

1 Introduced by the Council President at the request of the Mayor:
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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.
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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.

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19 Form Approved:

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21 /s/ Christopher M. Garrett

22 Office of General Counsel

23 Legislation prepared by: Christopher Garrett

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