

1 Introduced by Council Member Ferraro:  
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4 **ORDINANCE 2021-890**

5 AN ORDINANCE APPROPRIATING A CITY MATCH OF THE  
6 TOTAL REMAINING FUNDS (CURRENTLY \$267,798.00)  
7 FROM THE AES CEDAR BAY SETTLEMENT STIPULATION  
8 ACCOUNT FUND TO CONTRIBUTE TOWARD THE  
9 ACQUISITION COST OF APPROXIMATELY 345± ACRES ON  
10 BLACK HAMMOCK ISLAND BY THE TRUST FOR PUBLIC  
11 LAND WHO, AFTER ACQUISITION, WILL CONVEY THE  
12 LAND TO THE STATE OF FLORIDA AND THE NATIONAL  
13 PARK SERVICE FOR CONSERVATION PURPOSES (THE  
14 "PROJECT"); APPROVING AND AUTHORIZING THE MAYOR,  
15 OR HIS DESIGNEE, AND THE CORPORATION SECRETARY,  
16 TO EXECUTE AND DELIVER A GRANT AGREEMENT WITH  
17 THE TRUST FOR PUBLIC LAND TO SET FORTH PAYMENT  
18 BY THE CITY; PROVIDING FOR A REVERTER OF FUNDS  
19 IF THE ACQUISITION FOR CONSERVATION PURPOSES OF  
20 ALL, OR A PORTION OF, THE PROPERTY IS NOT  
21 COMPLETED BY DECEMBER 31, 2024; PROVIDING FOR  
22 THE PARKS, RECREATION AND COMMUNITY SERVICES  
23 DEPARTMENT TO OVERSEE THE PROJECT; PROVIDING AN  
24 EFFECTIVE DATE.  
25

26 **WHEREAS**, an approximately 345±-acre parcel of land, containing  
27 1.6 miles of frontage on Pumpkin Hill Creek and 0.25 miles on Sawpit  
28 Creek (the "Property"), with access to the Intracoastal Waterway, is  
29 under contract by The Trust for Public Land ("TPL") to purchase for  
30 conservation and passive recreation such as hiking, wildlife viewing,  
31 and fishing; and

1           **WHEREAS**, the Property lies within the Nassau River-St. Johns  
2 River Marshes Aquatic Preserve and is designated as a Florida  
3 Outstanding Water; and

4           **WHEREAS**, the Property's natural cover will protect the water  
5 quality of the Nassau and St. Johns Rivers and ensure the survival  
6 of aquatic plants and animals as a refuge; and

7           **WHEREAS**, the Property contains abundant wildlife, including  
8 white-tailed deer, turkey, gopher tortoise, fox squirrels, pocket  
9 gophers, red-tailed hawks, fox and various forest-dwelling songbirds;  
10 and

11           **WHEREAS**, the resources upon which such wildlife depends is under  
12 threat of conversion to a residential subdivision; and

13           **WHEREAS**, the Property was on the original list for acquisition  
14 as part of the City's Preservation Project Jacksonville Land  
15 Acquisition Program beginning in 2002 but was never obtained because  
16 the owners were unwilling to release their beautiful land; and

17           **WHEREAS**, TPL has formed a partnership with the State of Florida  
18 Division of State Land and the National Park Service to pursue the  
19 acquisition of the Property to conserve this immense parcel and its  
20 pristine coastal hammocks and marshlands; and

21           **WHEREAS**, the acquisition plan and tasks for TPL are as follows:  
22 (1) appraise the Property and enter into a contract (complete); (2)  
23 prepare and present the acquisition proposal to Florida's Governor  
24 and Cabinet sitting as the Board of Trustees of the Internal  
25 Improvement Trust Fund for acquisition funding for the major portion  
26 of the Property (February 2022); (3) acquire the entire 345±-acre  
27 Property and convey a major portion of the Property to the State of  
28 Florida; (4) prepare and execute a Letter of Intent with the National  
29 Park Service addressing acquisition funding for the balance of the  
30 Property (funding decision by the federal government anticipated by  
31 the fourth quarter 2022); (5) convey the balance of the Property to

1 the National Park Service upon verification of the federal  
2 appropriation; and

3 **WHEREAS**, the City of Jacksonville has received funds from the  
4 Settlement Stipulation regarding the AES Cedar Bay, Inc. and Seminole  
5 Kraft Corporation v. Department of Environmental Regulation, City of  
6 Jacksonville and Department of Community Affairs, et al. (the "AES  
7 Funds") lawsuit; and

8 **WHEREAS**, pursuant to the Settlement Stipulation, use of the AES  
9 Funds are limited to the acquisition of environmentally sensitive  
10 lands within or adjacent to the Timucuan Ecological and Historic  
11 Preserve with preference given to larger parcels which can be  
12 purchased using contributions from other entities, such as the State  
13 of Florida and the National Park Service, to supplement the funds  
14 available through the AES Funds; and

15 **WHEREAS**, the Property meets the criteria for utilization of the  
16 AES Funds; now, therefore

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

18 **Section 1. Appropriation.** For the 2021-2022 fiscal year,  
19 within the City's budget, there is hereby appropriated the indicated  
20 sum from the account(s) listed in subsection (a) to the account(s)  
21 listed in subsection (b), as shown in **Exhibit 1**, attached hereto and  
22 incorporated by reference herein:

23 (a) Appropriated from:

24 See attached **Exhibit 1** \$267,798

25 (b) Appropriated to:

26 See attached **Exhibit 1** \$267,798

27 (c) Explanation of Appropriation:

28 The funding above represents an appropriation of \$267,798,  
29 plus the interest accrued, from the AES Cedar Bay  
30 Settlement Stipulation Account as described in Sec.  
31 111.130, *Ordinance Code*, for the City's contribution to

1 the acquisition of the Property by TPL, who will convey  
2 the Property to the State of Florida and the National Park  
3 Service for the Property to be put into conservation for  
4 passive recreation and as an addition to the City's Seven  
5 *Creeks Recreation Area.*

6 **Section 2. Purpose.** The purpose of this appropriation is to  
7 contribute the total remaining AES Funds (currently \$267,798) to TPL  
8 at the time that TPL acquires the Property. As state and federal  
9 funds become available, TPL will convey the Property for ownership  
10 and conservation stewardship to the State of Florida and the National  
11 Park Service. A map of the Property showing it in context to the  
12 neighboring city, state and federal lands is attached hereto as  
13 **Exhibit 2** and incorporated by reference herein.

14 **Section 3. Approval and Authorization to Execute Grant**  
15 **Agreement.** There is hereby approved, and the Mayor, or his designee,  
16 and the Corporation Secretary are hereby authorized, to execute and  
17 deliver, for and on behalf of the City, that certain Grant Agreement  
18 (the "Agreement"), substantially in the form as attached hereto as  
19 **Exhibit 3** and incorporated by reference herein.

20 **Section 4. Reverter.** In the event all or a portion of the  
21 Property has not been acquired for park purposes by December 31,  
22 2024, the \$267,798, plus interest accrued, shall revert back to the  
23 AES Cedar Bay Settlement Stipulation Account from which the money was  
24 appropriated.

25 **Section 5. Oversight.** The Mayor is requested to  
26 appoint the Department of Parks, Recreation, and Community Services  
27 to insure compliance with the Agreement and all other appropriate  
28 laws.

29 **Section 6. Effective Date.** This Ordinance shall  
30 become effective upon signature by the Mayor or upon becoming  
31 effective without the Mayor's signature.

1 Form Approved:

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3           /s/ Susan C. Grandin          

4 Office of General Counsel

5 Legislation Prepared by: Susan C. Grandin

6 *GC-#1460597-v6-Black\_Hammock\_Legislation\_*