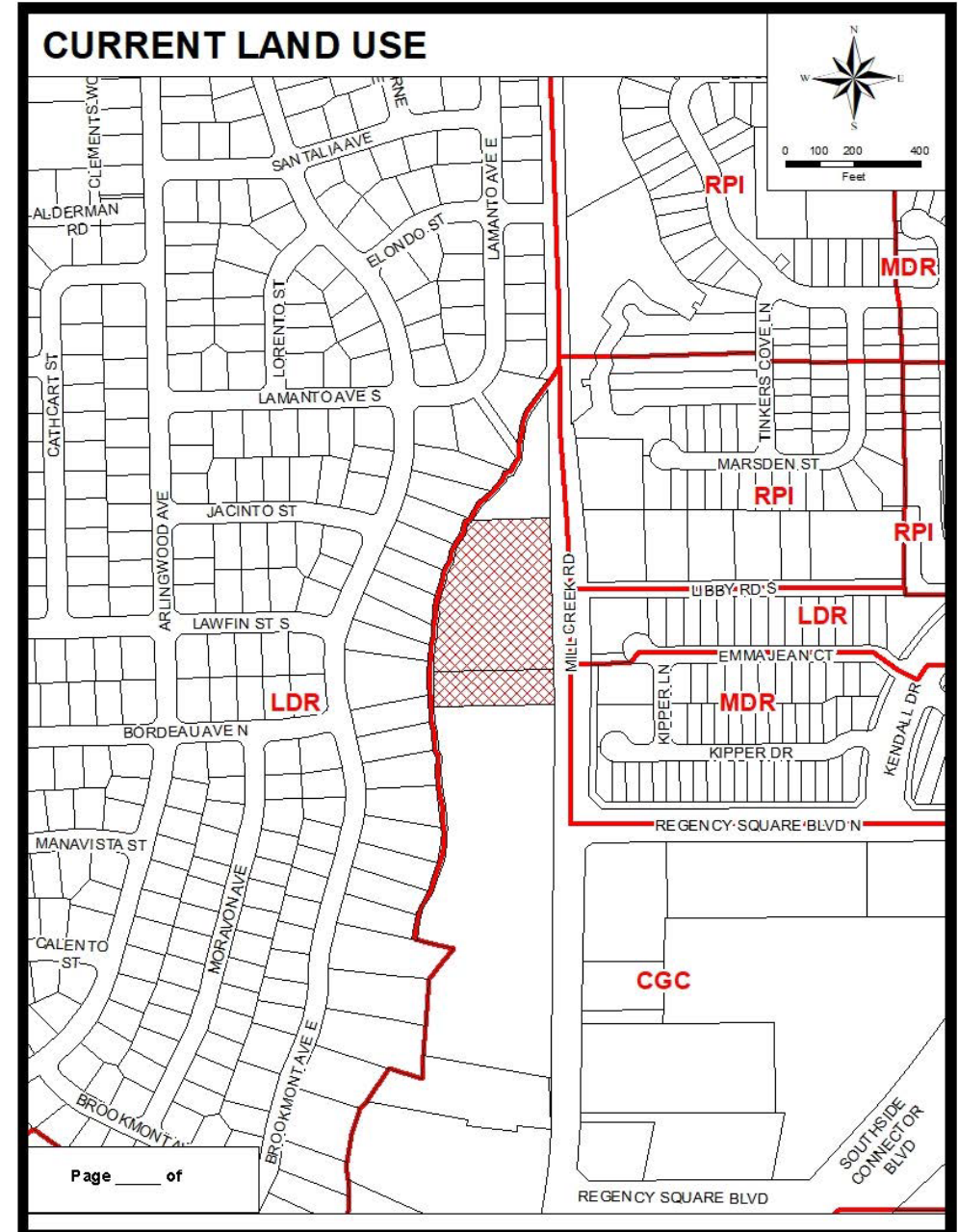
**Land Use Amendment L-5838-23C**  
**Ordinance 2023-537**  
**Land Use Map**

**Proposed Land Use**

*Medium Density Residential*

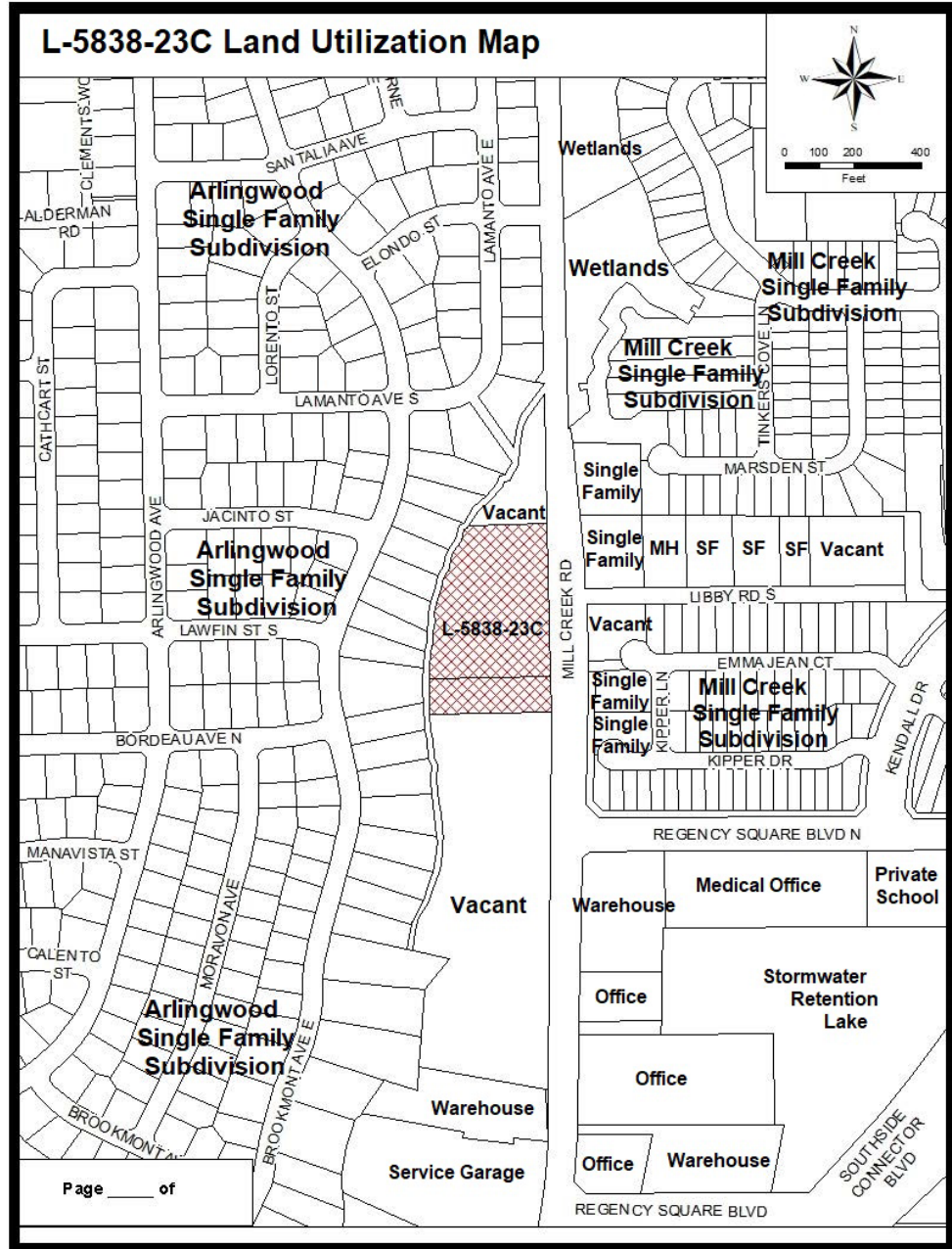
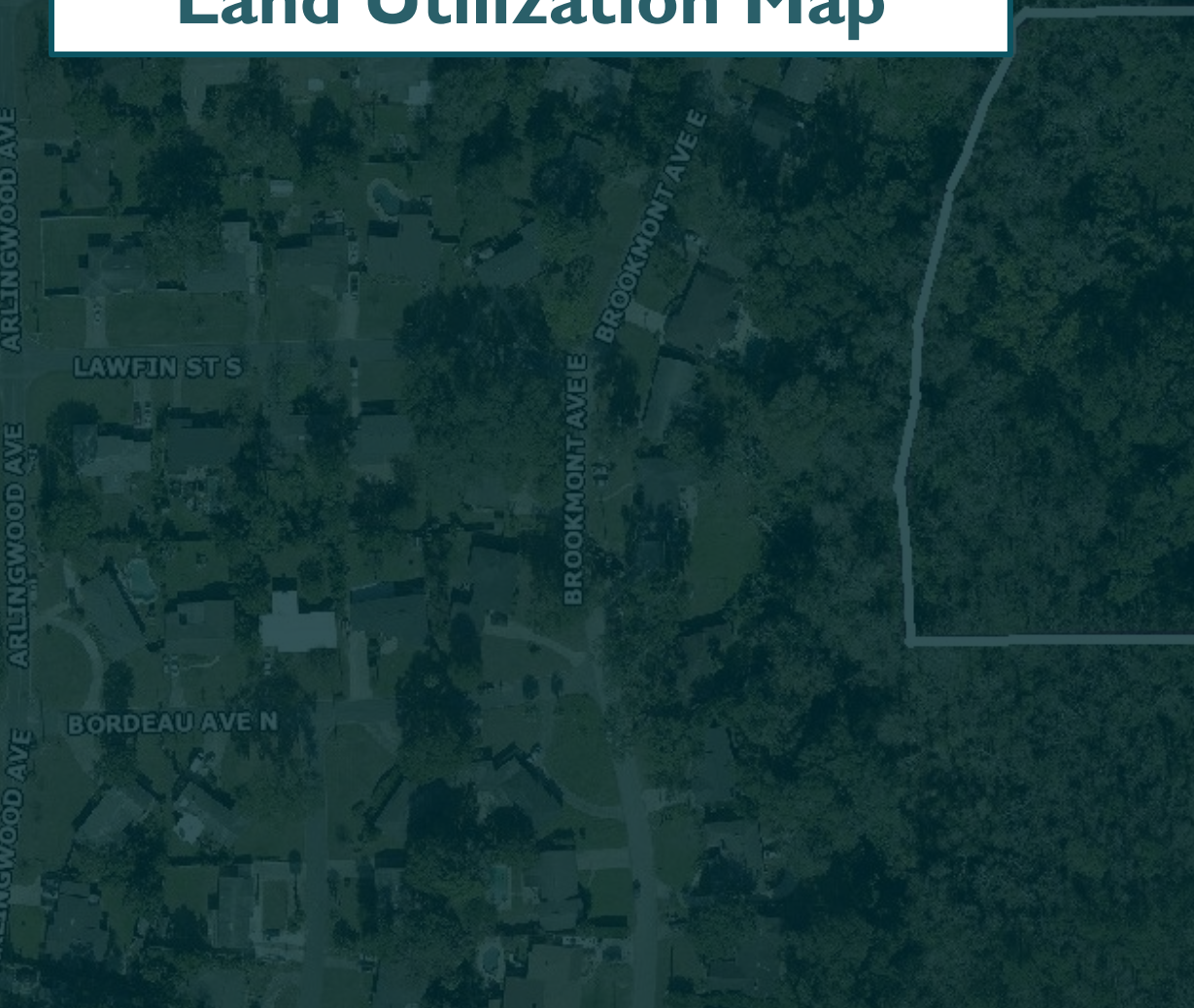
**Surrounding Land Use**

*Medium Density Residential, Low Density Residential, Residential-Professional-Institutional, and Community/General Commercial*



**Land Use Amendment L-5838-23C**  
**Ordinance 2023-537**

**Land Utilization Map**

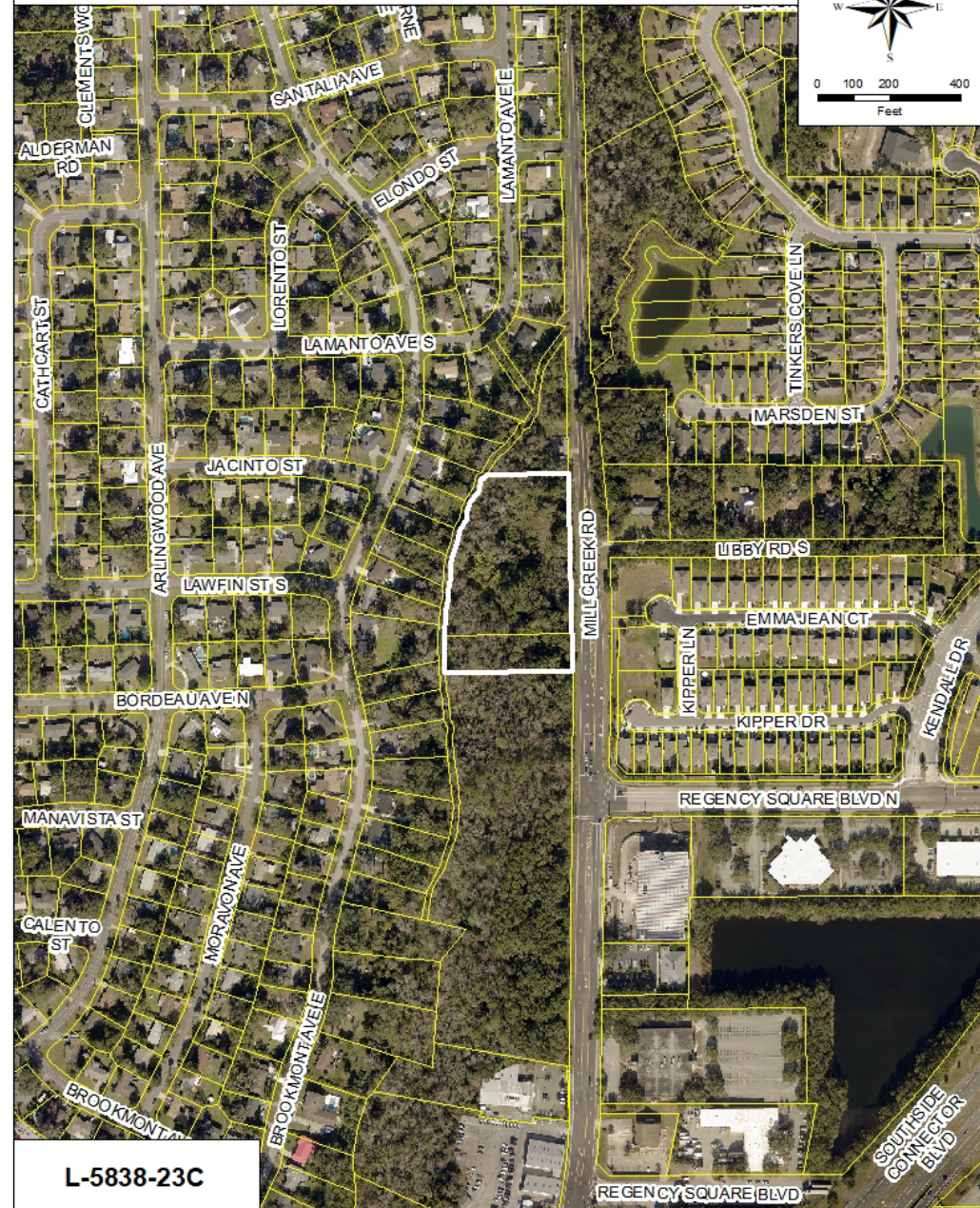




**Land Use Amendment**  
**L-5838-23C**  
**Ordinance 2023-537**

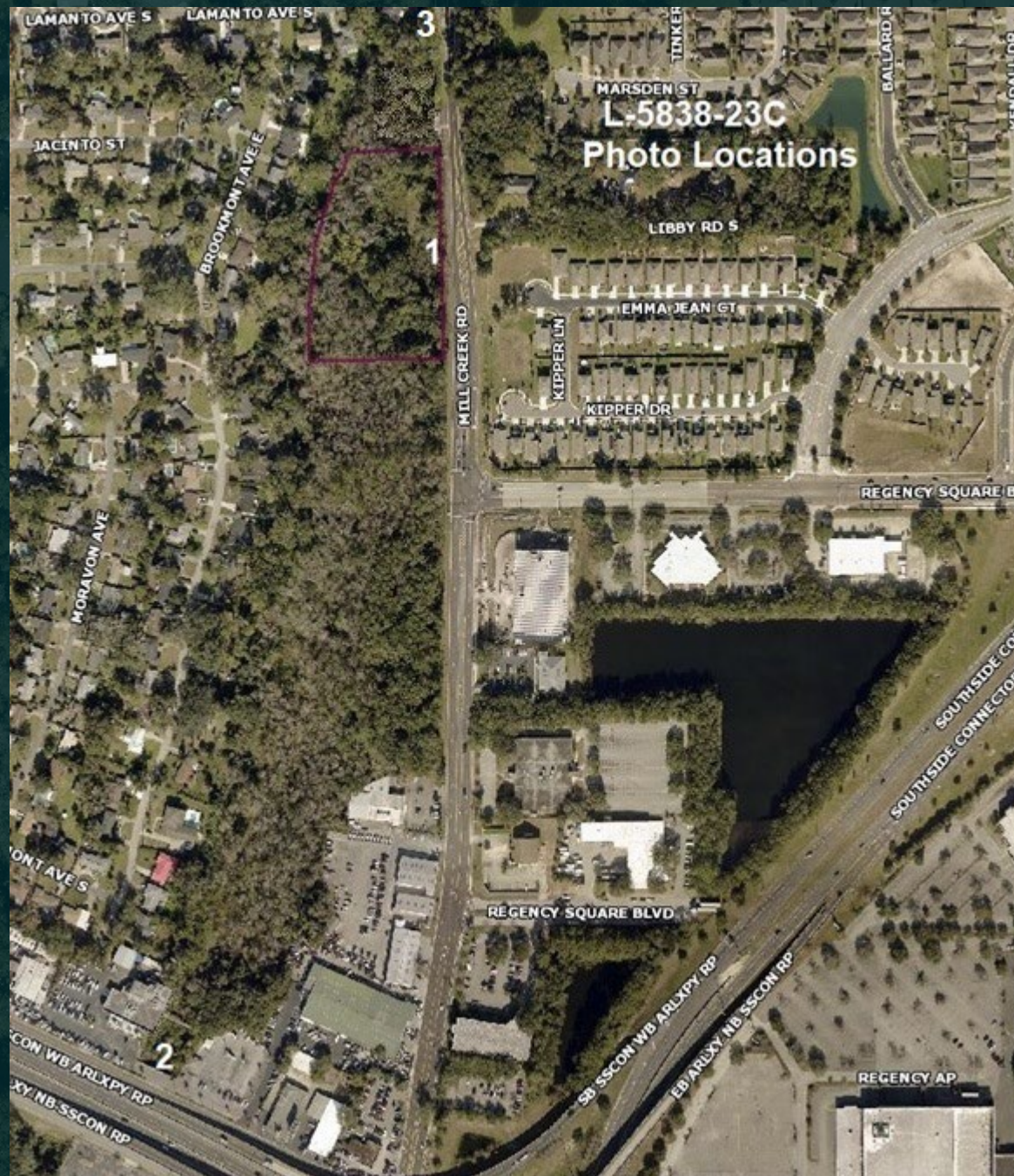
**Aerial Map**

**AERIAL MAP**



**Land Use  
Amendment  
L-5838-23C  
Ordinance 2023-  
537**

**Photo  
Locations of  
Application  
Site**



Land Use  
Amendment  
L-5838-23C  
Ordinance 2023-537

**Southwesterly  
view of  
Strawberry  
Creek from  
Mill Creek  
Road  
Application  
site 350 feet  
to the south**



**Land Use**  
**Amendment**  
**L-5838-23C**  
**Ordinance 2023-**  
**537**

**Westerly  
view of  
application  
site from  
Mill Creek  
Road**



BORDEAU AVE N

**Land Use**  
**Amendment**  
**L-5838-23C**  
**Ordinance 2023-**  
**537**

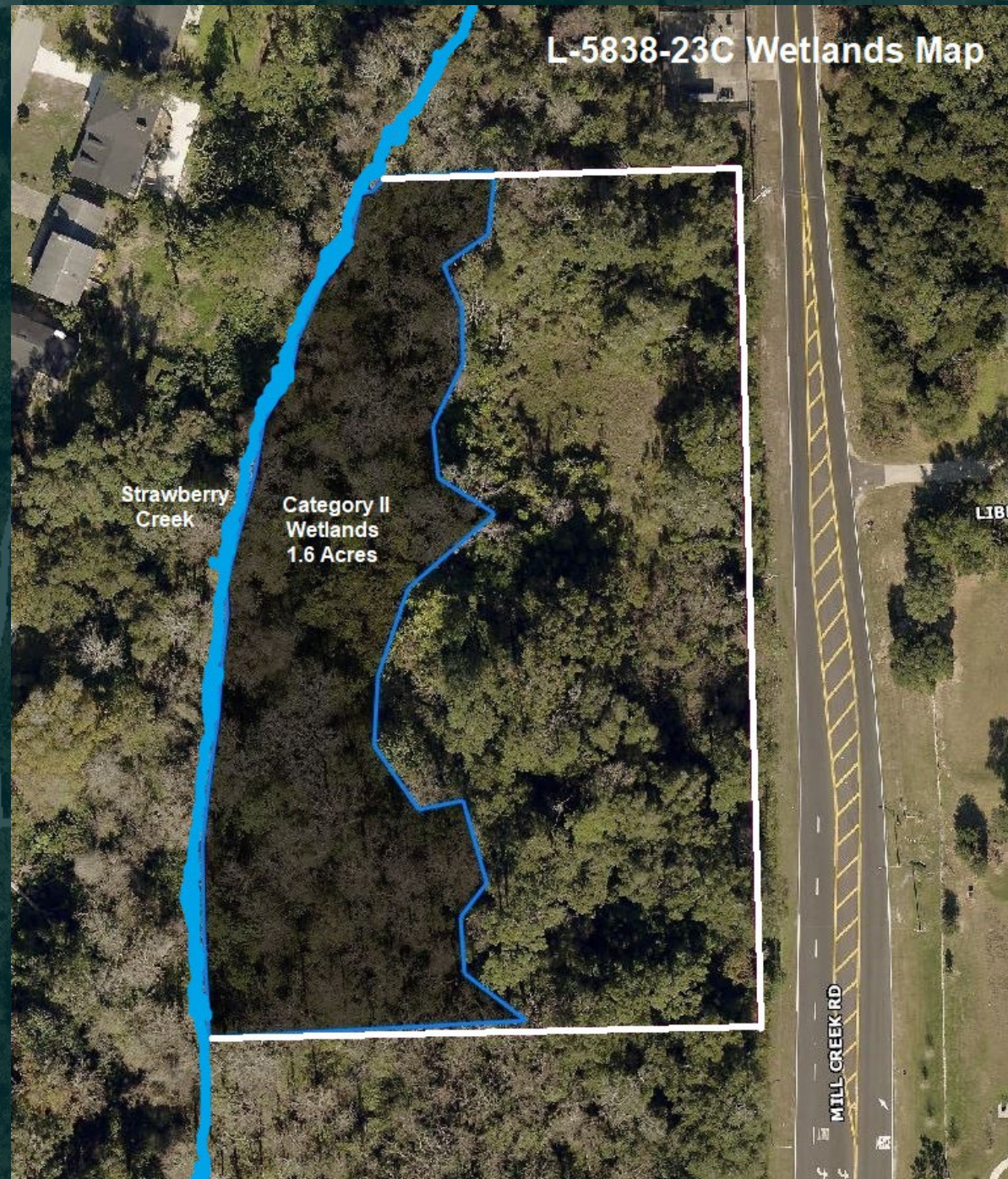
**Northerly  
view from  
Arlington  
Expressway  
Service  
Road  
Application  
site 2,000  
feet to the  
north**



**Land Use  
Amendment  
L-5838-23C  
Ordinance 2023-  
537**

**Wetlands  
Map**

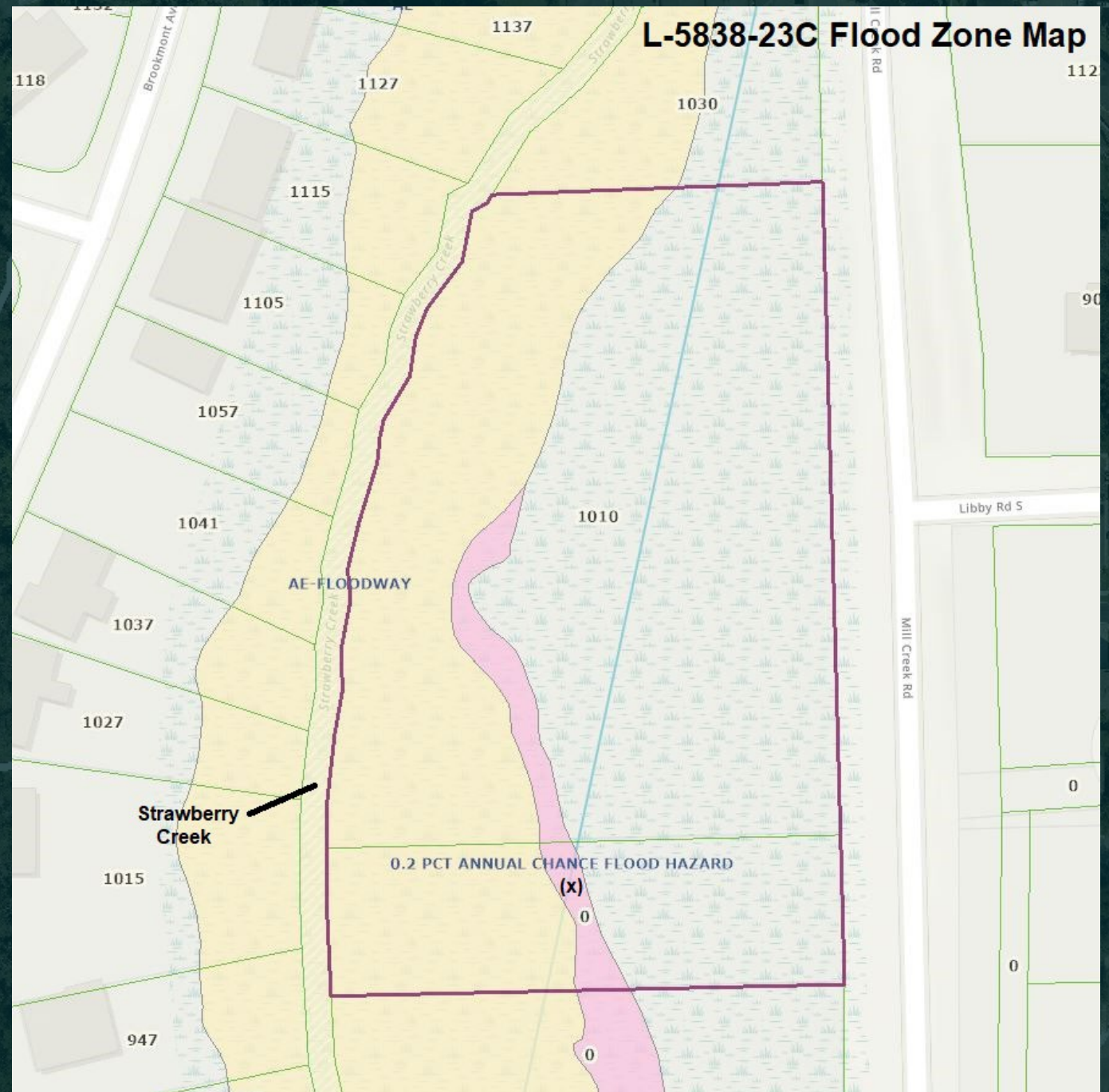
**Wetland  
Acreage 1.60  
based on City  
GIS Data**



Land Use  
Amendment  
L-5838-23C  
Ordinance 2023-  
537

**FEMA Flood  
Zones Map**

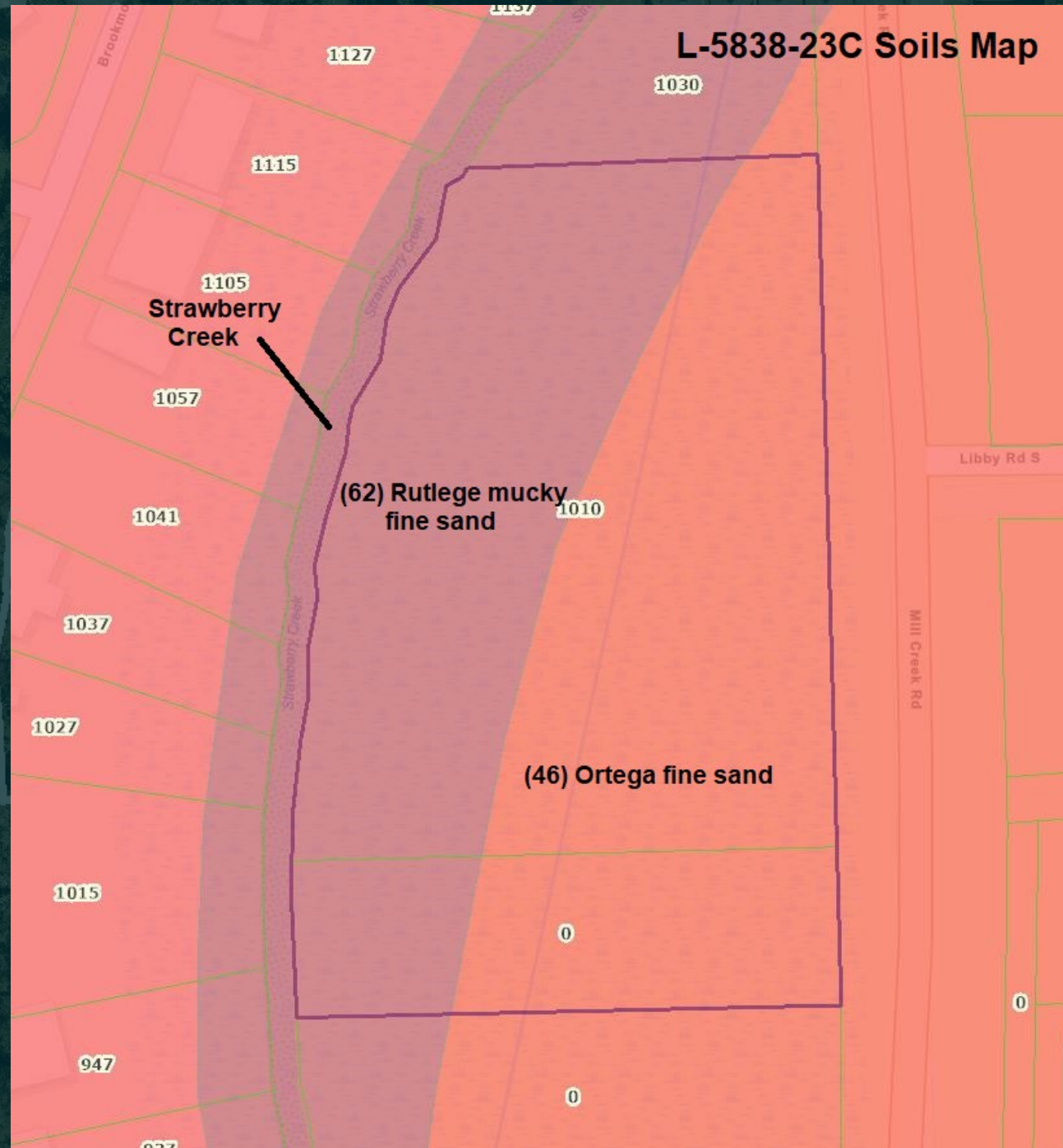
**Flood Zone Acreage**  
**AE-Floodway: 1.50**  
**0.2 Percent Chance: 0.17**



**Land Use  
Amendment  
L-5838-23C  
Ordinance 2023-  
537**

**Soils Map**

**L-5838-23C Soils Map**

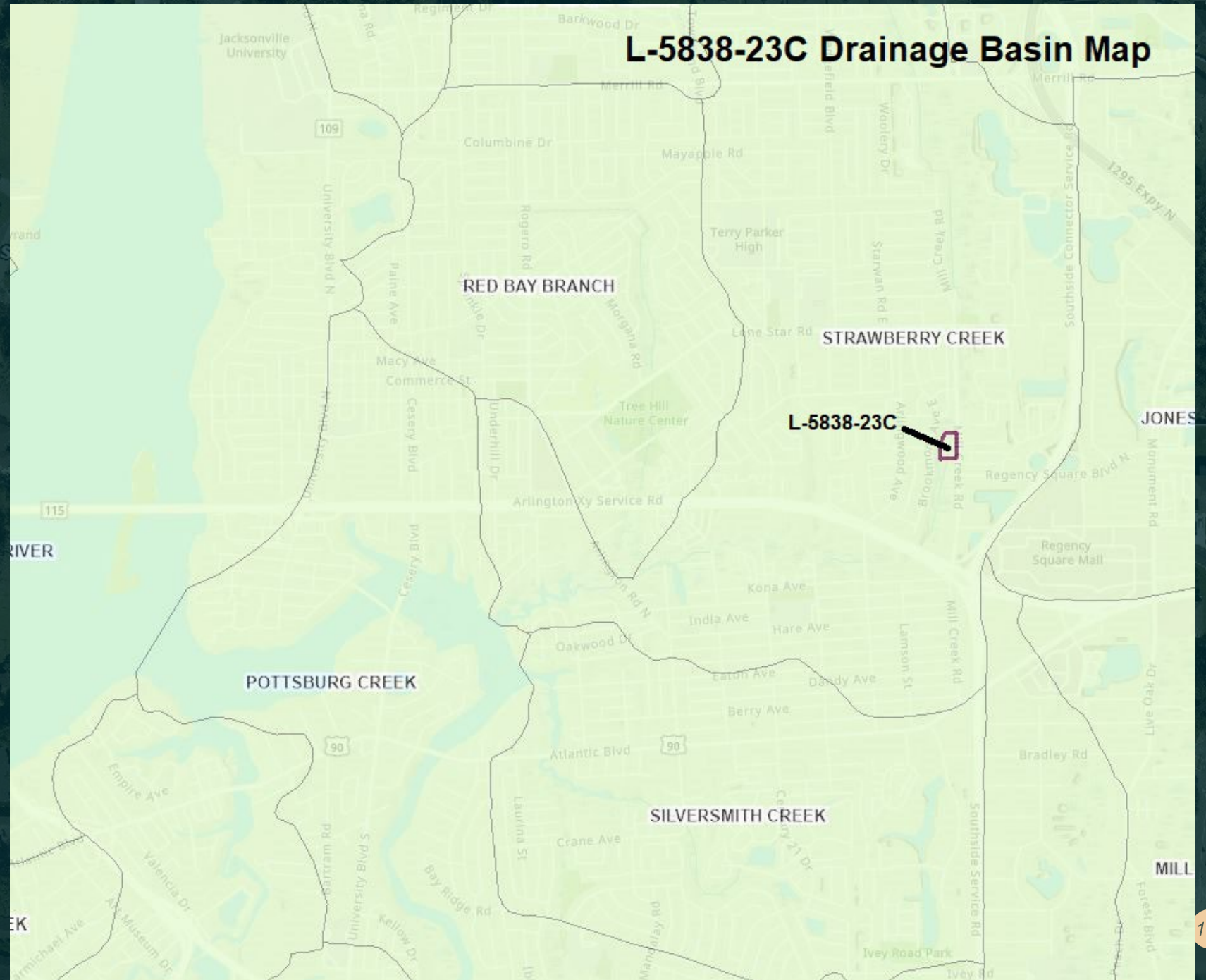




**Land Use**  
**Amendment**  
**L-5838-23C**  
**Ordinance 2023-**  
**537**

**Drainage**  
**Basins Map**

**L-5838-23C Drainage Basin Map**



**Land Use**  
**Amendment**  
**L-5838-23C**  
**Ordinance 2023-**  
**537**

**Drainage**  
**Path Map**

Application Site



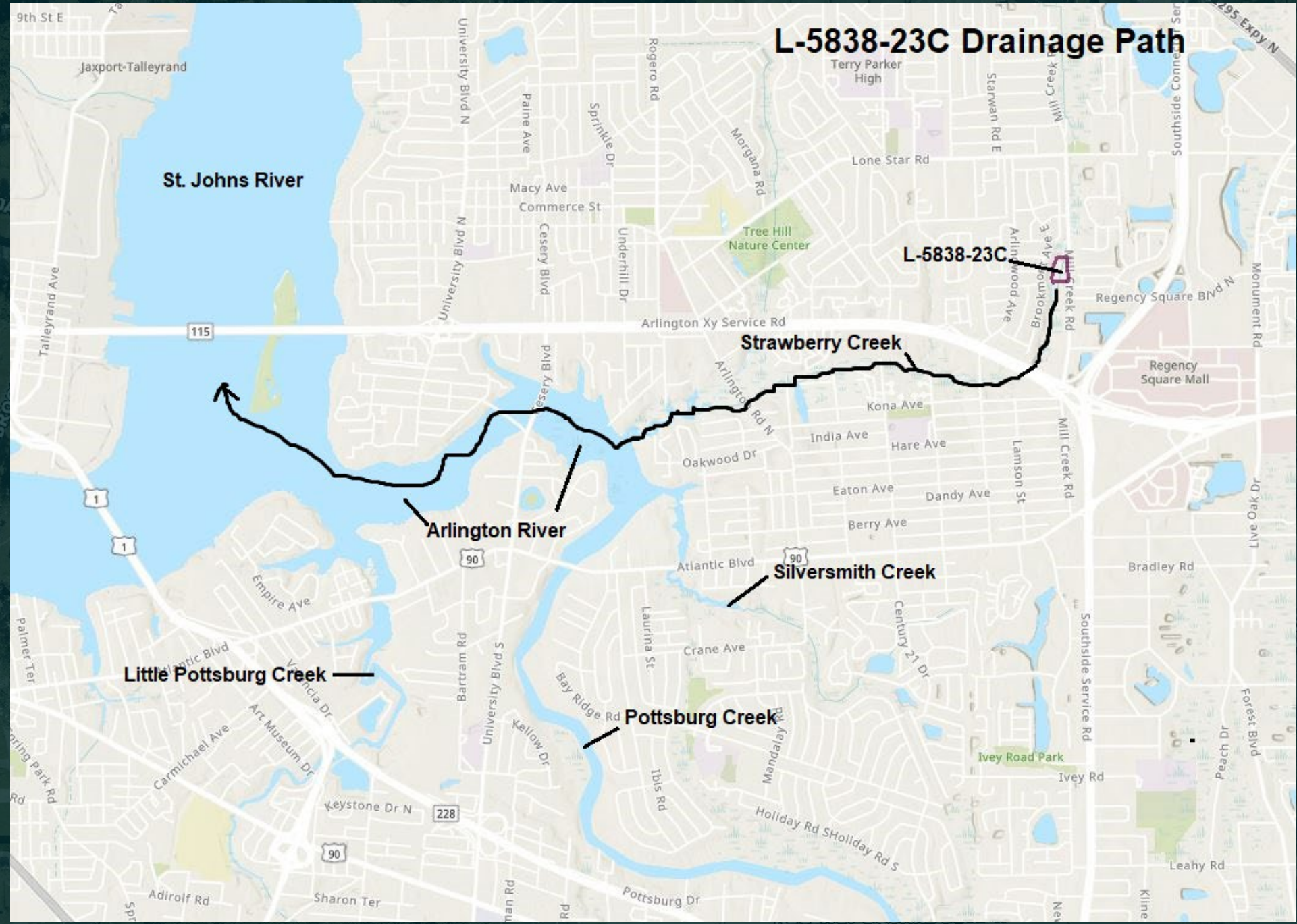
Strawberry Creek



Arlington River



St. Johns River



1 Introduced by the Council President at the request of the Mayor:  
2  
3

4 **ORDINANCE 2023-561**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE  
6 MAYOR, OR HER DESIGNEE, AND CORPORATION  
7 SECRETARY TO EXECUTE AND DELIVER A FIRST  
8 AMENDMENT ("AMENDMENT") TO GRANT AGREEMENT  
9 ("AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE  
10 ("CITY") AND MAYPORT WATERFRONT, INC.  
11 ("RECIPIENT") TO: (1) EXTEND THE TERM OF THE  
12 AGREEMENT FOR A PERIOD OF ONE YEAR TO SEPTEMBER  
13 30, 2024; (2) AMEND THE SCOPE OF SERVICES TO  
14 INCREASE THE NUMBER OF FUNDRAISING EVENTS AND  
15 THE FUNDRAISING GOAL; (3) AUTHORIZE TWO ADVANCE  
16 PAYMENTS FOR THE REMAINING BALANCE OF GRANT  
17 FUNDS TO RECIPIENT, THE FIRST IN THE AMOUNT OF  
18 \$62,000 DUE ON OCTOBER 30, 2023, AND THE SECOND  
19 IN THE AMOUNT OF \$36,000 DUE ON JANUARY 31, 2024;  
20 AND (4) CERTAIN OTHER AMENDMENTS AS SET FORTH IN  
21 THE AMENDMENT AUTHORIZED HEREBY; WAIVING SECTION  
22 118.201(F)(7) (RELEASE OF APPROPRIATIONS) PART  
23 2 (DISBURSEMENT OF CITY GRANTS) CHAPTER 118  
24 (CITY GRANTS), *ORDINANCE CODE*, TO ALLOW FOR  
25 ADVANCE PAYMENTS TO THE RECIPIENT; PROVIDING FOR  
26 CITY OVERSIGHT BY THE OFFICE OF ECONOMIC  
27 DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.  
28

29 **WHEREAS**, the City and Mayport Waterfront, Inc. ("Recipient"),  
30 previously entered into that certain FY 2022-2023 City Grant Agreement  
31 dated October 1, 2022, as authorized by Ordinance 2022-504-E (the

1 "Agreement") to provide a grant from the City to Recipient in the  
2 amount of \$140,000 to be used to develop an economic development  
3 revitalization and implementation plan (the "Plan") for Mayport  
4 Village; and

5 **WHEREAS**, the Agreement required Recipient to conduct a minimum  
6 number of fundraising events and achieve certain fundraising goals,  
7 as well as procure the Plan, and Recipient has requested to extend  
8 the initial term of the Agreement for an additional one-year period,  
9 to September 30, 2024, in order to achieve its fundraising goals and  
10 complete the Plan and other associated deliverables; and

11 **WHEREAS**, Recipient has requested the City to enter into a First  
12 Amendment to Grant Agreement substantially in the form place **On File**  
13 with the Legislative Services Division; now therefore

14 **BE IT RESOLVED** by the Council of the City of Jacksonville:

15 **Section 1. Approval and authorization to execute First**  
16 **Amendment to Grant Agreement approved.** There is hereby approved, and  
17 the Mayor or her designee and Corporation Secretary are authorized  
18 to enter into a First Amendment to Grant Agreement ("Amendment")  
19 between the City and the Recipient, substantially in the form placed  
20 **On File** with the Legislative Services Division. The Amendment extends  
21 the expiration of the term of the Agreement from September 30, 2023  
22 to September 30, 2024, amends the scope of services to reflect the  
23 same, increases the number of fundraising events required and raises  
24 the fundraising goal, and authorizes two advance payments of the  
25 remaining balance of grant funds, \$62,000 on or about October 30,  
26 2023, and \$36,000 on or about January 31, 2024, and makes certain  
27 other amendments as set forth in the Amendment, with all other terms  
28 and conditions of the Agreement remaining unchanged.

29 **Section 2. Waiving Section 118.201(F)(7), Ordinance Code.**  
30 The provisions of Section 118.201(F)(7) (Release of Appropriations),  
31 Part 2 (Disbursement of City Grants), Chapter 118 (City Grants), are

1 hereby waived to allow for advance payments to Recipient as set forth  
2 in Section 1. This waiver is justified in that it will allow the  
3 Recipient, a volunteer-based and community-led organization that does  
4 not have the finances to support reimbursement-based payments, to  
5 continue its outreach and revitalization efforts for Mayport Village.

6 **Section 3. Oversight Department.** The OED shall oversee the  
7 Agreement as amended hereby.

8 **Section 4. Effective Date.** This Ordinance shall become  
9 effective upon signature by the Mayor or upon becoming effective  
10 without the Mayor's signature.

11  
12 Form Approved:

13  
14 /s/ John Sawyer

15 Office of General Counsel

16 Legislation Prepared By: John Sawyer

17 GC-#1583690-v2-Leg\_\_2023-\_\_Mayport\_Waterfront\_Amendment\_1\_.DOCX

**FIRST AMENDMENT TO FY 2022–2023 CITY GRANT AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
MAYPORT WATERFRONT, INC.**

**THIS FIRST AMENDMENT TO FY 2022–2023 CITY GRANT AGREEMENT** (the “First Amendment”) is effective as of the \_\_ day of September 2023 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **MAYPORT WATERFRONT, INC.**, a Florida not-for-profit corporation doing business as Mayport Waterfront Partnership (the “**Recipient**”).

**RECITALS**

**WHEREAS**, the City and Recipient entered into the FY 2022-2023 City Grant Agreement dated October 1, 2022, City Contract Number 70142-23, in the grant amount of \$140,000 (the “Agreement”), pursuant to Ordinance 2022-504-E, to provide funding towards an Economic Development Implementation Plan for Mayport Village; and

**WHEREAS**, the City and Recipient desire to amend the Agreement to provide for: (i) a twelve (12) month extension of the Grant Term, from September 30, 2023 to September 30, 2024; and (ii) an amended Scope of Services for the Agreement as amended hereby set forth on **Exhibit A-1** attached hereto and incorporated herein by this reference to, in part, authorize advance funding of the balance of grant funds and increase certain fundraising goals.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are hereby incorporated herein by this reference.
2. All references in the Agreement to “September 30, 2023” are hereby deleted and replaced with “September 30, 2024”.
3. All references in the Agreement to “**Exhibit A**” are hereby deleted and replaced with “**Exhibit A-1**”.
4. Section V. of the agreement regarding Payment is hereby deleted in its entirety and replaced with the following language:

**"V. PAYMENT**

- A. As required by Section 106.431, *Ordinance Code*, the City’s maximum indebtedness for the Services to be provided by Recipient shall not exceed **One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00)** for the Program. The City Funds are payable in accordance with

**Exhibit A-1** . The City may retain an amount up to ten percent (10%) of the City Funds until all accountings, submittals, and financial reports required by this Agreement have been received and approved by the City. All accountings, submittals, and financial reports must be received and approved by the City no later than October 9, 2024, in order for Recipient to receive any remaining payments, including retainage amounts, for the Services performed during the grant period prior to October 1, 2024.

- B. All payment requests shall provide accounting backup (invoices and/or receipts along with copies of promotional materials as appropriate) and other documentation satisfactory to the City. All payment requests shall be made by Recipient on or before the 15th of the month immediately preceding the installment payment as scheduled in **Exhibit A-1** and shall be accompanied by invoices or receipts and a narrative progress report satisfactory to the City to demonstrate the Services performed by Recipient meet the requirements of this Agreement and that provision of the Services is on track for timely completion as required by this Agreement. Upon receipt and approval of Recipient's documentation of expenses, narrative progress report, and any other reports then due pursuant to this Agreement, the City shall process Recipient's payment request with the City's Accounting Division. Nothing in this section obviates Recipient's duty to submit the financial reports required by Section VII.B of this Agreement. There shall be absolutely no release of funding pursuant to this Agreement in the absence of documentation of expenses and a narrative report sufficiently demonstrating successful provision of the Services to the date of the request. Each payment request shall also include the total amount of the Services provided and expenses incurred from inception to date, and any other information the City may deem reasonable and necessary to secure the written approval of the invoice by the City. Recipient shall sign a statement certifying that the expense and narrative progress reports and any other financial reports then due do not include any information that would constitute a false official statement as defined in Section 837.06, Florida Statutes. If approved, the City shall make payments in the amounts and at the times set forth in subsection A.
- C. Except for the limited exception in Section XXVIII of this Agreement, any costs of the Services paid for under any other agreement or from any other funding source are not eligible for payment under this Agreement. Violation of this provision is a material breach of this Agreement and the City may withhold funds from any source under this Agreement or any other agreement and, notwithstanding any provision in this Agreement or in any other agreement to the contrary, immediately terminate this Agreement upon 24 hours' written notice and require the immediate return upon demand of all City Funds paid to Recipient. A violation shall also be reported to any federal, state, or other funding sources for investigation.
- D. If Recipient comes under investigation by any government or funding agency (including a City Recipient) for activities, including for example, but not limited to, misuse of grant funds, improper accounting for grant funds, multiple billing of the Services or clients to one or more funding sources, or any other improper activities, all City Funds under this Agreement may be suspended, in the sole discretion of the City, until the investigation has been resolved in Recipient's favor or the alleged misuses have been satisfactorily explained to the Council Auditors.

1. If the investigation has been resolved favorably to Recipient or if, prior to such resolution, Recipient’s explanation of the circumstances has been accepted by the Council Auditor as satisfactory, then all suspended City Funds will be paid, as appropriate.
  2. If the investigation has been resolved adversely to Recipient or if prior to such resolution, Recipient’s explanation has been found unacceptable by the Council Auditors, then this Agreement shall immediately terminate and all suspended funds shall become disencumbered and shall be returned to the general fund of the City. Furthermore, in the event of an adverse resolution, Recipient shall return to the City all misused funds, all improperly accounted for funds, and all funds subject to multiple billings.
  3. If the investigation extends beyond the expiration date of this Agreement, the City will seek legislation to avoid lapsing of funds and this Agreement will continue on a month-to-month basis, only with respect to the suspended funds, in order that such funds will not be disencumbered and returned to the City’s general fund by the passage of time.
- E. The parties agree that the absolute last date the City can request a check for reimbursement of 2022–2023 funds is October 9, 2024. Recipient shall submit the final request for funds under this Agreement, along with any supporting documentation in accordance with Section V, no later than October 7, 2024, in order for the City to request a check for payment of 2022–2023 funds, including any retainage amount being held, by October 9, 2024.”

5. Section VII. of the agreement regarding Payment is hereby deleted in its entirety and replaced with the following language:

**“VII. PROGRESS REPORTS/FINANCIAL REPORTS/PROGRAM MONITORING**

- A. The City’s Contract Administrator will be responsible for monitoring the administrative and programmatic functions of the Program. The City’s Contract Administrator for this Agreement will be Ed Randolph of the City’s Office of Economic Development or his/her appointed designee.
- B. Recipient agrees to provide the City’s Contract Administrator or his/her designee with a quarterly narrative progress report on the Program described in **Exhibit A-1** and shall include basic statistical information relevant to the Program. Distribution of each installment to Recipient shall be contingent upon prior receipt by the City of the required narrative program report that is due for the preceding quarter. Narrative program quarterly report due dates are as follows:
  - January 15, 2023;
  - April 15, 2023;
  - July 15, 2023;
  - October 15, 2023;
  - January 15, 2024;
  - April 15, 2024;
  - July 15, 2024; and
  - October 9, 2024.



Recipient shall provide the Contract Administrator with a financial report covering each month during the term of this Agreement that shall include a statement of expenditures made in each budget category and line item identified in Recipient's budget set forth in **Exhibit A-1** and all accounting back-up documentation required under Section V.B herein. Failure to submit required reports and documents in accordance with the above schedule shall result in a temporary hold on financial reimbursements until reporting is current.

- C. The City's Contract Administrator or his/her designee, at least once per year, will monitor the Program Goals and Objectives. The City's Contract Administrator will determine if Recipient's stated Program Goals and Objectives have been met or if sufficient progress has not been made toward meeting the Goals and Objectives. Failure of Recipient to maintain sufficient progress in these areas is grounds for termination of this Agreement.
- D. Pursuant to the provisions in Chapter 118, *Ordinance Code*, and except for the City's exercise of its discretion to terminate this Agreement and demand refund of public funding under Section II.B.7 of this Agreement, failure to provide reports (*i.e.*, annual report or independent audit) as required herein shall result in a certification from the Council Auditor that no further funds shall be disbursed until such reports are provided, received, and approved by the Council Auditor and the Council Auditor certifies a restoration of entitlement.
- E. The City shall have the absolute right, at all times during Recipient's normal business hours, with or without notice, to enter Recipient's administrative and programmatic premises for the purpose of conducting on-site evaluations of the administrative and programmatic functioning of the Program and Recipient's operation of the Program. Failure of Recipient to allow the City or its authorized representatives to enter its premises shall be a material breach of this Agreement and grounds for withholding funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and return to the City of all City Funds paid to Recipient under the terms of this Agreement."

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Amendment may be delivered by pdf or other electronic form and shall be acceptable and binding for all purposes.

**SAVE AND EXCEPT** as expressly amended by this instrument, the provisions, terms and conditions in said EDA shall remain unchanged and shall continue in full force and effect.

**[Remainder of page left blank intentionally; signatures on following page.]**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ATTEST:

**CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan  
Mayor

Form Approved:

**MAYPORT WATERFRONT, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
Office of General Counsel

By: \_\_\_\_\_  
Alyce Decker  
Vice President

GC-#1583569-v2-Mayport\_Waterfront\_#70142-23\_City\_Grant\_Agreement\_Amd\_#1.docx

**EXHIBIT A-1  
SCOPE OF SERVICES**

**Mayport Waterfront, Inc. d/b/a Mayport Waterfront Partnership**

**Economic Development Implementation Plan**

**Revised FY 2022-2023 City Grant Term Sheet**

---

**Grant Recipient:** Mayport Waterfront, Inc. d/b/a Mayport Waterfront Partnership (“Recipient”)  
**Program Name:** Economic Development Implementation Plan (the “Program”)  
**City Funding Request:** \$140,000.00  
**Contract/Grant Term:** October 1, 2022– September 30, 2024

**Any substantial change to this Revised FY 2022-2023 City Grant Proposal Term Sheet (the “Term Sheet”) or the attached Program budget will require City Council approval.**

**PROGRAM OVERVIEW:**

The Mayport Waterfront Partnership (MWP) is part of the Florida Working Waterfronts Program created to address the physical and economic decline of traditional working waterfront areas. Since 1997, a total of 24 communities have received designation as Waterfronts Florida Partnership Communities; Mayport Village was one of the first three designated in 1997.

JaxPort acquired the subject, now vacant, working waterfront over a decade ago, and in 2017, ownership of the parcels was transferred to the City of Jacksonville. Construction is underway on docks that will support the collaboration of OCEARCH and Jacksonville University to expand marine research and education. OCEARCH is a global non-profit organization conducting unprecedented research on our ocean's giants to help scientists collect previously unattainable data and accelerate innovation in critical scientific research, education, outreach, and policy using unique collaborations of individuals and organizations in the U.S. and abroad. The State of Florida is also supporting this effort by funding \$4.5 million for a research vessel in the recently approved state budget. Commercial dock replacement remains a vital need.

In 2021, MWP created a Development Committee committed to the revitalization and growth of Mayport Village to (a) leverage the city’s commitment to OCEARCH and Jacksonville University’s Marine Science Research Institute; (b) obtain a return on the city’s cumulative \$14 million investments since 1997 (c) and, other attributes develop partnerships with the Jacksonville Transportation Authority (JTA), the National Park Service, and the U.S. Navy. It is located in a designated Opportunity Zone per the Tax Cuts and Jobs Act of 2017 (PL 115-97). Our economic strategy is built on four key pillars of Education / Marine Research, Commercial Fishing, Historic preservation, and Tourism.

Our funding request includes programmatic expenses to facilitate the development and revitalization of Mayport Village’ working waterfront. All funds will be used in the restoration of Mayport Village as a working waterfront under the guidance and direction of the Mayport Waterfront Partnership (MWP) working with respective COJ departments and private entities.

Mayport Village continues as an active commercial fishing operation The expansion of the commercial fishing fleet is among our primary development goals via the installation of commercial docks on the south waterfront torn out by JaxPort a decade ago (when they owned the subject property). This will be achieved in continued cooperation with the City of Jacksonville’s Public Works Department and approved City of Jacksonville Comprehensive Improvement Plan (CIP) funding. In addition, we will capitalize on the historic

preservation of Mayport Village’ historic past through a collection of artifacts reflecting its origin in 1561 by French explorers and the conflict with Spain removing much of the French influence in the region. This funding will enable the implementation of our Economic Implementation Plan, enhancing the quality of life and income opportunities for all resident of Mayport Village; and its revitalization will have an impact on the entirety of Duval County and NE Florida region as it relates to economic activity from tourism and the expansion of commercial fishing opportunities.

**PROGRAM SCOPE OF WORK AND DELIVERABLES:**

The largest elements in this budget request relates to a Haskell Engineering update of their Master Plan to include predevelopment infrastructure / focus on Ocean Street Parking, and services of a grant writer. In addition, accounting and operational expenses will be needed to support the revitalization and appropriate development of the Mayport Village working waterfront to include marketing/outreach and public engagement to disseminate the Economic Development Implementation Plan. This marketing / outreach effort will provide public feedback on priorities to revitalize a thriving working waterfront community via the strategic development of the city-owned waterfront parcels with progress towards development of the City site.

Professional services will be procured to establish a website for the MWP, which will be maintained to include updates with regard to the progress made on grant applications, Haskell updates, and related activities. The first phase of the web design is expected to be complete by February 28, 2023. It is anticipated that the Haskell update will be completed by June 30, 2023. Following completion of the update, the MWP intends to submit for grants to support implementation of the Strategic Development Direction. It is estimated that two (2) grant applications will be submitted by June 30, 2023. A minimum of four (4) grant applications, in total, will be submitted by June 30, 2024. Throughout the duration of the Program, MWP will continue to pursue outreach and fundraising opportunities to inform the community of on-going efforts and to assist with implementation of the Strategic Development Direction. The goal is to host 10 events and to raise at least \$25,000 by September 30, 2024.

**PROGRAM COSTS/PAYMENT TERMS:**

See attached Revised 2022-2023 Budget Form

Haskell Engineering Vision Update - Pre-Development Infrastructure / Ocean Street Parking	\$62,500
Grant Writer - Needed research and submission for various grant opportunities	\$32,000
Administrative Assistant - Non-financial record keeping / meeting minutes	\$17,000
Other Professional Services – Website design and maintenance, event planning, social media management and other related professional services.	\$15,500
Accounting Support - CPA services will be needed to augment Recipient Treasurer records.	
No City funds will be expended for audit services.	\$7,000
Printing / Advertising – Brochures / marketing materials and renderings	\$3,500
Office Supplies - Stationary, copy paper, dry erase board, office supplies	<u>\$2,500</u>

**TOTAL REQUEST \$140,000**

The funding will be paid in 3 installments:

- The first installment paid by the City will be up to 30 percent, or a maximum of \$42,000, of program support. The initial installment of funds is to be used for the engagement of professional services.
- The remaining \$98,000 will be paid to the Recipient in 2 installments as follows:
  1. \$62,000 on or about October 30, 2023
  2. \$36,000 on or about January 31, 2024

The City is authorized to pay the above installments to Recipient upon receipt of the following: evidence that the prior installment has been fully expended on eligible activities and all prescribed services, deliverables, and payment has been made and products were provided and/or acquired in accordance with the requirements contained in the Agreement. Recipient will work with the COJ entity (Office of Economic Development) administering these funds to devise a suitable acceptable process. Invoice packages shall be submitted on a quarterly basis. A narrative report will be submitted with each invoice aligned with outcomes for the period for which payment is sought demonstrating success of the program in meeting its objectives and deliverables. Updates on Program fundraising will be included in the narrative report. Recipient will communicate in April 2023 and again in April 2024 with City regarding reimbursement process to avoid over expenditure of City funds. The final quarterly report shall include a true-up report detailing all expenditures to-date. Any funds that remain unexpended at the expiration of the agreement shall be returned to the City.

### **PROGRAM IMPACT & REPORTING:**

**Goals / Objectives:** With the overarching goal to restore Mayport Village's working waterfront, specific elements and tasks will be defined and derived via additional consultation with the Haskell Company in an update to their previous Strategic Development Direction for Mayport (Phase 1 & 2). All requested funding will be to support implementation.

**Funds Raised / Public Awareness:** The Mayport Waterfront Partnership has periodically held community cultural events to raise awareness and funds for operations. The recent Treasurer's reports a very small balance in our account: inadequate capacity scope to support the needed professional services. The City expects fund raising efforts to continue and requires updates as portion of the quarterly reporting process.

The Mayport Waterfront Partnership will continue to coordinate and collaborate with the City of Jacksonville, stakeholders, and key strategic partners to achieve this Economic Development Implementation Plan and build momentum from the previous year's achievements:

- The Florida Youth Maritime Institute has a lease with City of Jacksonville on an adjacent parcel for their operations to train at-risk youth for maritime careers at various skill levels.
- The Mayport Waterfront Partnership Development Committee collaborated with the Northeast Florida Regional Council to convene an Economic Development Implementation Plan workshop prior to submitting the Competitive Florida Partnership Grant for Florida Department of Economic Opportunity (DEO)
- Construction of the OSEARCH / JU Dock has been initiated by the City of Jacksonville Department of Public Works to support the collaboration of OSEARCH and Jacksonville University

Significant investments have been made by Duval County taxpayers into sanitary sewer and water infrastructure, underground utilities, and lighting along with enhancements to the St. Johns Ferry, and a recently completed community center. A targeted collaborative effort to achieve immediate strategic goals of the Economic Development Implementation Plan will derive a significant return on non-productive waterfront parcels. The Recipient embraces the opportunity to implement the long overdue revitalization of Mayport Village.

### **Additional Grant Requirements and Restrictions:**

Recipient's expenditure of City funds for the Program and the provision of services shall be subject to Chapter 118, Parts 1 through 5 of the *Jacksonville Ordinance Code*, and the terms and conditions of any contract entered into between the City and Recipient. Recipient shall use the City funds for the Program in

accordance with the City Council approved Term Sheet and Program budget. The City's Grant Administrator may amend this Term Sheet and the approved Program budget consistent with the Program's needs, provided that any substantial change to this Term Sheet or the approved Program budget will require City Council approval. Revisions to the Program budget in excess of 20% of the total budget are considered substantial and will require City Council approval.

**CITY COUNCIL RESEARCH DIVISION  
LEGISLATIVE SUMMARY**



**JEFFREY R. CLEMENTS**  
Chief of Research  
(904) 255-5137

117 West Duval Street  
City Hall, Suite 425  
Jacksonville, FL 32202  
FAX (904) 255-5229

**Bill Type and Number:** Ordinance 2023-561

**Introducer/Sponsor(s):** Council President at the request of the Mayor

**Date of Introduction:** August 22, 2023

**Committee(s) of Reference:** NCSPHS, F, R, Waterways Commission

**Date of Analysis:** August 24, 2023

**Type of Action:** Authorization to execute grant amendment; Ordinance Code waiver; designation of oversight agency

**Bill Summary:** The bill authorizes the mayor to execute a first amendment to the grant agreement between the City and Mayport Waterfront, Inc. to 1) extend the agreement term by one year; 2) amend the scope of services; 3) authorize two advance payments for the remaining balance of the grant; and 4) make other minor changes in the agreement. It waives a portion of Part 2 of Ordinance Code Chapter 118 – City Grants – to permit the grant to be disbursed as advance payments rather than as reimbursements. The Office of Economic Development is designated as the oversight agency for the grant.

**Background Information:** Via Ordinance 2022-504-E the council appropriated \$140,000 to Mayport Waterfront Inc. to develop an economic development revitalization and implementation plan for Mayport Village which required the organization to conduct a minimum number of fundraising events and achieve certain fundraising goals. \$42,000 has been disbursed thus far and the organization is current with its reporting obligations. The agreement is currently scheduled to end on September 30, 2023 and Mayport Waterfront has requested an extension of that deadline by one year to September of 2024 to complete the work plan. They have also requested that the funds be disbursed in scheduled installments on October 20, 2023 and January 31, 2024 rather than on a reimbursement basis, which necessitates the waiver of the usual grant condition.

**Policy Impact Area:** Grant amendment

**Fiscal Impact:** None to City; permits the payment of the remaining grant funds in scheduled installments instead of on a reimbursement basis.

**Analyst:** Clements

1 Introduced by the Council President at the request of the Mayor:  
2  
3

4 **ORDINANCE 2023-604**

5 AN ORDINANCE APPROVING AND AUTHORIZING THAT  
6 CERTAIN SETTLEMENT AGREEMENT BETWEEN THE CITY OF  
7 JACKSONVILLE AND FRANKLIN DODD, JR., AS TRUSTEE,  
8 UNDER LAND TRUST #055660 DATED JANUARY 17, 2013  
9 (THE "AGREEMENT"), AND AUTHORIZING THE MAYOR, OR  
10 HER DESIGNEE, AND THE CORPORATION SECRETARY TO  
11 EXECUTE AND DELIVER ALL CLOSING AND OTHER  
12 DOCUMENTS RELATING THERETO, AND TO OTHERWISE  
13 TAKE ALL ACTION NECESSARY TO EFFECTUATE THE  
14 PURPOSES OF THE AGREEMENT, FOR ACQUISITION BY  
15 THE CITY, AT THE NEGOTIATED SETTLEMENT PRICE OF  
16 \$180,000 IN LIEU OF EMINENT DOMAIN, OF THE  
17 PARCEL LOCATED AT 281 KING STREET, JACKSONVILLE,  
18 FLORIDA (R.E. NO. 055660-0000) IN COUNCIL  
19 DISTRICT 7, TO BE USED FOR THE MCCOY'S CREEK  
20 RESTORATION PROJECT; PROVIDING FOR OVERSIGHT OF  
21 ACQUISITION OF THE PROPERTY BY THE REAL ESTATE  
22 DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AND  
23 THEREAFTER BY THE DEPARTMENT OF PUBLIC WORKS;  
24 PROVIDING AN EFFECTIVE DATE.  
25

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

27 **WHEREAS**, the Department of Public Works has deemed it necessary  
28 to acquire the parcel located at 281 King Street, Jacksonville,  
29 Florida (R.E. No. 055660-0000), in Council District 7, as depicted  
30 on **Exhibit 1** (the "Property"), to be used for the McCoy's Creek  
31 Restoration Project (the "Project");



1           **WHEREAS**, the City intended to seek acquisition of the Property  
2 through the exercise of eminent domain; and,

3           **WHEREAS**, the City and the Property's owner [trustee] (the  
4 "Owner"), engaged in good faith pre-suit negotiations as required by  
5 section 73.015, *Florida Statutes*, and reached a Settlement Agreement  
6 contingent upon final approval by City Council; now therefore,

7           **Section 1.           Approval and Authorization.** There is hereby  
8 approved that certain Settlement Agreement between the City of  
9 Jacksonville and Franklin Dodd, Jr., as Trustee under Land Trust  
10 #055660 dated January 17, 2013 (the "Agreement"), attached hereto as  
11 **Exhibit 2** and incorporated herein by this reference. The Mayor, or  
12 her designee, and the Corporation Secretary are hereby authorized to  
13 execute and deliver on behalf of the City all such other documents  
14 necessary or appropriate to effectuate the purposes of the Agreement  
15 and this Ordinance (with such technical changes as herein authorized),  
16 including without limitation, appropriate amendments and closing  
17 statements. The Agreement provides for acquisition of clear title  
18 to the Property for a negotiated purchase price of \$180,000, inclusive  
19 of all statutory attorneys' fees and costs. The Agreement further  
20 provides a limited license for a period of up to sixty (60) days  
21 after closing for the Owner to remove any fixtures or personal  
22 property from the premises.

23           The Agreement, and any and all closing and other documents  
24 related thereto, may include such additions, deletions, and changes  
25 as may be reasonable, necessary, and incidental for carrying out the  
26 purposes thereof, as may be acceptable to the Mayor, or her designee,  
27 with such inclusion and acceptance being evidenced by execution of  
28 the Agreement by the Mayor, or her designee; provided however, no  
29 modification of the Agreement or related documents may increase the  
30 financial obligations or liability of the City to an amount in excess  
31 of the amount stated in the Agreement or decrease the financial

1 obligations or liability of the Seller, and any such modification  
2 shall be technical only and shall be subject to appropriate legal  
3 review and approval by the Office of General Counsel. For purposes  
4 of this Ordinance, the term "technical changes" is defined as those  
5 changes having no financial impact to the City, including, but not  
6 limited to, changes in legal descriptions or surveys, ingress and  
7 egress, easements and rights of way, design standards, access and  
8 site plans, resolution of title defects, if any, and other non-  
9 substantive changes that do not substantively increase the duties and  
10 responsibilities of the City under the provisions of the Agreement.

11 **Section 2. Oversight.** Unless otherwise directed by the  
12 Mayor, the Real Estate Division of the Department of Public Works  
13 shall oversee the acquisition of the Property; the Department of  
14 Public Works shall have oversight thereafter.

15 **Section 3. Effective Date.** This Ordinance shall become  
16 effective upon signature by the Mayor or upon becoming effective  
17 without the Mayor's signature.

18  
19 Form Approved:

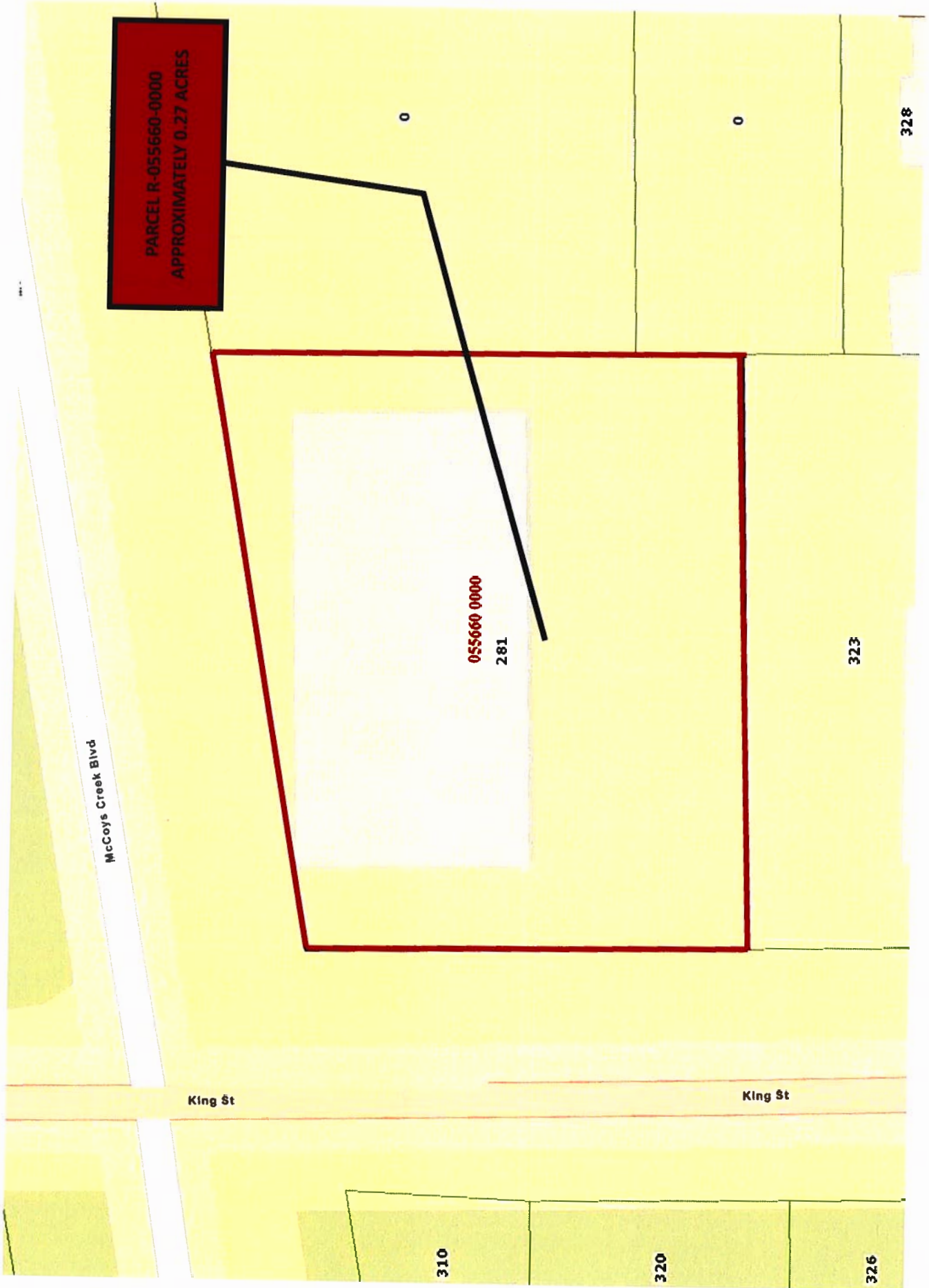
20  
21 /s/ Christopher M. Garrett

22 Office of General Counsel

23 Legislation prepared by: Christopher Garrett

24 GC-#1569786-v5-McCoy\_s\_Creek\_Legislation.docx

Parcel Map Depicting Approximate Area – Parcel R-055660-0000 | 281 King Street



Parcel Aerial Depicting Approximate Area – Parcel R-055660-0000 | 281 King Street

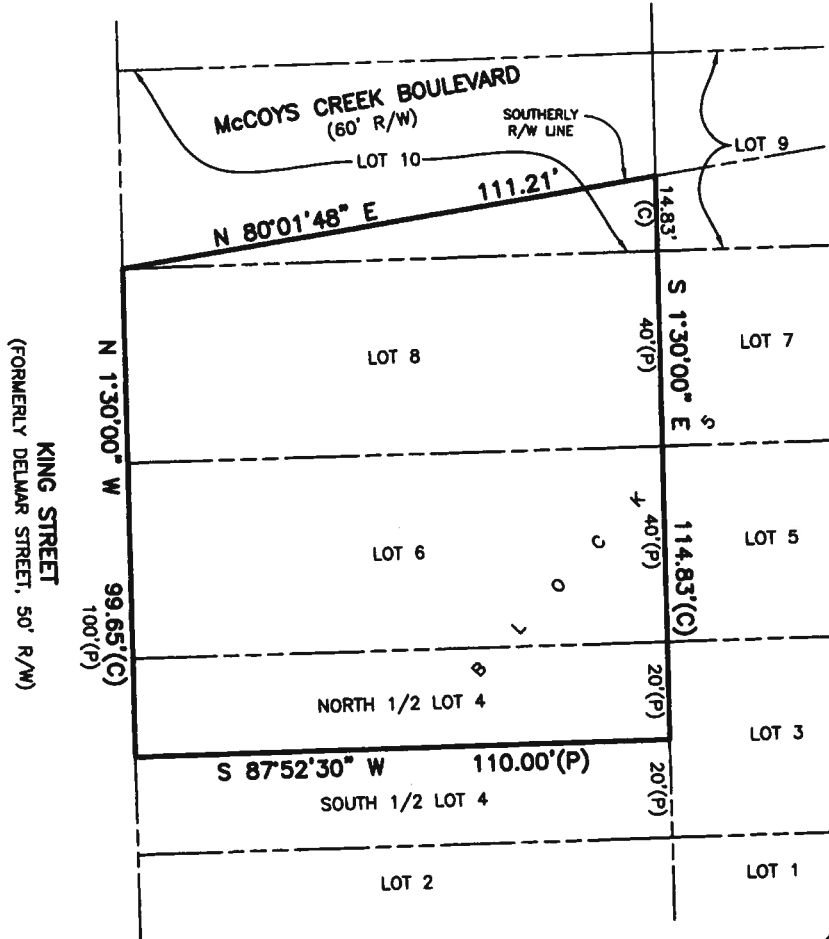


# MAP SHOWING SKETCH AND DESCRIPTION OF

THE NORTH 1/2 OF LOT 4, BLOCK 5, ALL OF LOTS 8 AND 8, BLOCK 5, ALSO THAT PORTION OF LOT 10, BLOCK 5, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF McCOYS CREEK BOULEVARD, REPLAT OF ARMINDA SMITH'S SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

BEING THE SAME LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 16742, PAGE 989.

THE ABOVE DESCRIBED LANDS CONTAINS 11,796 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.



**GENERAL NOTES:**

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND NO FIELD WORK WAS PERFORMED.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE EASTERLY LINE OF KING STREET AS NORTH 01°30'00" WEST.
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5. (C) DENOTES CITY OF JACKSONVILLE TOPOGRAPHIC MAPS. (P) DENOTES PLAT. R/W DENOTES RIGHT OF WAY.



**CERTIFICATION**  
 THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 62-17 (688-308) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

CITY OF JACKSONVILLE 214 N. HOGAN STREET, 10th FLOOR JACKSONVILLE, FLORIDA 32202	<b>ENGINEERING DIVISION</b> <b>DEPARTMENT OF PUBLIC WORKS</b> (904)255-8760	<b>LEGEND</b> <input type="checkbox"/> CONCRETE MONUMENT X—X FENCE o NAIL O IRON PIPE X CROSS CUT
DANNY S. WHEELER, STATE OF FLORIDA REGISTRATION NUMBER 6902 10th FLOOR, 214 N. HOGAN STREET 32202 (904)-255-8760		SHEET NO. 1 OF 1
DATE: <u>6-20-23</u> SCALE: <u>1"=30'</u>		
ROAD NO.: _____ ER NO.: _____		

**CITY OF JACKSONVILLE**  
**REAL ESTATE PURCHASE AGREEMENT**

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, with an address of 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202 , Attn: Corporation Secretary (the “City”) and **FRANKLIN DODD, JR, as Trustee under Land Trust #055660 dated January 17, 2013** whose address is 1533 Dunns Lake Dr. E, Jacksonville, Florida, 32218 (the “Seller”). (City and the Seller are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

**RECITALS:**

Seller is the owner of a certain parcel of real property located in Duval County, Florida, being more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the “Property”). The City desires the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities, and the City is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell the Property to the City and the City desires to purchase the Property from Seller upon the terms and conditions hereinbelow set forth.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the City and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the City and the City agrees to purchase from Seller the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Improvements Owned by Others.** The items specified on **Exhibit “B”** attached hereto and incorporated herein by reference herein, are **NOT** included in this Agreement and are not a part of the Property (a separate offer may be made for these items): N/A

3. **Purchase Price and Total Consideration Paid.** The total compensation to be paid by the City at Closing and only in the event of closing shall be **ONE HUNDRED EIGHTY THOUSAND AND NO/100 (\$180,000.00)** and is inclusive of the following:

A.	Land, Improvements, Costs	<b>\$180,000.00</b>
	<b>Total Amount Paid by City</b>	<b><u>\$180,000.00</u></b>

At Closing, the City shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by Authority; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner’s title commitment. At Closing the Seller shall pay: (i) all costs to prepare and record any documents necessary to cure any title defect; (ii) all outstanding and pro-rated taxes on the Property; and (iii) all costs to satisfy any outstanding liens or encumbrances on the Property. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney’s or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida.

4. **Conditions and Limitations.**

A. This Agreement may be subject to the final approval of the Jacksonville City Council ("City Council"). Closing shall occur within sixty (60) days after final City Council approval, if such approval is required, on a date specified by the City upon not less than ten (10) days' written notice to Seller, but no later than December 31, 2023, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the City's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

B. Seller is responsible for all taxes due on the property up to, but not including the day of closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the City or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata shares of all taxes, assessments and charges as determined by the Duval County Property Appraiser, the Duval County Tax Collector and/or other applicable governmental authority.

C. Seller is responsible for delivering marketable title to City. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to City ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

D. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying marketable record title to the Property to the City, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the City's election, be satisfied and paid with the proceeds of the Purchase Price.

E. If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

F. Seller shall complete a W-9 in the form attached as **Exhibit "E"** and shall register with the City's software system to allow the City to provide payment to the Seller.

G. Seller and City agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties.

H. Commencing on the date of Closing and terminating sixty (60) days after the Closing (if not earlier terminated by Seller), Seller shall have a limited license to enter the Property solely for the purpose of removing Seller's fixtures and personal possessions (the "License"). Anything remaining on the Property after sixty (60) days of Closing will be considered property of the City, and the City may dispose of it as it sees fit. The proceeds due to Seller from the Closing will be held in escrow by the closing agent and will be disbursed to Seller and Seller's attorney with directions to be supplied to closing agent upon written notice to the City by Seller that he is terminating the License or upon the automatic termination

of the License at the expiration of sixty (60) days after Closing, whichever is sooner. Seller shall provide notice to the City pursuant to the provision in Paragraph 6.

I. Seller agrees to indemnify and hold harmless the City, its officers, employees, agents, or instrumentalities (the indemnified parties), from any and all claims, liabilities, demands, suits, causes of action or proceedings or any kind or nature, losses or damages including attorney's fees and costs of defense, which the indemnified parties may incur arising out of the negligence, error, omission, intentional acts, or other causes arising out of or resulting from the Seller's use of the License to enter the Property including but not limited to any injury incurred by or caused by the Seller to himself or others. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the negligent acts or omissions of Seller. Seller shall pay claims and losses in connection with all of the foregoing and shall investigate and defend all claims, suits, or actions of any kind or nature, including appellate proceedings in the name of the City, and shall pay all costs and judgments and attorney's fees which may issue thereon.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and the City do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Duval County, Florida. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.



8. **Waiver of Jury Trial.** SELLER AND THE CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon City's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the City or Seller execute this Agreement.

11. **Release of City.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the City, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to the City, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages, inverse condemnation, or attorneys' fees. Nothing herein shall be deemed to release City from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Full Compensation.** Seller and City agree that all claims for compensation and damages related in any way to City's acquisition of the Property are identified and included in paragraph 3 of the Agreement, including, without limitation, all attorney's fees, costs, business damages, and non-monetary benefits (including attorney's fees associated with any claimed nonmonetary benefits), or any other fees, costs, or damages available to Seller under Chapter 73 & 74, Florida Statutes, 5<sup>th</sup> Amendment, U.S. Constitution or any other applicable laws.

13. **Settlement.** Seller and City agree and acknowledge that this Agreement, and the terms contained herein, are the product of a settlement between the Parties.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

**"SELLER"**

**FRANKLIN DODD, JR. as Trustee under  
Land Trust #055660 dated January 17, 2013**

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

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

**"CITY"**

**CITY OF JACKSONVILLE**

CITY, a body politic and political subdivision of  
the State of Florida

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

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

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

Attest:

\_\_\_\_\_  
Jim R. McCain, Jr., Corporation Secretary

APPROVED AS TO FORM:

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

Assistant General Counsel

**Exhibit "A"**  
**Legal Description**

THE NORTH 1/2 OF LOT 4, BLOCK 5, ALL OF LOTS 6 AND 8, BLOCK 5, ALSO THAT PORTION OF LOT 10, BLOCK 5, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF McCOYS CREEK BOULEVARD, REPLAT OF ARMINDA SMITH'S SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

BEING THE SAME LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 16742, PAGE 989.

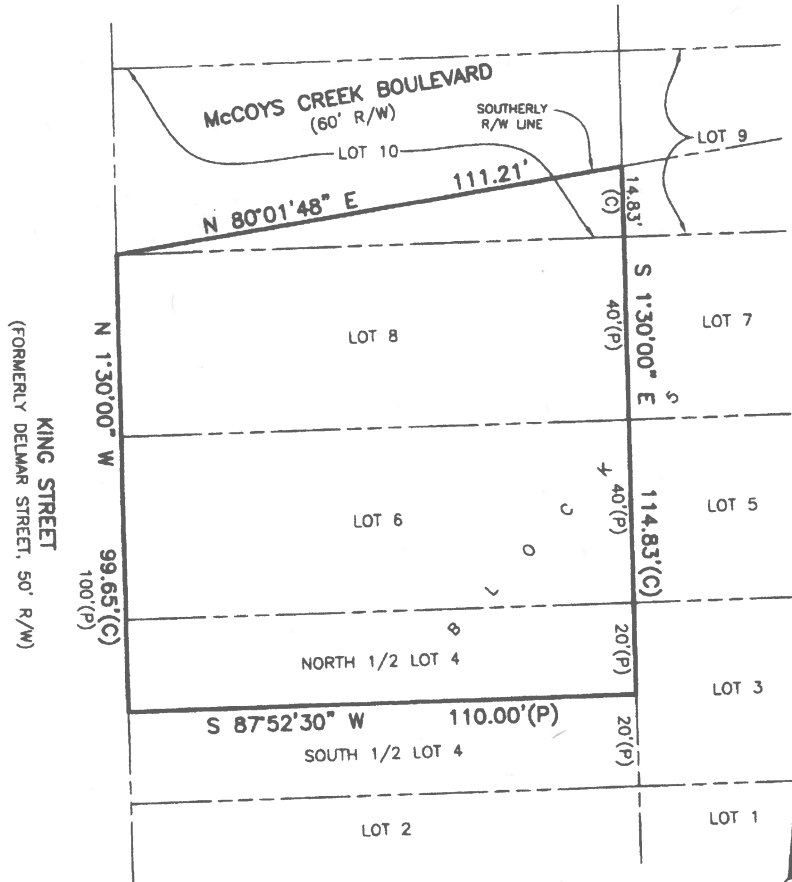
THE ABOVE DESCRIBED LANDS CONTAINS 11,796 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

## MAP SHOWING SKETCH AND DESCRIPTION OF

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**CERTIFICATION**  
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 5J-17 (088-090) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

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<p style="text-align: center;"><b>CITY OF JACKSONVILLE</b> 214 N. HOGAN STREET, 16th FLOOR JACKSONVILLE, FLORIDA 32202</p>	<p style="text-align: center;"><b>ENGINEERING DIVISION</b> DEPARTMENT OF PUBLIC WORKS (904)255-8760</p>	<p style="text-align: center;"><b>LEGEND</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> CONCRETE MONUMENT</li> <li>X-X FENCE</li> <li>o NAIL</li> <li>○ IRON PIPE</li> <li>X CROSS CUT</li> </ul>
<p style="text-align: center;"><i>Danny S. Wheeler</i> DANNY S. WHEELER, P.L.S. FLORIDA REGISTRATION NUMBER 6902 10th FLOOR, 214 N. HOGAN STREET JACKSONVILLE, FLORIDA 32202 (904)-255-8760</p>		
DATE: <u>6-20-23</u>	SCALE: <u>1"=30'</u>	SHEET NO. 1 OF 1
ROAD NO.: _____	ER NO.: _____	

**Exhibit "B"**  
N/A

**Exhibit "C"**  
**Statutory Warranty Deed**

Prepared By and Return To:  
Harry M. Wilson, IV  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville, FL 32202

### SPECIAL WARRANTY DEED

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **FRANKLIN DODD, JR.**, as Trustee under Land Trust #055660 dated January 17, 2013, whose address is 1533 Dunns Lake Drive East, Jacksonville, Florida 32218 ("Grantor"), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the state of Florida ("Grantee"), whose business address is 117 West Duval Street, Jacksonville, Florida 32202.

(When used herein, the terms "Grantor" and "Grantee" shall be construed to include masculine, feminine, singular or plural as the context permits or requires, and shall include heirs, personal representatives, successors or assigns.)

#### WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to it in hand paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, have granted, bargained and sold to the said Grantee, its successors and assigns forever, that certain land located in Duval County, Florida and more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property").

TOGETHER WITH all the tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby covenant with said Grantee that Grantor, as its interests may appear, is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

The conveyance of the Property is made subject to taxes for the year 2023 and subsequent years, to any matter that would be disclosed by an accurate and complete survey of the Property, and to easements, covenants, restrictions and matters of record, which are not reimposed hereby.

*[Signatures on the Following Pages]*

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in the name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR**

\_\_\_\_\_

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

\_\_\_\_\_

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

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

Franklin Dodd, Jr., as Trustee under Land Trust  
# 055660 dated January 17, 2013

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of *(check one)* physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Franklin Dodd, Jr., as Trustee under Land Trust # 055660 dated January 17, 2013. He *(check one)* is personally known to me, or has produced a valid driver's license as identification.

{NOTARY SEAL}

\_\_\_\_\_

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

Notary Public, State and City Aforesaid

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

Commission Number: \_\_\_\_\_



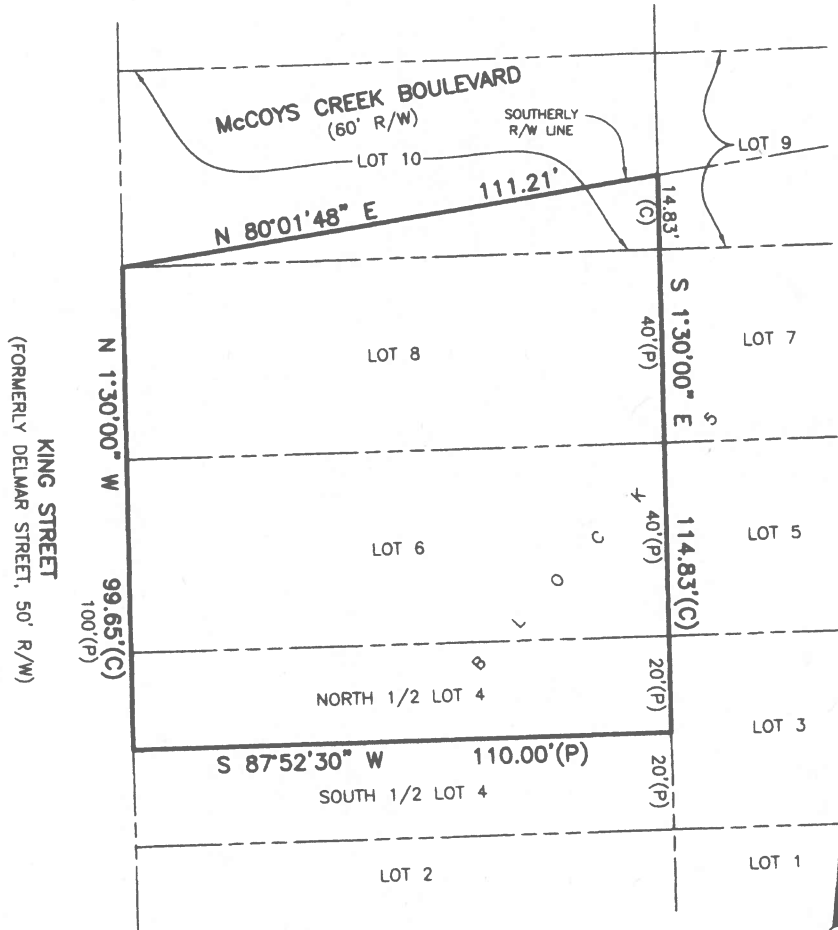
Special Warranty Deed's Exhibit A

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1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND NO FIELD WORK WAS PERFORMED.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE EASTERLY LINE OF KING STREET AS NORTH 01°30'00" WEST.
3. THIS SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAYBE EASEMENTS OF COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THE LOT SHOWN HEREON IS IN FLOOD ZONE "AE", BASE FLOOD (11.7) AS SHOWN ON FLOOD INSURANCE RATE MAP 12031C03545H FOR DUVAL COUNTY, FLORIDA, DATED 06/03/13.
5. (C) DENOTES CITY OF JACKSONVILLE TOPOGRAPHIC MAPS. (P) DENOTES PLAT. R/W DENOTES RIGHT OF WAY.



**CERTIFICATION**

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA SET FORTH BY: CHAPTER NO. 5J-17 (068-052) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

CITY OF JACKSONVILLE 214 N. HOGAN STREET, 10th FLOOR JACKSONVILLE, FLORIDA 32202	ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS (904)255-8760	<b>LEGEND</b> <input type="checkbox"/> CONCRETE MONUMENT x-x FENCE o NAIL O IRON PIPE x CROSS CUT
DANNY S. WHEELER, REGISTERED SURVEYOR 214 N. HOGAN STREET, 10th FLOOR JACKSONVILLE, FLORIDA 32202 FLORIDA REGISTRATION NUMBER 6902 (904)-255-8760		SHEET NO. 1 OF 1
DATE: <u>6-20-23</u> SCALE: <u>1"=30'</u>		
ROAD NO.: _____ ER NO.: _____		

**Public Disclosure Act**  
**Disclosure Affidavit**

(Exhibit "D" to Purchase and Sale Agreement)

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who being first duly sworn, deposes and says that he/she is the \_\_\_\_\_ of Name of partnership, limited partnership, corporation, trust or any form of representative capacity specified, holding title to real property described in Exhibit D-1 attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit D-2 attached hereto and made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and does hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes, Public Disclosure Act.

\_\_\_\_\_  
Print \_\_\_\_\_

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of (check one)  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who (check one):  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

(seal)

EXHIBIT D-1 to Beneficial Interest Affidavit  
Legal Description of Real Property

**THE NORTH 1/2 OF LOT 4, BLOCK 5, ALL OF LOTS 6 AND 8, BLOCK 5, ALSO THAT PORTION OF LOT 10, BLOCK 5, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF McCOYS CREEK BOULEVARD, REPLAT OF ARMINDA SMITH'S SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.**

**BEING THE SAME LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 16742, PAGE 989.**

**THE ABOVE DESCRIBED LANDS CONTAINS 11,796 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.**

EXHIBIT D-2 to Beneficial Interest Affidavit  
Beneficial Ownership

Name and Address of Beneficial Owner

% Ownership

**Exhibit "E"**  
**W-9 Form**

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See Instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	<b>Employer identification number</b>								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; text-align: center;">[ ] [ ] [ ] [ ]</td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; text-align: center;">[ ] [ ] [ ] [ ]</td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; text-align: center;">[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]</td> </tr> </table>	[ ] [ ] [ ] [ ]	-	[ ] [ ] [ ] [ ]	-	[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%; text-align: center;">[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]</td> <td style="width:5%; text-align: center;">-</td> <td style="width:85%; text-align: center;">[ ] [ ]</td> </tr> </table>	[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	-	[ ] [ ]
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## LEGISLATIVE FACT SHEET

DATE: 07/25/23

BT or RC No: \_\_\_\_\_  
(Administration & City Council Bills)

SPONSOR: Public Works Real Estate in Councilmember Jimmy Peluso's District 7  
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation: Renee Hunter

Provide Name: Renee Hunter, Chief, Real Estate Division

Contact Number: (904) 255-8234

Email Address: [ReneeH@coj.net](mailto:ReneeH@coj.net)

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

Please provide the Public Works Real Estate Division with authority to request legislation necessary for the City Council to authorize the Mayor to execute the attached Purchase & Sale Agreement ("PSA") in substantially the form attached. The PSA provides for the acquisition of one property currently owned by Franklin Dodd, Jr., as trustee under Land Trust #055660 dated January 17, 2013. See RE# 055660-0000 and maps attached. This PSA provides for the acquisition of 11,796 square feet (approximately 0.27 acres). The City's appraised value of the property is \$99,000, the City and owner have arrived at a negotiated settlement price of \$180,000 in lieu of eminent domain. Such agreement will be contingent on the Mayor's signature and City Council approval. This parcel is required for the completion of the McCoy's Creek Restoration Project (the "Project"). This property is at the request of the Public Works Engineering and Construction Management Division. If additional information or assistance is required, please contact Renee Hunter at 255-8234 or ReneeH@coj.net.

APPROPRIATION: Total Amount Appropriated \_\_\_\_\_ as follows:  
List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____

Name of State Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name of City of Jacksonville Fundin	From: _____	Amount: _____
	To: _____	Amount: _____

Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name & Number of Bond	From: _____	Amount: _____
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Account(s):	To:	Amount:
-------------	-----	---------

**PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:**

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The funds for the acquisition will come from: 32111.153101.561011.006210.00000000.000000.00000000
---

**ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.**

ACTION ITEMS:	Yes	No	
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Justification of Emergency: If yes, explanation must include detailed nature of emergency. <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision. <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Note: If yes, note must include explanation of all-year subfund carryover language. <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.
Contract / Agreement Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Purchase and sale agreements approved by OGC.</div>
Related RC/BT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment: If yes, attach appropriate RC/BT form(s).
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper. <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper. <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper. <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>



**ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.**

**ACTION ITEMS:**

	Yes	No	
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund? <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>
Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment: If yes, attach appropriate form(s).
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>

Division Chief:  (signature) Date: 7/25/23

Prepared By:  (signature) Date: 7/25/2023

**ADMINISTRATIVE TRANSMITTAL**

**To:** MBRC, Budget Office, St. James Suite 325

**Thru:** Brittany Norris, Intergovernmental Affairs Liaison, Office of the Mayor  
(Name, Job Title, Department)  
Phone: 255-5000 E-mail: [bnorris@coj.net](mailto:bnorris@coj.net)

**From:** Steven D. Long Jr., Director Public Works  
Initiating Department Representative (Name, Job Title, Department)  
Phone: 255-8748 E-mail: [slong@coj.net](mailto:slong@coj.net)

**Primary Contact:** Renee Hunter, Chief Real Estate Public Works  
(Name, Job Title, Department)  
Phone: 255-8235 E-mail: [reeneh@coj.net](mailto:reeneh@coj.net)

**CC:** Brittany Norris, Intergovernmental Affairs Liaison, Office of the Mayor  
Phone: 255-5000 E-mail: [bnorris@coj.net](mailto:bnorris@coj.net)

**COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL**

To: Mary Staffopoulos, Office of General Counsel, St. James Suite 480  
Phone: 255-5062 E-mail: [mstaff@coj.net](mailto:mstaff@coj.net)

From: \_\_\_\_\_  
Initiating Council Member / Independent Agency / Constitutional Officer  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Primary Contact: \_\_\_\_\_  
(Name, Job Title, Department)  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

CC: Brittany Norris, Intergovernmental Affairs Liaison, Office of the Mayor  
Phone: 255-5000 E-mail: [bnorris@coj.net](mailto:bnorris@coj.net)

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item:      **Yes**      **No**  
Boards Action / Resolution?           

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

**FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED**



City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Ed Ball Building
214 N. Hogan St., 10th floor
Jacksonville, FL 32202
www.coj.net

ONE CITY. ONE JACKSONVILLE.

July 25, 2023

TO: Karen Bowling, Chairperson
Mayor's Budget Review Committee

THRU: Steven D. Long Jr., P.E.
Director, Public Works Department

Handwritten signature of Steven D. Long Jr.

FROM: Renee Hunter
Chief, Public Works Real Estate Division

Handwritten signature of Renee Hunter

SUBJECT: Purchase and Sale Agreement for Acquiring Property for the McCoy's Creek
Restoration Project, RE# 055660-0000

Please provide the Public Works Real Estate Division with authority to request legislation necessary for the City Council to authorize the Mayor to execute the attached Purchase & Sale Agreement ("PSA") in substantially the form attached. The PSA provides for the acquisition of one property currently owned by Franklin Dodd, Jr., as trustee under Land Trust #055660 dated January 17, 2013. See RE# 055660-0000 and maps attached. This PSA provides for the acquisition of 11,796 square feet (approximately 0.27 acres). The City's appraised value of the property is \$99,000, the City and owner have arrived at a negotiated settlement price of \$180,000 in lieu of eminent domain. Such agreement will be contingent on the Mayor's signature and City Council approval. This parcel is required for the completion of the McCoy's Creek Restoration Project (the "Project"). This property is at the request of the Public Works Engineering and Construction Management Division.

If additional information or assistance is required, please contact Renee Hunter at 255-8234 or ReneeH@coj.net.

Thank you

RH/aj

APPROVED BY:
MAYOR'S BUDGET
REVIEW COMMITTEE

cc: The Honorable Jimmy Peluso, Council District 7
Chris Garrett, Office of General Counsel
Robin Smith, Public Works Engineering and Construction Management Division

DATE AUG 07 2023

Attachments

LD