

1 Introduced by Council Member Ferraro and amended by the Neighborhoods,
2 Community Services, Public Health and Safety Committee:

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5 **ORDINANCE 2021-890-E**

6 AN ORDINANCE APPROPRIATING THE TOTAL REMAINING
7 FUNDS (\$267,797.93) FROM THE AES CEDAR BAY
8 SETTLEMENT STIPULATION ACCOUNT FUND TO
9 CONTRIBUTE TOWARD THE ACQUISITION COST OF
10 APPROXIMATELY 345± ACRES ON BLACK HAMMOCK ISLAND
11 BY THE TRUST FOR PUBLIC LAND WHO, AFTER
12 ACQUISITION, WILL CONVEY THE LAND TO THE STATE
13 OF FLORIDA AND THE NATIONAL PARK SERVICE FOR
14 CONSERVATION PURPOSES (THE "PROJECT");
15 APPROVING AND AUTHORIZING THE MAYOR, OR HIS
16 DESIGNEE, AND THE CORPORATION SECRETARY, TO
17 EXECUTE AND DELIVER A GRANT AGREEMENT WITH THE
18 TRUST FOR PUBLIC LAND TO SET FORTH PAYMENT BY
19 THE CITY; PROVIDING FOR A REVERTER OF FUNDS IF
20 THE ACQUISITION FOR CONSERVATION PURPOSES OF
21 ALL, OR A PORTION OF, THE PROPERTY IS NOT
22 COMPLETED BY DECEMBER 31, 2024; PROVIDING FOR
23 THE PARKS, RECREATION AND COMMUNITY SERVICES
24 DEPARTMENT TO OVERSEE THE PROJECT; PROVIDING AN
25 EFFECTIVE DATE.

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

1 and fishing; and

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

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

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

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

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

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

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

1 the fourth quarter 2022); (5) convey the balance of the Property to
2 the National Park Service upon verification of the federal
3 appropriation; and

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

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

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

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

19 **Section 1. Appropriation.** For the 2021-2022 fiscal year,
20 within the City's budget, there is hereby appropriated the indicated
21 sum from the account(s) listed in subsection (a) to the account(s)
22 listed in subsection (b), as shown in **Revised Exhibit 1**, labeled as
23 "Revised Exhibit 1, Revised B.T., January 18, 2022 - NCSPHS", attached
24 hereto and incorporated by reference herein:

25 (a) Appropriated from:

26 See attached **Revised Exhibit 1** \$267,797.93

27 (b) Appropriated to:

28 See attached **Revised Exhibit 1** \$267,797.93

29 (c) Explanation of Appropriation:

30 The funding above represents an appropriation of
31 \$267,797.93 from the AES Cedar Bay Settlement Stipulation

1 Account as described in Sec. 111.130, *Ordinance Code*, for
2 the City's contribution to the acquisition of the Property
3 by TPL, who will convey the Property to the State of Florida
4 and the National Park Service for the Property to be put
5 into conservation for passive recreation and as an addition
6 to the City's *Seven Creeks Recreation Area*.

7 **Section 2. Purpose.** The purpose of this appropriation is to
8 contribute the total remaining AES Funds (\$267,797.93) to TPL at the
9 time that TPL acquires the Property. As state and federal funds
10 become available, TPL will convey the Property for ownership and
11 conservation stewardship to the State of Florida and the National
12 Park Service. A map of the Property showing it in context to the
13 neighboring city, state and federal lands is attached hereto as
14 **Exhibit 2** and incorporated by reference herein.

15 **Section 3. Approval and Authorization to Execute Grant**
16 **Agreement.** There is hereby approved, and the Mayor, or his designee,
17 and the Corporation Secretary are hereby authorized, to execute and
18 deliver, for and on behalf of the City, that certain Grant Agreement
19 (the "Agreement"), substantially in the form as attached hereto as
20 **Revised Exhibit 3**, labeled as "Revised Exhibit 3, Revised Grant
21 Agreement, January 18, 2022 - NCSPHS" and incorporated by reference
22 herein.

23 **Section 4. Reverter.** In the event all or a portion of the
24 Property has not been acquired for park purposes by December 31,
25 2024, the \$267,797.93 shall revert back to the AES Cedar Bay
26 Settlement Stipulation Account from which the money was appropriated.

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

31 **Section 6. Effective Date.** This Ordinance shall

