

**SALEM AMENDMENT #1**

Council Member Salem offers the following amendment to File No. 2021-223:

- (1) On **page 11, line 19, and page 12, line 1, strike "On File"** and **insert "Revised On File"**;
- (2) Remove **On File** document and replace with **Revised On File** document attached hereto, which attaches the Revised Interlocal Agreement with JTA to exclude the Skyway Expansion;
- (3) On **page 1, line 1**, amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

---

Office of General Counsel

Legislation Prepared By: Margaret M. Sidman

GC-#1431926-v1-2021-223\_Salem\_Amd\_#1.docx

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF JACKSONVILLE AND JACKSONVILLE  
TRANSPORTATION AUTHORITY FOR LOCAL OPTION GAS TAXES**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to the provisions of Chapter 163, *Florida Statutes* (“Chapter 163”), by and between the City of Jacksonville, Florida, a consolidated city and county governmental unit and political subdivision of the State of Florida (the “City”), and the Jacksonville Transportation Authority, a body corporate and politic and an agency of the State of Florida (the “JTA”) pursuant to the provisions of Chapter 349, *Florida Statutes*.

**WHEREAS**, pursuant to Florida Statute Section 336.025, the Jacksonville City Council enacted Resolution 83-499-179, which stated the City’s intent to levy a local-option gas tax for a five (5) year period and authorized the execution of an interlocal agreement specifying a distribution formula for dividing tax proceeds levied for a multiyear local option gas tax; and

**WHEREAS**, in 1985, the Florida Legislature amended Section 336.025, *Florida Statutes*, to add a new paragraph (d), which allowed governments, which like Jacksonville, were already levying a local-option gas tax, to do so for up to thirty (30) years; and

**WHEREAS**, pursuant to Ordinance 85-793-824, the City levied a six-cent (\$0.06) local-option gas tax (upon every gallon of motor fuel and special fuel sold in the General Services District and taxed under provisions of Chapter 206, *Florida Statutes*) for the ten (10) year period September 1, 1986 through August 31, 1996 (as extended, the “Six-Cent Local Option Gas Tax”); and

**WHEREAS**, in 1987, the Florida legislature removed any mention in regard to a particular date (for example June 18, 1985) by which counties had to have been levying a local-option gas tax, and allowed counties to simply extend the gas tax in multiyear increments; and

**WHEREAS**, the City by Ordinance 1991-819-411, extended the Six-Cent Local Option Gas Tax in 1991 to cover a thirty (30) year period from August 31, 1996 to August 31, 2016, thereby establishing a combined collection period totaling thirty (30) years; and

**WHEREAS**, pursuant to Section 206.47, *Florida Statutes*, the City receives a gas tax from the constitutional fuel tax imposed under Section 9(c), Article XII, Florida Constitution, and Section 206.41(1) (a), *Florida Statutes* (the “Constitutional Gas Tax”); and

**WHEREAS**, Ordinance 2000-671-E, as amended by Resolution 2003-512-A and Ordinance 2005-898-E, approved an interlocal agreement between the City and Jacksonville Transportation Authority (as amended, the “BJPI Interlocal Agreement”), which appropriated the proceeds of the Six-Cent Local Option Gas Tax to JTA subject to certain limitations and restrictions; and

**WHEREAS**, pursuant to Ordinance 2013-820-E, the City approved the reissuance of the Six-Cent Local Option Gas Tax from September 1, 2016 through August 31, 2036 and authorized that certain interlocal agreement between the City and Jacksonville Transportation Authority dated July 29, 2014 (the “2014 Interlocal Agreement”), which amended and supplemented the BJPI Interlocal Agreement to set forth certain projects to be funded from proceeds of the Six-Cent Local Option Gas Tax to JTA; and

**WHEREAS**, pursuant to Ordinance 2021-202-E, the City has reissued the Six-Cent Local Option Gas Tax from September 1, 2036 through August 31, 2046; and

**WHEREAS**, also pursuant to Ordinance 2021-202-E, the City has authorized and levied the additional five cents (\$0.05) of local option gas tax authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (the “Fifth-Cent LOGT”), and the “ninth-cent” fuel tax authorized under Section 206.41(1)(d), *Florida Statute* (the 9<sup>th</sup>-Cent LOGT”); and

**WHEREAS**, JTA Resolution \_\_\_\_\_, authorized this Agreement; and

**WHEREAS**, the City and JTA desire to enter into this Agreement to (i) accompany and complement the BJPI Interlocal Agreement as supplemented and amended by the 2014 Interlocal Agreement, (ii) address the allocation of the extended Six-Cent Local Option Gas Tax and additional

five-cent (\$0.05) Local Option Gas authorized pursuant to Section 206.41(1)(e), *Florida Statutes*, and the 9<sup>th</sup>-Cent LOGT, (iii) to modify the Joint Committee structure as set forth in the 2014 Interlocal Agreement to align with Ordinance 2021-202-E; and (iv) to add the Additional JTA Projects as defined herein to the list of projects to be financed by the JTA portion of the Six-Cent Local Option Gas Tax, and the JTA's portion of each of the Fifth-Cent LOGT and the 9<sup>th</sup>-Cent LOGT.

**NOW THEREFORE**, the parties agree as follows:

**SECTION 1. RECITALS; AMENDMENTS.**

The parties agree that all the foregoing recitals are true and correct and are hereby incorporated by reference herein.

**SECTION 2. DEFINITIONS; CONSTRUCTION OF THIS AGREEMENT.**

Capitalized terms used and not otherwise defined herein have the meanings assigned thereto in the BJPI Interlocal Agreement as amended and supplemented by the 2014 Interlocal Agreement. Except as expressly modified herein, the JPI Interlocal Agreement as amended and supplemented by the 2014 Interlocal Agreement remain unmodified and in full force and effect. In addition to the JTA Project List set forth in the BJPI Interlocal as supplemented and amended by the 2014 Interlocal Agreement, the term "Additional JTA Projects" as used herein shall mean the planning, design, permitting, development, acquisition and construction of the road, bridge and other transportation facilities listed on **Exhibit 1** attached hereto and incorporated herein by reference. Any use by JTA of LOGT funds governed by this Agreement is limited to the Additional JTA Projects as shown on **Exhibit 1** attached hereto, and LOGT funds may not be used by JTA for any other uses or projects unless first authorized by City Council followed by an amendment to this Agreement authorizing such additional use. For purposes of clarity, the JTA is obligated to undertake and complete each

Additional JTA Project on **Exhibit 1** attached hereto. In the event the JTA elects or is otherwise unable to complete any of the Additional JTA Projects, JTA must obtain City Council approval thereof followed by an amendment to this Agreement to reflect the same.

**SECTION 3. INTERLOCAL AGREEMENT.**

Pursuant to Chapter 163, Ordinance 2021-202-E and JTA Resolution \_\_\_\_\_, the City and JTA hereby make and enter into this Agreement for the purposes of jointly exercising, as expressly set forth herein, the separate power of each to the maximum extent allowable under law for the implementation of this Agreement.

**SECTION 4. EXTENSION OF 6-CENT LOCAL OPTION GAS TAX.**

City and JTA acknowledge and agree that, in accordance with Ordinance 2021-202-E, the Six-Cent Local Option Gas Tax shall be extended for fuel sales starting on September 1, 2036, and continuing for fuel sales through August 31, 2046, and during said period shall be allocated as provided herein. The foregoing provisions of this Agreement have no effect on the allocation of the Six-Cent Local Option Gas Tax for fuel sales through August 31, 2036.

**SECTION 5. ALLOCATION OF EXTENDED 6-CENT LOCAL OPTION GAS TAX.**

Beginning with collections of the extended Six-Cent Local Option Gas Tax for fuel sales starting on September 1, 2036, and continuing with respect to collections of the extended Six-Cent Local Option Gas Tax for fuel sales through August 31, 2046, the City hereby agrees to appropriate to the JTA three cents (\$0.03) for every six cents (\$0.06) collected of the Six-Cent Local Option Gas Tax, while retaining three cents (\$0.03) of the Six-Cent Local Option Gas Tax for City use.

**SECTION 6. IMPOSITION OF ADDITIONAL 5-CENT LOCAL OPTION GAS TAX AND “NINTH-CENT” FUEL TAX.**

City and JTA acknowledge and agree that, pursuant to Ordinance 2021-202-E, the City has levied the 5-Cent LOGT authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (for a total of eleven cents (\$0.11) of Local Option Fuel Tax levied pursuant to Section 206.41(1)(e), *Florida Statutes*) and the 9<sup>th</sup>-Cent LOGT authorized under Section 206.41(1)(d), *Florida Statutes*, in each case for fuel sales starting on January 1, 2022, and continuing for fuel sales through December 31, 2052, and during said period those taxes shall be allocated as provided herein. For purposes of clarity, the 5-Cent LOGT and 9<sup>th</sup>-Cent LOGT do not apply to sales of diesel fuel.

**SECTION 7. ALLOCATION OF ADDITIONAL 5-CENT LOCAL OPTION GAS TAX.**

Beginning with collections of the 5-Cent LOGT, the City hereby agrees to appropriate to the JTA two and one-half cents (\$0.025) for every additional five cents (\$0.05) actually collected by the City of the 5-Cent LOGT, while retaining two and one-half cents (\$0.025) of the 5-Cent LOGT for City use. The 5-Cent LOGT and received by JTA pursuant to this Agreement shall be used by the JTA solely for the Additional JTA Projects listed on **Exhibit 1**.

**SECTION 8. ALLOCATION OF ADDITIONAL “NINTH-CENT” FUEL TAX.**

Beginning with collections of the 9<sup>th</sup>-Cent LOGT, the City hereby agrees to appropriate to the JTA one-half cent (\$0.005) of the 9<sup>th</sup>-Cent LOGT actually collected by the City while retaining one-half cent (\$0.005) of the 9<sup>th</sup>-Cent LOGT for City use. The 9<sup>th</sup>-Cent LOGT and received by JTA pursuant to this Agreement shall be used by the JTA solely for the Additional JTA Projects listed on **Exhibit 1** attached hereto.

**SECTION 9. FINANCING.**

JTA may, at its sole discretion, cost and expense, and in accordance with applicable laws, fund any project utilizing funding received hereunder through the issuance of one or more new bonds; provided that the final maturity date of such bond issuance(s) shall not exceed the term of this

Agreement.

**SECTION 10. FISCAL AGENT; REPORTING.**

All funds shall be collected, received, deposited, held and distributed by the Fiscal Agent in the same manner as utilized as of the effective date of the Agreement pursuant to the 2014 Interlocal Agreement. Fiscal Agent shall be responsible for the preparation and submission of the annual written report to City Council and JTA's Board not later than March 1<sup>st</sup> of each year of this Agreement summarizing the appropriations made to the City and the JTA under this Agreement made during the prior year. JTA shall provide a report of the progress made to date on the completion of the JTA Project List, including, without limitation, the Additional JTA Projects, including a summary of the financing undertaken to date, funds extended and planning, design, right-of-way acquisition and construction, in a format agreed to by the Council Auditor's Office. Such report shall be given along with JTA's budget submission on or before June 1<sup>st</sup> of each year after the effective date of this Agreement.

**SECTION 11. OBLIGATION LIMITED TO AMOUNT RECEIVED.**

Any obligation for the appropriations by the City to JTA is limited to the amount of the local option gas taxes collected by vendors and remitted to DOR that is actually received by the City.

**SECTION 12. ENTIRE AGREEMENT.**

This Agreement, together with the exhibits and documents made a part hereof by reference, contains the entire agreement of the parties and no representations of promises have been made except for those that are specifically set out in this Agreement. Except as specifically state herein, all prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement and any part hereof are waived and merged herein and superseded hereby.

**SECTION 13. GOVERNING LAW.**

This Agreement shall be governed in all respects by the laws of the State of Florida.

**SECTION 14. VENUE AND JURISDICTION.**

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Duval County, Florida.

**SECTION 15. VOLUNTARY EXECUTION OF AGREEMENT.**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and this Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly and at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of duress, coercion, or undue influence; and (iv) it had the opportunity of independent legal counsel of its own choosing in the negotiation and execution of this Agreement.

**SECTION 16. EXECUTION OF DOCUMENTS.**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Agreement and shall do all other acts to effectuate this Agreement.

**SECTION 17. SUFFICIENCY OF CONSIDERATION.**

By their signatures below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge same.

**SECTION 18. WAIVER.**



The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**SECTION 19. INTERPRETATION.**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**SECTION 20. CAPTIONS.**

Section title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**SECTION 21. SEVERANCE.**

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.

**SECTION 22. MODIFICATION OF AGREEMENT.**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused their undersigned duly authorized representatives to execute and deliver this Agreement as of the date written beside the signatures thereof, respectively.

**ATTEST:**

**CITY OF JACKSONVILLE, FLORIDA**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry  
Its: Mayor

**APPROVED AS TO FORM FOR  
THE CITY OF JACKSONVILLE:**

By: \_\_\_\_\_  
Office of General Counsel

**JACKSONVILLE TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Its: Chairman

**APPROVED AS TO FORM FOR  
JACKSONVILLE TRANSPORTATION AUTHORITY:**

By: \_\_\_\_\_  
Office of General Counsel

# LOGT Eligible Projects

Updated: March 11, 2021

| Roadway Improvement Projects  |                         |   | Project Scope  |
|---|-------------------------|---|--|
| LOGT Eligible Project   | Estimated Cost          | Council District(s)   | Project Scope  |
| University Boulevard (Arlington Road to Arlington Expressway) (Complete Street Project) * | \$ 7,062,000.00         | 1 (Morgan)  | Milling and resurfacing with potential improvements to include reduced travel lane widths, construction of 6' buffered bike lanes, mid-block crossings, reconfiguration of the Burdette / Lake Lucia intersection, high-emphasis crosswalks, and installation of a median where left turning movements are not compromised. The final project scope will be determined through stakeholder meetings and design development.<br>The project consists of pedestrian safety and aesthetic enhancements, including new crosswalks, connecting sidewalk gaps and bike lanes. (City Owned)   |
| University Boulevard/Merrill Road Corridor (Complete Street Project) *                    | \$ 1,045,000.00         | 1 (Morgan)  | The project consists of leveraging the Florida Department of Transportation (FDOT) resurfacing project along SR 5 (US 1/Phillips Highway) from SR 152 (Baymeadows Road) to SR 109 (University Boulevard) to implement sidewalk gaps, bicycle connectivity, and Americans with Disabilities Act improvements to provide safe access particularly to the newly constructed University Mobility Hub located at the southwest corner of Phillips Highway and University Boulevard West. (FDOT Owned)   |
| Phillips Highway Corridor (Complete Street Project) *                                     | \$ 4,301,000.00         | 5 (Cumber)  | The project consists of pedestrian safety and aesthetic enhancements along 8th Street, including realignment of existing crosswalks, new crosswalks, installation of rectangular rapid flashing beacons and additional signage and marking for bike lanes. (City Owned) 0.44 miles, 34%; FDOT owned 0.86 miles, 64%  |
| 8th Street (Complete Street Project) *  | \$ 1,963,500.00         | 7 (Gaffney)   | The Dunn Avenue complete streets project provides a demonstration lane allocation (road diet) to reduce the corridor from seven to five lanes between Biscayne Boulevard and I-95. In the eastbound direction it incorporates a protected bike lane from Biscayne Blvd to Moncrief Drive, and in the westbound direction between Biscayne Boulevard and I-95 it includes a buffered bike lane. Transit enhancements will include Americans with Disabilities Act accessible transit stops, improved amenities, new concrete pads, shelters, benches, train receptacles, and immediate sidewalk connectivity. (City Owned)  |
| Dunn Avenue Corridor (Complete Street Project) *  | \$ 1,958,000.00         | 7 (Gaffney)   | The project consists of restriping Norwood Avenue between Golfair Boulevard and I-95 to modify existing four-lane undivided section, converting outside lane to a shared bike/bus lane to support Bus Rapid Transit (BRT) operations. Installation of roundabout with high emphasis crossings and refuge islands at the intersection of Norwood Avenue and Golfair Boulevard. Incorporate Americans with Disabilities Act accessible transit stops, including improved amenities, and immediate sidewalk connectivity. (City Owned)  |
| Lem Turner Road Corridor (Complete Street Project) *                                      | \$ 4,185,500.00         | 7 (Gaffney)   | The project consists of reducing the existing five lane section to a three lane section from east of I-95 (from the beginning of the Moncrief Creek bridge approach at Lorain Street) to Lem Turner Road, restriping travel lanes from 12-foot to 11-foot, and installing bike lanes and sidewalks. From Lem Turner Road and U.S. 1 (New Kings Road), replace existing 12-foot dual left turn lane with a 16-foot landscaped median with left turn pockets and restripe travel lane widths from 12-foot to 11-foot. Incorporate Americans with Disabilities Act accessible transit stops, including improved amenities, and immediate sidewalk connectivity. (City Owned)  |
| Edgewood Avenue Corridor (Complete Street Project) *                                      | \$ 12,116,500.00        | 8 (Hittman)   | The project consists of light beacons at the S-Line Crossing and two mini-roundabouts at Fairfax Street and Tyler Street. (City Owned)   |
| Kings Road Corridor (Complete Street Project) *   | \$ 3,342,000.00         | 9 (Dennis)  | The Lenox Avenue Corridor traffic study and roadway design determined lane requirements between Normandy Boulevard and Cassat Avenue. The project will reduce travel lanes from four lanes to two lanes and include median and bike lane installation. (FDOT Owned, City maintained)   |
| Lenox Avenue (Complete Street Project) *  | \$ 2,315,500.00         | 9 (Dennis)  | The project consists of reconstruction of the Blanding Boulevard overpass to reduce the existing three southbound lanes to two lanes and reduce all lane widths from 12-foot to 11-foot. Replacement of the existing center concrete barrier with an 8-foot wide raised landscaped median and installation of a 12-foot wide multi-use path with a 6-foot wide raised buffer between the northbound travel lanes and the path. Incorporate Americans with Disabilities Act accessible transit stops, including improved amenities, and immediate sidewalk connectivity throughout, with midblock pedestrian crossings with signage at Park Street intersections with Boone Park, Ingleside Avenue, Avondale Avenue, Willow Branch Park, and west of King Street. (City owned except FDOT owns 0.75 mi bridges section) |
| Park Street/Blinding Boulevard Corridor (Complete Street Project) *                       | \$ 3,212,000.00         | 14 (DeFoor)   |  |
| <b>Total</b>  | <b>\$ 41,701,000.00</b> |   |  |
| Transit Projects  |                         |   | Project Scope  |
| LOGT Eligible Project   | Estimated Cost          | Council District(s)   | Project Scope  |
| New Ferry Boat  | \$14,186,500            | 2 (Ferraro)<br>13 (Diamond)   | The project consists of purchasing a new boat and the associated docking facilities.   |
| Skyway Rehabilitation & Downtown Service Expansion - Fleet                                | \$6,875,000             | 4 (Carico),<br>5 (Cumber),<br>7 (Gaffney)                               |  |
| JRTC Rail Terminal Project Development  | \$3,360,500             | 7 (Gaffney)<br>7 (Gaffney)<br>8 (Pittman)<br>9 (Dennis)<br>10 (Jackson) | Coordinate and request the Federal Transit Administration to enter into the Project Development Phase Complete PD&E/NEPA analysis and documentation. Produce 35 percent design plans for the track and associated infrastructure to support the PD&E/NEPA. Obtain commitments on the right-of-way required for the station. Develop defined capital cost estimates.  |
| Northwest Jacksonville Corridor Improvements  | \$128,76,500            |   | The project will improve 111 bus stops within Northwest Jacksonville. Of the total, 17 stops are located along Soutel Drive in the area of the City's planned road diet project. The City's Road Diet project includes converting four lanes to three lanes; improving pedestrian and bicycle infrastructure. Stops will be upgraded for ADA compliance and appropriate amenities in line with ridership needs. This project also provides additional improvements to bus stops by focusing on locations near transit dependent properties (i.e., assisted living facilities) in underserved areas of the county, including the Northwest Jacksonville area. Improvements include new amenities (shelters, poles, leaning benches, etc.) and lighting.   |

|   |  |     |     |                          |     |  |
|---|--|-----|-----|--------------------------|-----|--|
| Countywide Transit Enhancements Improvements  | This project represents the final 823 stops in Duval County that are non-compliant. This project would bring the JTA to 100 percent compliance (pending right-of-way acquisition) based on current data. Improvements include installing new concrete bus pads, shelters, and amenities at existing bus stops. The improvements will also include the associated clearing, grubbing, erosion control, handrail, grading and minor drainage modifications as required for construction. | All | All | \$34,710,500             | All | This project would bring the JTA to 100 percent compliance (pending right-of-way acquisition) based on current data. Improvements include installing new concrete bus pads, shelters, and amenities at existing bus stops. The improvements will also include the associated clearing, grubbing, erosion control, handrail, grading and minor drainage modifications as required for construction. |
| Skyway Conversion to the UC (Ultimate Urban Circulator) - Capital (Infrastructure, Systems) |  | All | All | \$240,075,000            |     | includes rehabilitation of the Skyway infrastructure, systems and IT network and expansion of services to support transition to autonomous vehicles.   |
| <b>Total</b>  |  |     |     | <b>\$ 315,085,000.00</b> |     |  |

\* Denotes project will be implemented by the Jacksonville Transportation Authority

**CARLUCCI AMENDMENT #1**

Council Member Carlucci offers the following amendment to File No. 2021-223:

- (1) On **page 11, line 19, and page 12, line 1, strike "On File"** and **insert "Revised On File"**;
- (2) Add Emerald Trail LOGT eligible projects in the amount of \$132,000,000 to the Interlocal Agreement between the City of Jacksonville and to the JTA required list of projects;
- (3) Remove **On File** document and replace with **Revised On File** document attached hereto;
- (4) On **page 1, line 1**, amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

---

Office of General Counsel

Legislation Prepared By: Margaret M. Sidman

GC-#1433097-v1-2021-223\_Carlucci\_Amd\_#1\_Revised.docx

| <b>LOGT Eligible Project</b>                               | <b>Estimated Cost</b>      | <b>Council District(s)</b>                 | <b>Project Scope</b>   |
|--|----------------------------|--|--|
| Emerald Trail  | 132,000,000                |  | Eligible Emerald Trail LOGT Projects pursuant to 336.025, F.S. |
| Skyway Rehabilitation & Downtown Service Expansion - Fleet | \$6,875,000<br>\$6,765,000 | 4 (Carrico),<br>5 (Cumber),<br>7 (Gaffney) |  |

CUMBER AMENDMENT #1

(Restriction on JTA's use of the Gas Tax - Not for U.S. Department of Transportation Build Grant, except on a prospective basis)

Council Member Cumber offers the following amendment to File No. 2021-223:

- (1) On page 1, line 13, strike "AND";
- (2) On page 1, line 16, after "2022;" insert "AND (4) RESTRICTS JTA'S USE OF ITS SHARE OF THE GAS TAX ON THE U.S. DEPARTMENT OF TRANSPORTATION BUILD GRANT;";
- (3) On page 5, line 26 ½, insert the following:  
"Sec. 799.208. - Use of JTA's share of five-cent local option gas tax.  
In addition to the provisions of §799.207, Ordinance Code, proceeds from the five-cent local option gas tax shall be used by the JTA only for transportation expenses as authorized and defined in §336.025(7), Florida Statutes, and for JTA projects post enactment of Ordinance 2021-223-E, in no event shall JTA use proceeds for the US Department of Transportation Build Grant.";
- (4) On page 6, line 30½, insert the following:  
"Sec. 799.308. - Use of JTA's share of ninth-cent local option gas tax.  
In addition to the provisions of §799.207, Ordinance Code, proceeds from the ninth-cent local option gas tax shall be used by the JTA only for transportation expenses as authorized and defined in §336.025(7), Florida Statutes, and for JTA projects post enactment of Ordinance 2021-223-E, in no event shall JTA use proceeds for the US Department of Transportation Build Grant.";

- (5) On **page 11, line 19, and page 12, line 1, strike "On File"** and **insert "Revised On File"**;
- (6) Remove **On File** document and replace with **Revised On File** document attached hereto, which attaches the Revised Interlocal Agreement with JTA to reflect the changes approved in the new Section 799.208 stated above;
- (7) On **page 1, line 1**, amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

---

Office of General Counsel

Legislation Prepared By: Margaret M. Sidman

GC-#1430833-v2-2021-223\_Cumber\_Amd\_#1.docx



**CUMBER AMENDMENT #3**

**(APPOINTMENT OF FAC & PAC MEMBERS)**

Council Member Cumber offers the following amendment to File No. 2021-223:

- (1) On **page 7, lines 19 and 22, and page 9, lines 9 and 11, strike "Two" and insert "Three";**
- (2) On **page 7, lines 22-23, and page 9, lines 11-12, strike ", and two shall be recommended by JTA to be confirmed by Council";**
- (3) On **page 1, line 1,** amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

---

Office of General Counsel

Legislation Prepared By: Margaret M. Sidman

GC-#1430262-v1-2021-223\_Cumber\_Amd\_#3.docx

**CUMBER AMENDMENT #4**

**(POST-EMPLOYMENT RESTRICTIONS)**

Council Member Cumber offers the following amendment to File No. 2021-223:

- (1) On **page 2, line 9**, after "TAXES;" insert "PROVIDING FOR POST-EMPLOYMENT RESTRICTIONS;"
- (2) On **page 12, line 5 ½** insert the following new section:  
" **Section 7 Post-Employment Restrictions.** Pursuant to the provisions in Section 602.411 (Disqualification of former officers and employees in matters connected with former duties or official responsibilities; disqualification of partners) and 602.412 (Prohibited future employment), which govern City officers and employees, no current City employee or officers shall have or hold an agency, attorney, employee or contractual relationship in violation of such Code provisions with respect to public transportation and infrastructure projects encompassed within the proposal for the Local Option Gas Tax project list.";
- (3) Renumber remaining sections accordingly;
- (4) On **page 1, line 1**, amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

---

Office of General Counsel

Legislation Prepared By: Paige H. Johnston

**FERRARO AMENDMENT**

Council Member Ferraro offers the following first amendment to File No. 2021-223:

- (1) On **page 1, line 25**, after "COMMITTEE;" **insert** the following:

"PROVIDING FOR ADOPTION OF LOCAL OPTION GAS TAXES SUBJECT TO REFERENDUM; PROVIDING FOR NOTICE OF REFERENDUM; PROVIDING FOR REFERENDUM QUESTION AND RESULTS;"

- (2) On **page 10, line 19 ½** **insert** the following new section:

**"Section 3. Adoption of Local Option Gas Taxes.** Upon approval by a majority vote of the electors of Duval County and the satisfaction of all applicable state laws, the City local option gas taxes are levied on all transactions within Duval County subject to the State local option as taxes imposed by Chapter 206, Florida Statutes, as provided for herein, to take effect on January 1, 2023.

**Section 4. Referendum.**

(a) At the request of the City Council, the local option gas tax referendum shall be placed on the ballot for the general primary election to be held on August 23, 2022.

(b) The referendum election shall be held and conducted in the manner prescribed by law for holding referenda elections.

(c) All qualified electors in Duval County shall be entitled and permitted to vote in the referendum election.

(d) The Supervisor of Elections is authorized and directed, when printing the mail-in ballots and ballot strips for use in the voting machines for the referendum called for in this Section 4, to print the referendum question set forth in Section 6 hereof on said mail-in ballots and ballot strips at the appropriate place therefor.

**Section 5. Notice of Referendum.** Notice of the referendum shall be given according to law and in the manner provided in Section 100.342, Florida Statutes.

**Section 6. Referendum Question.** The form of the title and question for the Local Option Gas Tax referendum shall be substantially as follows:

OFFICIAL BALLOT

General Primary Election - August 23, 2022

Increase Local Option Gas Taxes to Improve  
Public Transportation and Road Infrastructure

To fund public transportation expenditures and infrastructure projects, shall the City of Jacksonville be authorized to levy up to 5 cents per gallon on every gallon of motor fuel sold in the County, pursuant to Section 336.025, Florida Statutes, and one cent per gallon on every gallon of motor and diesel fuel sold in the County, pursuant to Section 336.021, Florida Statutes?

\_\_\_\_\_ For the Increase in Local Option Gas Tax

\_\_\_\_\_ Against the Increase in Local Option Gas Tax

**Section 7. Referendum Results.** If a majority of the votes cast in the referendum shall be for the increase in the Local Option Gas Tax, the Local Option Gas Tax increase shall be adopted and shall take effect as provided in this Ordinance. If less than a majority of the votes cast in the referendum shall be for the increase to the Local Option Gas Tax, the addition to the Local Option Gas Tax shall be defeated and shall not take effect."

- (3) Renumber remaining sections accordingly;
- (4) On **page 1, line 1**, amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

\_\_\_\_\_  
Office of General Counsel

Legislation Prepared By: Paige H. Johnston

GC-#1432150-v3-2021-223\_Ferraro\_Amd\_#1.docx

**BOWMAN AMENDMENT #1**

**(AUTHORIZES THREE-CENT OF THE FIVE-CENT GAS TAX SOLELY FOR CITY OF JACKSONVILLE USE IN THE URBAN CORE DEVELOPMENT AUTHORITY AREA; CREATES BOARD TO OVERSEE EXPENDITURES AND PROJECTS)**

Council Member Bowman offers the following amendment to File No. 2021-223:

- (1) On **page 1, lines 6-9, strike** "(1) EXTEND THE SIX-CENT LOCAL OPTION GAS TAX FOR A 10 YEAR PERIOD BEGINNING SEPTEMBER 1, 2036, AND CONTINUING THROUGH AUGUST 31, 2046; (2)" and **insert** "(1)";
- (2) On **page 1, line 10, strike** "FIVE-CENT" and **insert** "TWO-CENT";
- (3) On **page 1, lines 12 and 16, strike** "THIRTY (30)" and **insert** "TEN (10)";
- (4) On **page 1, lines 17-31, and page 2, lines 1-3, strike** "AMENDING SECTION 761.107 (COMMITTEES), CHAPTER 761 (THE BETTER JACKSONVILLE PLAN), ORDINANCE CODE, TO PROVIDE FOR THE BETTER JACKSONVILLE PLAN FINANCIAL ADMINISTRATION COMMITTEE AND PROJECT ADMINISTRATION COMMITTEE TO PROVIDE REPORTING OF REVENUES AND EXPENDITURES REGARDING THE LOCAL OPTION GAS TAXES TO COUNCIL ON AN ANNUAL BASIS, AND EXPANDING THE MEMBERSHIP OF EACH COMMITTEE; APPROVING AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CORPORATION SECRETARY TO EXECUTE: (1) AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND THE JACKSONVILLE TRANSPORTATION AUTHORITY FOR ALLOCATION OF THE ADDITIONAL TEN YEARS OF THE SIX-CENT LOCAL OPTION GAS TAX, THE 5-CENT LOCAL OPTION GAS TAX AND THE 9TH-CENT LOCAL OPTION GAS TAX (COLLECTIVELY, THE "LOCAL OPTION GAS TAXES"); AND (2)" and **insert** "APPROVING AND AUTHORIZING THE MAYOR, OR HIS

DESIGNEE, AND THE CORPORATION SECRETARY TO EXECUTE”;

- (5) On **page 2, line 11**, after “STATE” **insert** “THE COUNCIL PRESIDENT TO ESTABLISH A WORKING GROUP TO DISCUSS THE COMPOSITION OF THE URBAN CORE DEVELOPMENT SERVICES AUTHORITY;”;
- (6) On **page 2, lines 18-31, and page 3, lines 1-25**, **strike** all lines in their entirety;
- (7) On **page 3, lines 27, 29 and 30, page 4, lines 5, 11 and 25, and page 5, line 21**, **strike** “Five” and **insert** “Two”;
- (8) On **page 3, line 30, and page 4, lines 21, and 25, and page 5 line 12**, **strike** “five” and **insert** “two”;
- (9) On **page 5, lines 17-20**, **strike** “The City’s share of proceeds from the five-cent local option gas tax shall be distributed between the City and the JTA pursuant to the Interlocal Agreement between the City and JTA authorized by Ordinance 2021- -E.”;
- (10) On **page 5, line 23**, **strike** “five-cent” and **insert** “two-cent”;
- (11) On **page 5, line 24**, **strike** “and JTA”;
- (12) On **page 6, lines 22-26**, **strike** all lines in their entirety;
- (13) Renumber Section 799, Parts 1 and 2, to reflect the changes made herein;
- (14) On **page 6, line 29**, **strike** “and JTA”;
- (15) On **page 6, line 30**, after “336.025, Florida Statutes.” **insert** “100% of the County proceeds of the Ninth Cent gas tax shall be used exclusively by the City of Jacksonville for LOGT eligible programs, pursuant to 336.025 Florida Statutes, in the Urban Core Development Services Area. The Urban Core Development Services area is as defined on the map attached hereto as Exhibit 2.”
- (16) On **page 6, line 31, page 7, line lines 4-31, page 8, lines**

1-31, page 9, lines 1-31, and page 10, lines 1-19, strike  
Section 2 in its entirety;

- (17) On **page 10, lines 26, strike "5-cent" and insert "two-cent"**;
- (18) On **page 11, line 13, strike Section 5** in its entirety;
- (19) Renumber remaining Sections accordingly;
- (20) On **page 11, line 19, strike "On File" and insert "Revised On File"**;
- (21) On **page 12, line 15½**, insert a new section to read as follows:

**Section \_\_\_\_.** Urban Core Development Services Authority to be established by the Council President with recommendations from a select committee.

The Council President pursuant to Council Rule 2.103(b) shall establish a Select Committee for the purpose of taking input on the establishment of the Urban Core Development Services Authority.";

- (22) Remove **On File** document and replace with **Revised On File** document attached hereto, which attaches the Revised Interlocal Agreement with the Beaches and Baldwin and eliminates the JTA Interlocal Agreement;
- (23) On **page 1, line 1**, amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

---

Office of General Counsel

Legislation Prepared By: Margaret M. Sidman

GC-#1431920-v3-2021-223\_Bowman\_Amd\_#1.docx



**EXHIBIT 2**

Proposed UCDA Boundary Map



Created by Anthony Baltiero, Council Research Division

**DIAMOND AMENDMENT #1**

**(Distribution of City Proceeds by Council District)**

Council Member Diamond offers the following amendment to File No. 2021-223:

- (1) On **page 3, line 17, page 5, line 20, and page 6, line 26,** after "2021- -E." **insert** "The City's share of proceeds shall be further divided so that each Council District shall be allocated a minimum of 3% of the yearly City proceeds each fiscal year to be applied to projects within that Council District for transportation expenditures meeting the requirements of Section 336.025, Florida Statutes.";
- (2) On **page 1, line 1,** amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

---

Office of General Counsel

Legislation Prepared By: Paige H. Johnston

GC-#1432152-v1-Diamond\_Amd\_#1.docx