

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ROAD JURISDICTION TRANSFER (RJT) AGREEMENT**

**DRAFT – DO NOT SIGN!**

**Florida Department of Transportation/City of Jacksonville**

THIS AGREEMENT, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called “DEPARTMENT,” and the City of Jacksonville, hereinafter called “LOCAL ENTITY.” The DEPARTMENT and the LOCAL ENTITY are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**WITNESSETH**

**WHEREAS**, the DEPARTMENT and the LOCAL ENTITY, has requested the transfer of University Blvd, Roadway Id 72110000 from milepost 0.218 to 1.688 from the State Highway System to the City Street System, as depicted on the location map, attached hereto as Exhibit “A” and the transfer form attached hereto as Exhibit “B” and this transfer is mutually agreed upon, between the LOCAL ENTITY and the DEPARTMENT,

**WHEREAS**, 23 U.S.C. 116 requires that a maintenance agreement be entered into between the DEPARTMENT and the LOCAL ENTITY if the right-of-way to be transferred to the LOCAL ENTITY contains a project constructed using federal funds. If applicable, this requirement is satisfied by execution of this Agreement,

**WHEREAS**, Section 335.0415, Florida Statutes, authorizes the Parties to enter this Agreement.

**THEREFORE**, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the LOCAL ENTITY and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the LOCAL ENTITY and the DEPARTMENT will abide. The commencement of new jurisdictional and maintenance responsibilities is the date of this agreement approval by the Department Secretary.

- (a) The LOCAL ENTITY accepts all responsibility for the road right-of-way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right-of-way at the time of transfer. The LOCAL ENTITY shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right-of-way.
- (b) The DEPARTMENT gives up all rights to the road, including the right-of-way, except as may be specified in this Agreement.
- (c) By resolution, attached hereto as Exhibit “C”, the LOCAL ENTITY has authorized its representative to enter this Transfer Agreement.

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- (d) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to any specific road to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the parties to this transfer, and the transferring party will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the parties to this transfer. These agreements shall be negotiated and signed prior to the Department Secretary approval of the final Transfer Agreement. The DEPARTMENT acknowledges that copies of any existing permits, agreements and easements have been turned over to the receiving entity for their records prior to the execution of this Agreement.
- (e) Disposition of any telemetered traffic monitoring site will be determined on an individual basis. The Traffic Monitoring Section of the Department's Transportation Data and Analytics Office, in cooperation with the Department District Office, will determine if polling the site is still desirable even if the traffic data is no longer needed for State Highway System reporting.
- (f) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the LOCAL ENTITY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations, attached hereto as Exhibit "D." If no evidence of historical or archaeological resources is discovered, the LOCAL ENTITY agrees not to adversely affect any such resources if discovered after the transfer.
- (g) Transfer of the Roadway from the DEPARTMENT to the LOCAL ENTITY shall be by right-of-way map transfer ("Map Transfer"). The DEPARTMENT shall deliver the Map Transfer to the LOCAL ENTITY within sixty (60) days of the Effective Date of this Agreement. The LOCAL ENTITY shall record the Map Transfer, at no cost to the DEPARTMENT, in the public land records of the county in which the road Jurisdiction Transfer is located within 60 days of its receipt and ensure property appraiser records are updated to accurately reflect this transfer. The LOCAL ENTITY shall provide the DEPARTMENT with a copy of the recorded conveyance document within 15 days of receipt of the same from the recording office.
- (h) Obligation of funds to be transferred to the LOCAL ENTITY must be in accordance with Section 339.135(6)(a), Florida Statutes.
- (i) Section 335.02, Florida Statutes, requires the DEPARTMENT to hold a public hearing when redesignating a transportation facility from the State Highway System. A public hearing was conducted is attached hereto as Exhibit "E."

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

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This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties may be reached by means of the following contacts:

**City of Jacksonville**

Attention: Robin G. Smith, P. E.  
City Engineer /Chief of Engineering and  
Construction  
City of Jacksonville Department of  
Public Works  
214 N. Hogan Street  
Jacksonville, FL 32202  
(904) 255-8710

**Florida Department of Transportation**

David Tyler, P. E.  
District 2 Planning Manager  
1109 South Marion Avenue  
Lake City, Florida 32025-5814  
Telephone (386) 961-7884

Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation, whatsoever; to any third party without the express specific written consent of the other.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

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**LOCAL ENTITY**

The City of Jacksonville

SIGNED BY: \_\_\_\_\_  
Title of the Authorized Signer

ATTEST: \_\_\_\_\_

LEGAL REVIEWER SIGNATURE:

\_\_\_\_\_  
Name, Title

**DEPARTMENT**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

SIGNED BY: \_\_\_\_\_  
Greg Evans  
FDOT District 2 Secretary

LEGAL REVIEWER SIGNATURE:

\_\_\_\_\_  
FDOT Office of the General Counsel

**FINAL APPROVAL BY THE SECRETARY OF TRANSPORTATION**

The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting resolution between the DEPARTMENT and the LOCAL ENTITY:

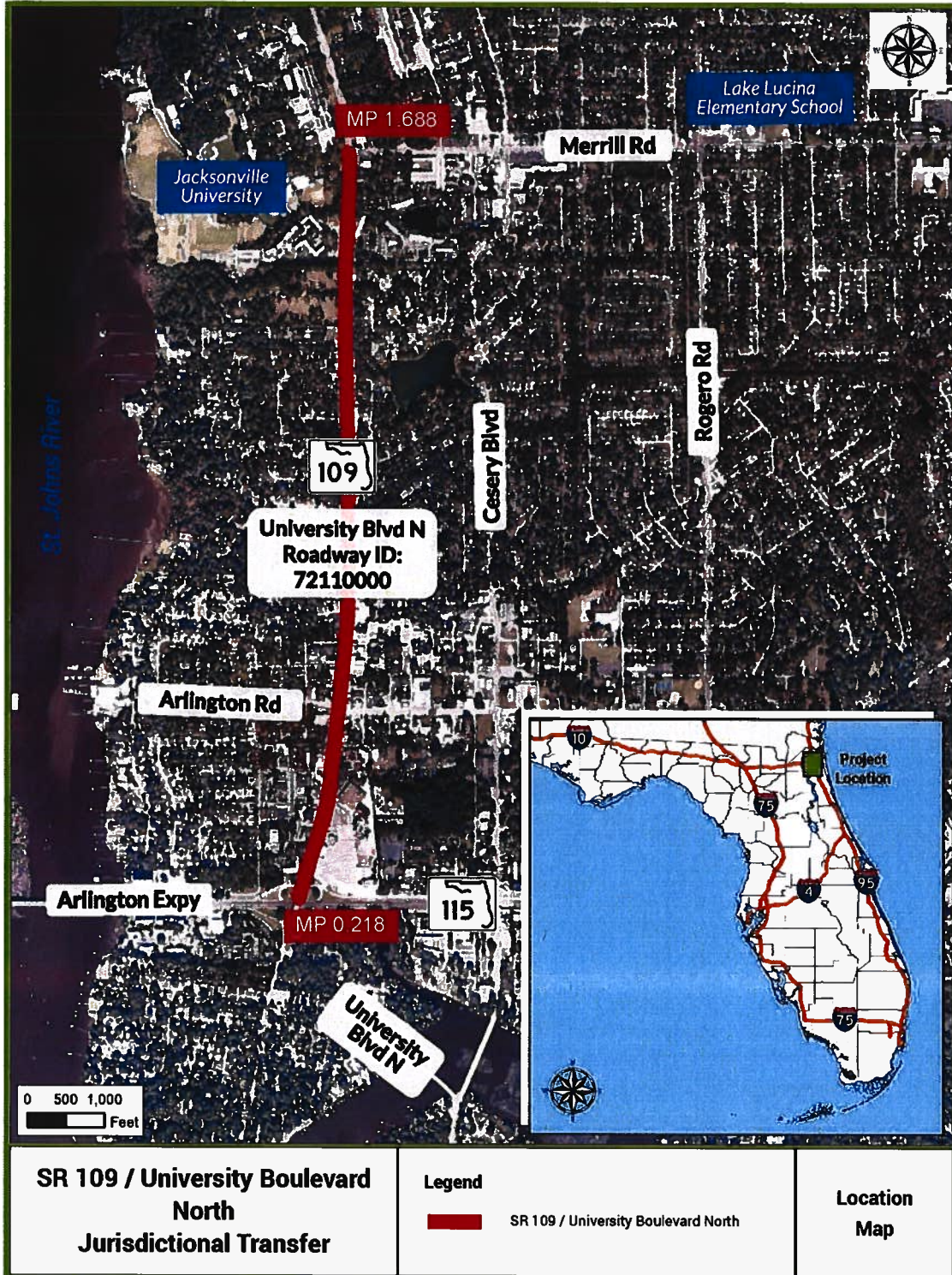
Signature and Execution Date: \_\_\_\_\_

Jared W. Perdue, P.E.  
Secretary  
State of Florida, Department of Transportation



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Exhibit "A"



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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Exhibit "B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ROAD JURISDICTION TRANSFER (RJT) Transfer Form**

**Transfer off the State Highway System – State to City**

Road Number: SR-109 Road Name: University Blvd  
District: 2 City/County: Jacksonville/Duval  
Roadway ID: 72110000 Segment Length: 1.470  
From: Matanzas Way To: End of State Maintenance  
(Beginning Mile Point: 0.218) (Ending Mile Point: 1.688)

**Status:** The City approached the Department about this transfer. Requesting approval to draft an agreement with the City of Jacksonville.

**Justification for Transfer:** The City of Jacksonville (COJ) has expressed an interest in taking over ownership and maintenance of SR-109 University Blvd between the Arlington Expressway and Merrill Road. SR-109 runs 1.688 miles north of the Arlington Expressway where it ends as a state road and becomes a local road, which was transferred to COJ in July of 2020. The roadway has no connection to another state road on the north end.

COJ is interested in taking over the roadway as part of their long-term plans to revitalize the area. COJ has passed ordinances requiring adjacent owners to redo their facades and driveway connections along the roadway. In addition, COJ has allotted \$25,000,000 in local funds to underground utilities and reconstruct the roadway borders. COJ plans to maintain the four lanes on the corridor but is considering various median options.

COJ is better suited to undertake this major reconstruction of the corridor due to their relationship with the local business community and their ownership of the utility needing to perform most of the underground work.

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Exhibit "C"

Local Resolution

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Exhibit "D"



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

JARED W. PERDUE, P.E.  
SECRETARY

May 6, 2022

Timothy A. Parsons, Ph.D.,  
Director and State Historic Preservation Officer  
Florida Division of Historical Resources  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, Florida 32399-0250

Attn: Transportation Compliance Review Program

RE: Desktop Review  
Roadway Jurisdictional Transfer  
State Road 109 (University Blvd) from Arlington Expressway to Merrill Road  
Duval County, Florida  
Financial Management Number: N/A

Dear Dr. Parsons,

Enclosed please find one copy of the report titled *Desktop Review for the Roadway Jurisdictional Transfer of State Road 109 (University Boulevard) (Section No. 72110000), Duval County, Florida*. This report presents the findings of a desktop review undertaken in support of the proposed Roadway Jurisdictional Transfer (RJT) of State Road (SR) 109 (University Boulevard) from Arlington Expressway (SR 115) to Merrill Road (Section 72110000) in Duval County, Florida. These approximately 2.72-kilometer (1.688-mile) sections of SR 109 will be transferred from the jurisdiction of the State of Florida to the City of Jacksonville.

As the proposed RJT involves no construction, the project area of potential effects (APE) for the RJT project was defined to include the existing right-of-way for the subject road segment.

The purpose of this investigation was to locate and identify cultural resources within the SR 109 RJT APE. This study was conducted to comply with Chapter 267 of the Florida Statutes and Rule Chapter 1A-46, Florida Administrative Code. All work was performed in accordance with Part 2, Chapter 8 of the FDOT's Project Development & Environment (PD&E) Manual (revised July 2020), as well as the Florida Division of Historical Resources' (FDHR) recommendations for such projects, as stipulated in the FDHR's *Cultural Resource Management Standards & Operations Manual, Module Three: Guidelines for Use by Historic Preservation Professionals*. The Principal Investigator for this project meets the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42). This study complies with Public Law

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**Exhibit "D"**

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113-287 (Title 54 U.S.C.), which incorporates the provisions of the National Historic Preservation Act (NHPA) of 1966, as amended, and the Archeological and Historic Preservation Act of 1979, as amended. The study also complies with the regulations for implementing NHPA Section 106 found in 36 CFR Part 800 (*Protection of Historic Properties*).

Consultation of the Florida Master Site File (FMSF) database (updated January 2022) indicates that one archaeological site, four historic buildings and two historic resource groups intersect or are on parcels adjacent to the APE. Of these resources, none are currently listed in the National Register of Historic Places (NRHP). One building has been recommended eligible for NRHP listing. Because the proposed RJT does not involve any construction, no subsurface testing or field survey was conducted during the present study.


The Duval County Property Appraiser's database was used to identify 84 parcels with structures of historic age (i.e., pre-1973) adjacent to the SR 109 RJT APE. These parcels may contain unidentified historic structures or archaeological resources.

Based on the results of this study, it is the opinion of the District that the proposed undertaking will have no effect on NRHP-listed or -eligible historic properties. No further work is recommended.

I respectfully request your concurrence with the findings of the enclosed report.

If you have any questions or need further assistance, please contact Ian Pawn at (386) 961-7886.

Sincerely,

DocuSigned by:  
  
D23D48BCDF514AD...

Ian Pawn  
Cultural Resources Coordinator

cc: Terri Newman, Environmental Administrator, FDOT  
Lindsay Rothrock, Cultural and Historic Resource Specialist

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The Florida Division of Historical Resources finds the attached Cultural Resource Overview Screening Report complete and sufficient and <input checked="" type="checkbox"/> concurs / <input type="checkbox"/> does not concur with the determinations of historic significance provided in this cover letter and <input type="checkbox"/> does / <input type="checkbox"/> does not find applicable the determinations of effects provided in this cover letter for SHPO/FDHR Project File Number <u>2022-2690</u> .	
<b>FDHR Comments:</b>	
<small>Digital signed by Kelly L. Chase, DSHPO DN: cn=Kelly L. Chase, DSHPO, o=State of Florida, email=kelly.chase@fldnr.com, c=US Date: 2022.05.13 11:40:14 -0400</small> Kelly L. Chase, DSHPO	5.12.2022
Timothy A. Parsons, PhD, Director Florida Division of Historical Resources	Date

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Exhibit "E"



**We Welcome Your  
Comments**

FDOT remains committed to working with all project stakeholders. There are many ways to provide comments:

- Fill out a speaker card and make a verbal statement during the public comment period.
- Complete a written comment form and drop it in the comment box provided at the public hearing.
- Mail or email your comments to the FDOT Program Manager, Justin Bellot at the address shown below.

All comments postmarked on or before **May 8, 2023** will be documented as part of the public hearing record.

**CONTACT:**

**Justin Bellot, RCI Coordinator**  
1109 S. Marion Avenue, MS 2007  
Lake City, FL 32025  
Phone: 386-758-3774  
[Justin.bellot@dot.state.fl.us](mailto:Justin.bellot@dot.state.fl.us)

Florida Department of Transportation  
**Public Hearing**  
**SR 109 (University Boulevard) Jurisdictional Transfer**  
**Limits: Tanglewood Lane to**  
**Approximately 500' South of Merrill Road**

**Thursday, April 27, 2023**

**FDOT Jacksonville Urban Office Training Building**  
2198 Edison Avenue  
Jacksonville, FL 32204

**AGENDA**

**6:00 P.M.—Presentation followed by Public Comment Period**

The Florida Department of Transportation proposes to road transfer jurisdiction of State Road 109 (locally known as University Boulevard) from State to City of Jacksonville jurisdiction.

The proposed transfer of jurisdiction limits are from Tanglewood Lane to approximately 500 feet south of Merrill Road. The roadway ID for SR 109 (University Boulevard) is ID 72110000—Milepost 0.000 to 1.688.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status.

The public hearing presentation and exhibits can be viewed after the hearing on:

**Project Website:**

<https://nflroads.com/UniversityJurisdictionalTransfer>

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