

1 Introduced by Council Member White and Co-Sponsored by Council Members
2 R. Gaffney and Ferraro and substituted by the Transportation, Energy
3 and Utilities Committee:
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6 **ORDINANCE 2020-740-E**

7 AN ORDINANCE APPROPRIATING \$5,347,052.68,
8 (COMPRISED OF (1) \$5,267,052.68 WITHIN THE BETTER
9 JACKSONVILLE PLAN CECIL FIELD CONNECTOR & BRANAN-
10 CHAFFEE TO COMMERCE CENTER PROJECT AND (2)
11 \$80,000.00 AS A CONTRIBUTION FROM THE DEVELOPER)
12 FOR THE PURPOSE OF PROVIDING OAKLEAF INVESTORS,
13 LLC ("DEVELOPER"), FUNDING FOR THE CONSTRUCTION
14 AND INSPECTION OF 0.58 MILES OF THE CECIL FIELD
15 CONNECTOR ROAD PROJECT, AND TO FUND THE CITY'S
16 DESIGN, ENGINEERING, PERMITTING, CONSTRUCTION AND
17 INSPECTION OF THE REMAINING 0.36 MILES OF THE
18 CONNECTOR ROAD PROJECT; APPROVING AND AUTHORIZING
19 THE MAYOR AND CORPORATION SECRETARY TO EXECUTE
20 AND DELIVER, FOR AND ON BEHALF OF THE CITY, THE
21 "CECIL FIELD CONNECTOR ROAD COST SHARING AND
22 MOBILITY FEE CREDIT AGREEMENT" BETWEEN THE CITY
23 AND DEVELOPER FOR THE CONSTRUCTION OF 0.58 MILES
24 OF THE CECIL FOELD CONNECTOR ROAD (THE
25 "IMPROVEMENTS"), AND FOR THE AUTHORIZATION AND
26 MEMORIALIZATION OF MOBILITY FEE CREDITS IN THE
27 AMOUNT OF \$731,227.00; WAIVING THE PROVISIONS IN
28 SECTION 655.507(B) (CREDIT AGAINST MOBILITY FEE),
29 AND SECTION 655.507(C) (CALCULATION OF CREDIT),
30 CHAPTER 655 (CONCURRENCY AND MOBILITY MANAGEMENT

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

18
19 **WHEREAS**, Ordinance 2017-343-E, authorized the Copper Ridge
20 Planned Unit Development ("PUD"); and

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

27 **WHEREAS**, the City had the Cecil Field Connector Road as a
28 construction project planned and funded as part of the Better
29 Jacksonville Plan ("BJP") that would connect Branan Field Road
30 Extension to the Cecil Commerce Center, but the project has not been

1 designed or constructed; and

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

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

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

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

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

27 **WHEREAS**, the City and Developer will split 50/50 the cost of
28 construction and inspection of the Transition Area and Developer will
29 provide \$80,000 to the City for its 50% now, rather than when lane
30 realignment in the Transition Area is ultimately required; and

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

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

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

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

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

16 (a) Appropriated from:

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

18 (b) Appropriated to:

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

20 (c) Explanation of Appropriation: the appropriation above
21 consists of a \$80,000 contribution from the Developer and a
22 transfer of \$5,267,052.68 from the Engineering and Design, Right
23 of Way Acquisition, and Mitigation accounts to the Construction
24 account within the Better Jacksonville Plan Cecil Field
25 Connector & Branan-Chaffee to Commerce Center Project to
26 reimburse the Developer up to the Maximum Improvements
27 Disbursement Amount of \$2,462,034.00 as described and allocated
28 in **Exhibit 2** for: 50% of the construction and inspection costs
29 attendant to the Improvements (which includes the Transition
30 Area). The balance of the transfer and the additional \$80,000.00

1 appropriation from the Developer contribution for the Transition
2 Area will be utilized by the City to complete the 4-lane
3 boulevard up to the southern boundary of Cecil Commerce Center
4 (the "North Section").

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

16 **Section 3.** CIP Amendment. Ordinance 2020-505-E, being the
17 2021-2025 Five-Year Capital Improvement Program for the City and
18 certain of its independent agencies, is hereby amended to transfer
19 and increase funding within the project entitled "Cecil Field
20 Connector & Branan-Chaffee to Commerce Center." The project is more
21 fully described in the Project Information Sheet, attached hereto as
22 **Exhibit 3** and incorporated herein by this reference. The Council
23 finds that the deferral of this amendment of the CIP until the next
24 annual budget and CIP review will be detrimental to the best interests
25 of the community because such deferral will result in higher costs
26 to the City to build the additional two travel lanes which will
27 facilitate future development. Pursuant to Section 122.605(c),
28 Ordinance Code, enactment of this ordinance requires the affirmative
29 vote of two thirds of the Council members present at the meeting
30 because of the CIP amendment set forth in this section. This ordinance

1 shall constitute an amendment to Ordinance 2020-505-E. In all other
2 respects, the Five-Year Capital Improvement Program approved by
3 Ordinance 2020-505-E shall continue in full force and effect.

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

21 **Section 5. Waiver of the provisions in Section 655.507(b)**
22 **(Credit against mobility fee), and Section 655.507(c) (Calculation**
23 **of Credit), Chapter 655 (Concurrency and Mobility Management System),**
24 **Ordinance Code.** The City hereby waives the provisions in Section
25 655.507(b) (Credit against mobility fee), Chapter 655 (Concurrency
26 and Mobility Management System), *Ordinance Code*, to allow Mobility
27 fee credit to be provided, and credit calculated, for a transportation
28 benefit to the City other than for the construction of a
29 transportation improvement project funded entirely by the developer.
30 In this case, the transportation benefit to the City includes: : (1)

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

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

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

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

13 **Section 8. Approval and Oversight of Mobility Fee Credit.**
14 The Director of the Planning and Development Department is
15 hereby authorized to issue to the Developer Mobility Fee Credit in
16 the amount of \$731,227 for use exclusively on the Copper Ridge PUD
17 property that was approved by ordinance 2017-343-E. The Mobility Fee
18 Credit amount is based upon the Mobility Fee which would have been
19 due for the development of 310 single family residential units. The
20 Mobility Fee Credit is capped at \$731,227. As explained in Section
21 4 above, and in Exhibit K to the Agreement, attached hereto as **Exhibit**
22 **2**, the Mobility Fee Credit is being provided by the City for the
23 Developer's willingness to undertake the Improvements, which will,
24 together with the 0.36 mile portion of the boulevard that will be
25 designed and constructed by the City, provide a four-lane boulevard
26 as a "backdoor" access to the Cecil Commerce Center.

27 **Section 8. Effective Date.** This Ordinance shall become
28 effective upon signature by the Mayor or upon becoming effective
29 without the Mayor's signature.

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Form Approved:

 /s/ Susan C. Grandin

Office of General Counsel

Legislation prepared by: Susan C. Grandin and Reece Wilson

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