

MAYOR'S TASK FORCE

Appropriation Legislation



Mayor Donna Deegan

Ordinance 2023-807 Funding by Category

Mayor's Task Force Area	Funding Source			Grand Total
	ARP	General Fund	Trust Fund	
A Healthier Jacksonville	2,905,000.00	2,800,000.00		5,705,000.00
01 Infant mortality and maternal health initiative	250,000.00			250,000.00
02 Mental health call center	200,000.00			200,000.00
03 Primary care and wrap around service access initiative	70,000.00			70,000.00
04 Telehealth safety net clinic	2,185,000.00			2,185,000.00
05 Pediatric mental health support		430,000.00		430,000.00
06 Community health workers	200,000.00			200,000.00
07 Elderly food insecurity relief		2,210,000.00		2,210,000.00
08 Mental health "train the trainer"		160,000.00		160,000.00
Accessible Duval		300,000.00	200,000.00	500,000.00
01 Disabled community support			200,000.00	200,000.00
02 Grant application process evolution		200,000.00		200,000.00
03 Community open house for non-profits		100,000.00		100,000.00
Addressing Homelessness	2,000,000.00	1,596,000.00		3,596,000.00
01 Emergency rental and eviction prevention	2,000,000.00			2,000,000.00
02 Homeless diversion / problem solving pilot		200,000.00		200,000.00
03 Emergency homeless relief / non-congregate shelter		200,000.00		200,000.00
04 Homeless continuum of care bonus match		200,000.00		200,000.00
05 Home roof initiative		996,000.00		996,000.00
Beautiful Jacksonville	750,000.00	550,000.00	500,000.00	1,800,000.00
01 CPAC public art initiative		150,000.00		150,000.00
02 Direct grants for artists	750,000.00			750,000.00
03 Black history destination activation		250,000.00		250,000.00
04 Cool Communities initiative			500,000.00	500,000.00
05 Riverfront parks conversancy		150,000.00		150,000.00
Building Local Business	1,550,214.50	400,000.00		1,950,214.50
01 Permitting evolution first step	350,000.00			350,000.00
02 Small business capital access	1,000,000.00			1,000,000.00
03 Small business education and augmentation		100,000.00		100,000.00
04 Film and movie program	200,214.50	300,000.00		500,214.50

Ordinance 2023-807 Funding by Category

Mayor's Task Force Area	Funding Source			Grand Total
	ARP	General Fund	Trust Fund	
Honoring Service		50,000.00		50,000.00
Military and veteran's program outreach		50,000.00		50,000.00
Programs for the American Dream	4,750,000.00			4,750,000.00
01 Downpayment assistance program	2,000,000.00			2,000,000.00
02 Local stack funding for attainable housing community partners and non-profits	2,000,000.00			2,000,000.00
03 Attainable housing tap in program	750,000.00			750,000.00
Youth and Families	420,000.00	5,450,000.00		5,870,000.00
01 Afterschool and summer literacy program expansion		1,900,000.00		1,900,000.00
02 Multi-layer literacy program	250,000.00	1,700,000.00		1,950,000.00
03 Accountability Tracker		150,000.00		150,000.00
04 Youth artists programs		100,000.00		100,000.00
05 Youth civic engagement	170,000.00			170,000.00
06 Mayor's Youth At-Work Partnership		1,250,000.00		1,250,000.00
07 City's Pool plan		250,000.00		250,000.00
08 Wi-Fi in COJ parks expansion		100,000.00		100,000.00
Grand Total	12,375,214.50	11,146,000.00	700,000.00	24,221,214.50

2023-807 BT24-023 Funding Only - **By Department**

Department / Responsible Area	Funding Source			Grand Total
	ARP	General Fund	Trust Fund	
Cultural Council	750,000.00			750,000.00
Direct grants for artists	750,000.00			750,000.00
Cultural Council - APP		150,000.00		150,000.00
CPAC public art initiative		150,000.00		150,000.00
Executive Director of Health Programs	2,905,000.00			2,905,000.00
Community health workers	200,000.00			200,000.00
Infant mortality and maternal health initiative	250,000.00			250,000.00
Mental health call center	200,000.00			200,000.00
Primary care and wrap around service access initiative	70,000.00			70,000.00
Telehealth safety net clinic	2,185,000.00			2,185,000.00
ITD - IT 5 Year Plan		300,000.00		300,000.00
Grant application process evolution		200,000.00		200,000.00
Wi-Fi in COJ parks expansion		100,000.00		100,000.00
KHA	420,000.00	5,380,000.00		5,800,000.00
Afterschool and summer literacy program expansion		1,900,000.00		1,900,000.00
Mayor's Youth At-Work Partnership		1,250,000.00		1,250,000.00
Multi-layer literacy program	250,000.00	1,700,000.00		1,950,000.00
Pediatric mental health support		430,000.00		430,000.00
Youth artists programs		100,000.00		100,000.00
Youth civic engagement	170,000.00			170,000.00
Military Affairs		50,000.00		50,000.00
Military and veteran's program outreach		50,000.00		50,000.00
Neighborhoods	6,750,000.00	1,646,000.00		8,396,000.00
Attainable housing tap in program	750,000.00			750,000.00
Black history destination activation		250,000.00		250,000.00
Downpayment assistance program	2,000,000.00			2,000,000.00
Emergency rental and eviction prevention	2,000,000.00			2,000,000.00
Home roof initiative		996,000.00		996,000.00
Homeless continuum of care bonus match		200,000.00		200,000.00
Homeless diversion / problem solving pilot		200,000.00		200,000.00
Local stack funding for attainable housing community partners and non-profits	2,000,000.00			2,000,000.00

2023-807 BT24-023 Funding Only - **By Department**

Department / Responsible Area	Funding Source			Grand Total
	ARP	General Fund	Trust Fund	
Non-Departmental - Citywide		150,000.00		150,000.00
Accountability Tracker		150,000.00		150,000.00
OED	1,200,214.50	400,000.00		1,600,214.50
Film and movie program	200,214.50	300,000.00		500,214.50
Small business capital access	1,000,000.00			1,000,000.00
Small business education and augmentation		100,000.00		100,000.00
Parks & Rec		3,070,000.00	200,000.00	3,270,000.00
City's Pool plan		250,000.00		250,000.00
Community open house for non-profits		100,000.00		100,000.00
Disabled community support			200,000.00	200,000.00
Elderly food insecurity relief		2,210,000.00		2,210,000.00
Emergency homeless relief / non-congregate shelter		200,000.00		200,000.00
Mental health "train the trainer"		160,000.00		160,000.00
Riverfront parks conversancy		150,000.00		150,000.00
Planning and Development	350,000.00			350,000.00
Permitting evolution first step	350,000.00			350,000.00
Public Works			500,000.00	500,000.00
Cool Communities initiative			500,000.00	500,000.00
Grand Total	12,375,214.50	11,146,000.00	700,000.00	24,221,214.50

Ordinance 2023-807
 One-time / Recurring Detail

Mayor's Task Force Initiatives	One-Time	Phase 1	Pilot	Recurring	Additional Funding as Needed	Grand Total
A Healthier Jacksonville			3,495,000.00	2,210,000.00		5,705,000.00
01 Infant mortality and maternal health initiative			250,000.00			250,000.00
02 Mental health call center			200,000.00			200,000.00
03 Primary care and wrap around service access initiative			70,000.00			70,000.00
04 Telehealth safety net clinic			2,185,000.00			2,185,000.00
05 Pediatric mental health support			430,000.00			430,000.00
06 Community health workers			200,000.00			200,000.00
07 Elderly food insecurity relief				2,210,000.00		2,210,000.00
08 Mental health "train the trainer"			160,000.00			160,000.00
Accessible Duval		200,000.00		300,000.00		500,000.00
01 Disabled community support				200,000.00		200,000.00
02 Grant application process evolution		200,000.00				200,000.00
03 Community open house for non-profits				100,000.00		100,000.00
Addressing Homelessness			1,396,000.00		2,200,000.00	3,596,000.00
01 Emergency rental and eviction prevention					2,000,000.00	2,000,000.00
02 Homeless diversion / problem solving pilot			200,000.00			200,000.00
03 Emergency homeless relief / non-congregate shelter					200,000.00	200,000.00
04 Homeless continuum of care bonus match			200,000.00			200,000.00
05 Home roof initiative			996,000.00			996,000.00
Beautiful Jacksonville	800,000.00	250,000.00	750,000.00			1,800,000.00
01 CPAC public art initiative	150,000.00					150,000.00
02 Direct grants for artists			750,000.00			750,000.00
03 Black history destination activation		250,000.00				250,000.00
04 Cool Communities initiative	500,000.00					500,000.00
05 Riverfront parks conversancy	150,000.00					150,000.00
Building Local Business	350,000.00		1,000,000.00	100,000.00	500,214.50	1,950,214.50
01 Permitting evolution first step	350,000.00					350,000.00
02 Small business capital access			1,000,000.00			1,000,000.00
03 Small business education and augmentation				100,000.00		100,000.00
04 Film and movie program					500,214.50	500,214.50
Honoring Service				50,000.00		50,000.00
Military and veteran's program outreach				50,000.00		50,000.00

Ordinance 2023-807
 One-time / Recurring Detail

Mayor's Task Force Initiatives	One-Time	Phase 1	Pilot	Recurring	Additional Funding as Needed	Grand Total
Programs for the American Dream			4,750,000.00			4,750,000.00
01 Downpayment assistance program			2,000,000.00			2,000,000.00
02 Local stack funding for attainable housing community partners and non-profits			2,000,000.00			2,000,000.00
03 Attainable housing tap in program			750,000.00			750,000.00
Youth and Families	250,000.00	100,000.00	170,000.00	5,350,000.00		5,870,000.00
01 Afterschool and summer literacy program expansion				1,900,000.00		1,900,000.00
02 Multi-layer literacy program	250,000.00			1,700,000.00		1,950,000.00
03 Accountability Tracker				150,000.00		150,000.00
04 Youth artists programs				100,000.00		100,000.00
05 Youth civic engagement			170,000.00			170,000.00
06 Mayor's Youth At-Work Partnership				1,250,000.00		1,250,000.00
07 City's Pool plan				250,000.00		250,000.00
08 Wi-Fi in COJ parks expansion		100,000.00				100,000.00
Grand Total	1,400,000.00	550,000.00	11,561,000.00	8,010,000.00	2,700,214.50	24,221,214.50

Youth and Families

\$5,870,000.00

To build a resilient and vibrant future for Jacksonville, we must support and invest in our youngest generations to positively shape the long-term health, stability, and prosperity of our communities. Plus, opportunities for continued education and creative recreation reduce future generations' involvement with the criminal justice system.

Afterschool and Summer Literacy Program Expansion..... \$1,900,000

This \$1,900,000 investment will expand literacy-rich programming to additional students during the school year and more students in the summer. Funding will support additional after-school slots, summer slots, and enhanced security measures in accordance with Florida State law.

Kids Hope Alliance
General Fund - Recurring
Additional funding to expand existing program / service
Current vendor / provider

Multi-layer Literacy Program.....\$1,950,000

As a portion of future citywide initiatives, solicit bids via RFP to contract for scope of work including but not limited to: Teacher Training and Coaching in Literacy: We seek to implement a comprehensive training, monitoring, and coaching model for teachers, focusing on pre-kindergarten through 3rd grade. This strategy would provide evidence-based literacy curriculum and sustained support for teachers to ensure fidelity to the program. Intensive Summer Literacy Program: A more intensive summer program has shown great promise, providing 8 hours of daily support for students. This program includes high- quality coaching, extensive literacy support, and dynamic family engagement components. Early Literacy: Partnering with First Readers, we propose providing one book per month to all children from birth to 4 years old enrolled in the School Readiness program. This initiative has already yielded positive results by involving families and teachers in the reading process. Mayor’s Literacy Challenge: Initiative aims to address various aspects of literacy improvement in Jacksonville. Funding includes allocation for software that will be implemented citywide to track the reading accomplishments of Jacksonville citizens. Additionally, a comprehensive marketing plan will be launched to raise awareness about the literacy gap and the resources available throughout the city. To further promote literacy, the initiative plans to outfit a ‘bookmobile’ that can be deployed to underserved areas, ensuring that children facing difficulties in accessing libraries and/or books have better opportunities for reading and learning.

Kids Hope Alliance
General Fund – Recurring \$1,700,000 ARP – OneTime start-up costs \$250,000
Additional funding to expand existing program / service
New RFP

Accountability Tracker.....\$150,000

These funds will be allocated to partner with a research firm for data collection mapping and analysis to identify gaps and needs. Gather qualitative data using focus groups, town hall meetings/public forums, direct or participatory observation, and key-informant interviews to gather primary data; Creates and distributes surveys; Conducts meta-analysis of historical Journey reports; Performs qualitative and quantitative data analysis using primary and secondary sources; Creates images (i.e., tables, graphs, charts, diagrams, maps, etc.) to illustrate findings from secondary data analysis. Continually identify trends with a detailed final report to include details of the assessment’s findings, recommendations, and asset mapping.

Non-Departmental / Citywide
General Fund - Recurring
Additional funding to expand existing program / service
Current vendor / provider

Youth Artists Programs.....\$100,000

Funding for out-of-school City programs that utilize the arts and experienced artists across all genres. Admission and transportation for City supported after-school programs to cultural non-profits and arts education programming. Teaching-artist residencies imbedded in city after school programs.

Kids Hope Alliance
General Fund – Recurring
Additional funding to expand existing program / service - revised requirements
New RFP

Youth Civic Engagement.....\$170,000

Support for activation of program modeled on the state programs administered across the county by the American Legion. Programs build a mythical city government by teaching high-schoolers the duties of the various city officers and guiding them through the legislative process.

Kids Hope Alliance
ARP – Pilot program
New program / service
New RFP

Mayor’s Youth At-Work Partnership\$1,250,000

Enhancement to existing program to create opportunities for additional students to join The Mayor's Youth at Work Partnership (Summer Jobs Program). This enhancement would expand its impact by offering these opportunities to more students over the summer. To support the pay and training of interns, we estimate the additional funding would more than double the existing program.

- Kids Hope Alliance
- General Fund - Recurring
- Additional funding to expand existing program / service
- Current vendor / provider

City’s Pool Plan...\$250,000

Funding to support an increase in salaries for lifeguards and staff at city pools. Funding to support marketing efforts to recruit lifeguards needed to staff COJ pools.

- Parks, Recreation and Community Services
- General Fund - Recurring
- Additional funding for existing program / service
- Departmental operating budget

COJ Pool Renovations

Funding of \$1,000,000 will be appropriated on separate **CIP legislation – 2023-808** Supplementing current funding to refresh and renovate COJ pool properties, improving safety systems and physical appearance of COJ pools countywide. Completion of renovations to Englewood High School pool.

- Parks, Recreation and Community Services
- ARP - OneTime
- Additional funding for existing CIP project – Amending FY24 project total to \$1.5 million

WiFi in COJ Parks Expansion... \$100,000

Year-1 funding will be used to determine program cost and location to install free WiFi in COJ parks in districts across the county. WiFi is essential to cell phone location service apps making access to the service an important safety feature of COJ parks. Providing free WiFi to families and children using COJ parks opens the door to a wide variety of activation possibilities such as interactive programming and learning.

ITD – IT 5 Year Plan
 General Fund – Phase 1
 New IT project
 IT staff and/or contract employee
 Additional one-time project funding will be part of FY25 IT 5-year plan

PROJECT TITLE: Wi-Fi Expansion - City Parks	FUNCTIONAL AREA / AGENCY: Parks, Rec & Community Svcs	PROGRAM AREA: Application - Department Specific
PREVIOUS CAPITAL FUNDING: \$0	PROJECT COMPLETION DATE: FY 24-25	FUNDING SOURCE-CAPITALIZED COST: Pay-Go: Contribution from General Fund

Project Description:

Expand free Wi-Fi to City parks across the County. Current year funding will be used for Phase 1 requirements / cost gathering. Phase 1 will focus on parks in the under served areas of Jacksonville within zip codes 32206, 32208, 32209, 32210, 32211, 32244 and 32254.

Level of Service Impact:

Wi-fi is essential to cell phone location service apps making access to services an important safety feature of City parks. Providing free Wi-Fi to families and children using City parks opens the door to a wide variety of activation possibilities such as interactive programming and learning.

Programs for the American Dream

\$4,750,000.00

Homeownership is integral to building a resilient city, establishing a strong local workforce, and decreasing crime. Homeowners tend to spend more time and money in their neighborhoods and have higher rates of civic involvement. Stable housing also supports better school performance among children and enhances the overall satisfaction and psychological health of families.

Downpayment Assistance Program \$2,000,000

Local funding to support individuals and families as they move from renting into home ownership. The concept of the program is to help prospective buyers who do not qualify for Federal Assistance but, due to high rental costs, need help to reach downpayment requirements.

- Neighborhoods
 - ARP – Pilot program
 - Additional funding to expand existing program / service - revised requirements
 - Current vendor / provider
-

Local Stack Funding for Attainable Housing Community Partners and Non-profits..\$2,000,000

Dedicated local funding to be distributed via appropriate process to community partners such as LISC Jax, Lift Jax, the CDCs, and other non-profits. Resources could be used to support Jacksonville Community Land Trust and Jacksonville Housing Authority to purchase properties.

- Neighborhoods
 - ARP – Pilot program
 - Additional funding to expand existing program / service - revised requirements
 - New RFP
-

Attainable Housing Tap In Program\$750,000

Funding to eliminate or reduce the impact of ‘tap in’ connection fees on low-income and attainable housing projects. Those fees are often passed onto the resident in the form of increased rent. This is separate from tap in assistance program for single-family homes. A pilot program would assist in eliminating or reducing the fees for approximately 35 projects.

- Neighborhoods
- ARP – Pilot program
- Additional funding to expand existing program / service - revised requirements
- Current vendor / provider

Addressing Homelessness

\$3,596,000.00

The lack of stable, safe, or adequate housing is right around the corner for many families. Longer time spent without a home is linked to increased levels of mental distress, substance abuse, malnutrition and more. The impact is even more devastating on children. Programs for diversion and increased shelter opportunities directly help citizens but also benefit the city by reducing the need for healthcare resources, preventing increased crime, and laying the foundation for a resilient community.

Emergency Rental and Eviction Prevention... \$2,000,000

Initiate local funding support to Emergency Rental Assistance Program to expand ability to serve increasing need with expanded eligibility to include non-COVID related rental issues. Past funding near this level was provided only to residents facing past due rent because of COVID-related circumstance. Fund supports citizens up to 12 months.

- Neighborhoods
 - ARP – Additional Funding as Needed
 - Additional funding to expand existing program / service - revised requirements
 - New RFP
-

Homelessness Diversion Trust Fund

Funding of \$500,000 will be appropriated on separate legislation – **Ordinance 2023-671**
To help those individuals and families facing immediate need. This fund is supported with matching \$500,000 from Council President’s Discretionary line-item.

Homelessness Diversion/Problem Solving Pilot... \$200,000

Support for pilot to immediately rehouse or address whatever issue is bringing a person to the front door of homeless assistance. The goal is to divert people seeking assistance out of the homeless response system and back to safe housing.

- Neighborhoods
 - General Fund – Pilot program
 - New program / service
 - New RFP
-

Emergency Homelessness Relief/Non-congregate Shelter... \$200,000

To alleviate pressure on shelters when multi-family housing structure is deemed unsafe. Funding would provide support for a limited number of days for individuals or families to stay in temporary housing allowing property owners to address the issues or find other housing options.

- Parks, Recreation and Community Services
- General Fund – Additional Funding as Needed
- New program / service
- New RFP

Homelessness Continuum of Care Bonus Match.....\$200,000

A fund to increase the likelihood of a guaranteed match by the Federal program. Continuum of Care grant competition projects require a 20% match to be considered. Funds representing a guaranteed match from COJ would increase the likelihood of an award in the national competition.

- Neighborhoods
- General Fund – Pilot program
- New program / service
- New RFP

Home Roof Initiative... ..\$996,000

A fund to help individuals and families repair or replace roofs of homes for the demonstrable purpose of retaining homeowners' insurance in order to remain in compliance with mortgage requirements. This will eliminate the inflated amount added to Homeowner's by Forced-Placed insurance and other costs that prevent sustainability and ownership.

- Neighborhoods
- General Fund – Pilot program
- New program / service
- New RFP

A Healthier Jacksonville

\$5,705,000.00

A healthy population is foundational to the physical and fiscal health of Jacksonville. Providing better healthcare and resources for Duval's growing population will improve health outcomes for all, set the stage for a more prosperous and resilient city, and save the lives of our most vulnerable populations such as children and the elderly.

Infant Mortality and Maternal Health Initiative.....\$250,000

Solicit bids via RFP to contract with an organization to address factors related to infant mortality and maternal health. A key factor in improving participation in prenatal/preventative care to improve awareness of available programs is to utilize Community Health Workers (CHW) with lived experiences who are needed to help develop a trusting relationship and to engage with women in the concentrated areas. Recommendations include but are not limited to, improved participation in preventative and prenatal care, improved awareness and utilization of community programs for pregnant women and families, and increased awareness of the impact of social determinants of health, adverse childhood experiences and systemic racism on maternal health and birth outcomes.

- Executive Director of Health Programs
- ARP – Pilot program
- New program / service
- New RFP

Mental Health Call Center... ..\$200,000

Support for two additional 9-8-8 crisis call center managers and an informational campaign about the 988 Crisis and Suicide Lifeline for mental health crisis help and resources.

The United Way of Northeast Florida does a tremendous job of taking calls from the “988” mental health hotline. They answer about 600 to 800 calls from Duval County per month. This is a 75% increase in crisis calls over the last year. They have a success rate of 98.7% in terms of avoiding Baker Acts and/or having to call 911. They are able to answer 82% of all the local (Northeast Florida) calls that come in locally. The other 18% were answered by the national call center. The United Way of Northeast Florida currently has 12 crisis managers. In order to handle an influx of calls locally they would need an additional two crisis managers.

- Executive Director of Health Programs
- ARP – Pilot program
- New program / service
- Direct Contract – United Way of Northeast Florida

Scope of Work:

Funding will be used to support two additional staff to assist with answering crisis calls at the call center.

Background/Purpose:

In the United States, 1 in 5 children and adults suffer with mental illness. The need is there. One of our goals should be to increase awareness of the “988” call center and helping people with mental/behavioral health concerns. A robust digital and social media campaign to increase the awareness of and educate the public about the utility of 988 is essential. As we educate the community and promote this call-in number, the number of calls to the United Way of Northeast Florida is expected to increase substantially. With their current staffing (12 crisis managers) we will likely see an increased percentage of calls going to the national call center instead of being handled locally. The local crisis managers have seen a 98.7% success rate at deescalating the crisis and keeping folks out of the emergency room or from being Baker Acted while setting-up appropriate follow up through a collaboration of mental health resources, locally (such as Child Guidance Center, National Alliance on Mental Illness (NAMI), Gateway, Mental Health Resource Center, Northwest Behavioral Health and Angel Kids Pediatric Foundation just to name a few). The United way of Jacksonville currently answers from 600 to 800 mental health crisis calls from Duval County per month. This is a 75% increase in crisis calls over the last year. The United Way has a success rate of 98.7% in terms of avoiding Baker Act outcomes and/or having to call 911 when engaged in responding to these crisis calls. At present, they are able to answer 82% of all local crisis calls placed in the Northeast Florida area. The other 18% are answered by the national call center who are unfortunately less effective in avoiding Baker Act or 911 responses. At present, the United Way of Northeast Florida provides these crises call services with 12 crisis managers. The funds provided by this grant will enable the United Way to hire an additional 2 crisis managers to respond to the increase in local calls and reduce the number of crisis calls directed to the national call center.

Primary Care and Wrap Around Service Access Initiative..... \$70,000

Solicit bids via RFP to contract a 3rd party to provide access to basic primary care and wrap around services. Scope of services will include providing accessibility to primary health care and wrap around services to address the social determinants of health including addressing food insecurity, paying for health insurance premiums (of those who can't afford it), for transportation to and from doctor appointments, and providing job training for those who are unemployed.

Executive Director of Health Programs
ARP – Pilot program
New program / service
New RFP

Telehealth Safety Net Clinic.....\$2,185,000

Solicit bids via RFP to contract a 3rd party to contract for Telehealth Safety Net Clinic. Scope of services to include virtual access to care for those that are uninsured. They have a 24-hour-a-day, seven days a week care navigation hotline with on demand virtual visits and they will provide a mobile unit with Paramedics to enter underserved areas. Pilot program in Healthzone 1 (32209, 08, 06, 04, 02, 54). Once the Virtual Health Provider visit is complete, the patient can navigate for follow-up care and planning with other local area safety net resources through JaxCare Connect (see Primary Care Initiative).

Executive Director of Health Programs
ARP – Pilot program
New program / service
New RFP

Pediatric Mental Health Support.....\$430,000

Solicit bids via RFP to contract a 3rd party to provide pediatric mental health. Scope of services to include, coordination of care, home evaluations, and follow-up services. Must take Medicaid. Scope of services to include, collaborative care coordinators, psycho-educational assessments, peer support/life coach case managers, ancillary provider services, admin support, helping to improve the Social Determinants of Health. In Florida, the pediatric Medicaid population is most vulnerable since most private counselors do not accept these patients. There are many that do. It is important that these groups be supported so that they may continue to provide behavioral health services but also so that they may increase and enhance these services. Clinics that provide behavioral support for Medicaid children in Northeast Florida are vital. Those that are located throughout the community, with a collaborative care team of peds psychologists, pediatricians, multilingual providers, clinics located in HRSA qualified underserved communities AND take Medicaid are well situated to make an impact.

Kids Hope Alliance
General Fund – Pilot program
New program / service
New RFP

Community Health Workers... \$200,000

Provide funding for an organization that will train Community Health Workers (CHWs).

CHWs play a crucial role in bridging the gaps between healthcare systems and underserved populations. By equipping them with the necessary knowledge, skills, and resources, we enhance the health and well-being of our community. CHWs have been shown to improve health outcomes, reduce healthcare costs, and enhance healthcare access for underserved and marginalized communities of children, adults and seniors. Their uniquely trusted position within communities allows them to address the root causes of health disparities and advocate for systemic changes to address the social determinants of health.

Executive Director of Health Programs
ARP – Pilot program
New program / service
New RFP

Elderly Food Insecurity Relief Fund... \$2,210,000

The primary goals of Home-Delivered Nutrition programs are to reduce hunger and food insecurity among older adults who are unable to obtain nutritious food for a variety of reasons. While there are several organizations providing this service, the Federal funding which helped provide a collaborative program which made the end-to-end delivery more robust ended when the COVID emergency declaration expired. The proposal is for an RFP to contract via 3rd party to enhance programs and deliver meals to reduce food insecurity among this high-risk population.

Parks, Recreation and Community Services
General Fund – Recurring
Additional funding for existing program / service
New RFP

Mental Health ‘Train the Trainer’ Fund. \$160,000

Mental Health First Aid training is offered that presents an overview of mental illness and substance use disorders and introduces participants to risk factors and warning signs of mental health problems, builds understanding of their impact, and overviews common treatments.

Those who take the course learn an action plan encompassing the skills, resources, and knowledge to help an individual in crisis connect with appropriate professional, peer, social, and self-help care. The course is for a variety of audiences and key professions.

Mental Health First Aid is a groundbreaking public education program that helps the general population identify, understand, and respond to signs of mental illnesses and substance use disorders.

Parks, Recreation and Community Services
General Fund – Pilot program
New program / service
New RFP

Sexual Assault Survivor Assistance Initiative

Funding of \$70,000 will be appropriated on separate legislation – **Ordinance 2023-762**

Enhancement to supplement program following State funding cut. Matches amount provided by Council President’s Contingency fund. Funds will assist in ensuring 24-hour coverage and response for sexual assault survivors, to include all costs associated with Sexual Assault Forensic Exams (S.A.F.E) Center.

Building Local Business

\$1,950,214.50

Local small businesses are the lifeblood of our city's economic and cultural development. They account for a significant percentage of new jobs and economic activity and help define what makes Jacksonville unique. Plus, the dollars spent in Duval with small businesses circulate longer and to greater effect within the local community.

Permitting Evolution First Step\$350,000

Solicit bids, via RFP, to audit the City’s permitting and building inspection processing services. The scope of services will include identifying business needs and gaps, training staff to map and measure performance, identifying peer agency performance metrics, and identification of specific implementation recommendations.

- Planning and Development
- ARP – OneTime
- New program / service
- New RFP

Small Business Capital Access..... \$1,000,000

Establishment of distinct programs designed to facilitate capital access for the small business community in Jacksonville. These programs are aimed at fostering economic growth, entrepreneurship, and resilience within the city. The proposed programs consist of a Micro-Grant Initiative; a Tiered Low-Interest Loan Program; and oversight by an outside institution(s) to address critical issues faced by small businesses in our community.

- Office of Economic Development
- ARP – Pilot program
- New program / service
- New RFP

Small Business Education and Augmentation \$100,000

Expansion of existing program and support of the Florida Small Business Development Center at UNF. It provides area small and growing business owners access to the proper consulting, training, and professional and government resources, thus increasing their chances of long-term success. In Duval County, funding from the City of Jacksonville leverages annual funding from the SBA, Department of Defense, State of Florida, UNF, and other public- and private-sector sources, and program income generated by workshops and special programs.

- Office of Economic Development
- General Fund – Recurring
- Additional funding for existing program / service
- Current vendor / provider
- Amend contract with UNF Florida Small Business Development Center to include additional funding

Film and Movie

Program.....\$500,214.50

The Film and Television Job / Business Creation Incentive Program is a performance-based program structured to attract high wage unique film and television production opportunities to Jacksonville that will hire area professionals and purchase goods and services from local businesses. The program provides a rebate of 10% to qualified productions for direct qualified expenditures based on the program process defined in the Public Investment Policy (PIP).

Office of Economic Development
Additional Funding as Needed: General Fund – \$300,000 ARP – \$200,214.50
Funding for existing program / service
OED staff

Honoring Service

\$50,000

For individuals on active duty and who previously served in the U.S. armed forces, the transition to civilian life can be tough. Through advocacy, direct support, and building awareness, Jacksonville can ensure that veterans are empowered in their future endeavors.

Military and Veteran’s Program Outreach..... \$50,000

Initiate awareness and marketing campaign aimed at connecting more veteran and active-duty military members and families to COJ supported programs.

- Military and Veterans Affairs
- General Fund – Recurring
- Additional funding in department operating budget
- Military and Veterans Affairs staff

Veterans Community Center First Step Fund

Funding of \$250,000 will be appropriated on separate **CIP legislation – 2023-808**

Funding to support initial costs to research, procure, renovate, either new building or existing structure for future Veterans Community Center. Potential uses include site survey, engineering drawings, build-out design, etc. Final build-out or real estate purchase budget to be included in future CIP. Future center staffing requirements to be included in future budget / personnel decisions.

- Public Works
- ARP – OneTime
- Funding for new CIP project

Accessible Duval

\$500,000

An accessible city improves the lives of all residents. Families and communities are strong, happier socially, and better off financially. Individuals can enjoy increased independence and stay involved in their local workforce and cultural institutions.

Disabled Community Support.....\$200,000

The program provides a better quality of life for individuals: Newly diagnosed with a disability and going through the insurance coverage process; Waiting for their medical equipment to be delivered; Have equipment out for repair. The program will allow these individuals to borrow Durable Medical Equipment (DME) temporarily at no cost. Funding will be used to purchase replacement parts such as wheelchair batteries, tires, tubes, etc. Purchase high-demand equipment i.e., bariatric equipment, manual wheelchairs, rollators, walkers, shower chairs, diabetic shoes, etc.

- Parks, Recreation and Community Services
- Disabled Trust Fund – Recurring
- Additional funding for existing program / service
- New RFP - remove request for direct contract

Grant application process evolution... \$200,000

Support ITD project to gather requirements to develop paperless grant application process to be used by all COJ and COJ-adjacent organizations. Develop a ‘one-size fits most’ application to allow organizations to efficiently compete for grant opportunities and track their applications in the system.

- ITD – IT 5 Year Plan
- General Fund – Phase 1
- New IT project
- IT staff and/or contract employee
- Additional one-time project funding will be part of FY25 IT 5-year plan

PROJECT TITLE: Grant Application Solution	FUNCTIONAL AREA / AGENCY: Citywide	PROGRAM AREA: Enterprise Solution
PREVIOUS CAPITAL FUNDING: \$0	PROJECT COMPLETION DATE: FY 24-25	FUNDING SOURCE-CAPITALIZED COST: Pay-Go: Contribution from General Fund
<u>Project Description:</u>		
Develop an end-to-end grant application solution to be used by COJ and grant applicants to allow organizations to efficiently compete for grant opportunities and track their applications. Current year funding will be used for requirements / cost gathering.		
<u>Level of Service Impact:</u>		
System should provide consolidated data and information to reduce duplicate functions, improve efficiencies and implement industry best practices.		

Community Open House for Non-profits.....\$100,000

Funding to support an open house for the community to be introduced to and interact with various COJ supported non-profit organizations. Support a celebration of the hundreds of non-profit workers and volunteers. Develop a fundraising event in conjunction with an open house.

Parks, Recreation and Community Services

General Fund – Recurring

New program / service

Special Events operating budget

Beautiful Jacksonville

\$1,800,000

Investment in beautification efforts and culture development provides a holistic benefit to the city. For our citizens, it creates an appealing and vibrant community, spurring investment, supporting mental health and wellbeing, and securing the legacy of Jacksonville as a good place to put down roots. It also supports economic efforts to attract new, quality businesses that bring jobs as well as engaged tourists who will stay long and spend more dollars in the local economy.

CPAC Public Art Initiative \$150,000

Public art initiative partnering with 6 CPAC districts. Funding would pass through the Cultural Council/Art in Public Places to CPACs. Connects neighborhoods through arts integration.

- Cultural Council
- General Fund – OneTime
- Additional funding to expand program / service for specific purpose
- Current vendor / provider
- Contract approval included with legislation to direct funding for this specific purpose

Background/Purpose:

The creation and installation of public art projects which align with the identity of the neighborhood and the telling of the stories of our diverse communities through art is vital to deepening our civic pride. Artist(s) must reside in CPAC district where project will be installed/displayed.

Scope of Work:

Funding will be used to:

- Support public art projects by local artists in coordination with each of the City’s six CPAC districts (\$25,000 per district); and
- Develop timeline for opening process from submission through selection and installation.

Artists selected will live in the district where their art, which will celebrate the unique culture and history of that area, will be installed. Each CPAC will have a \$25,000 budget to execute.

Direct Grants for Artists..... \$750,000

Public/Private partnership for direct artist grants and professional development. Allows artists, cultural workers, and creative entrepreneurs to apply for grants to continue their work. Invest in artists as essential workers in the economic development and social cohesion of the city.

- Cultural Council
- ARP – Pilot
- Additional funding to expand program / service for specific purpose
- Current vendor / provider
- Contract approval included with legislation to direct funding for this specific purpose

Background/Purpose:

Retaining local artistic talent is vital to supporting a vibrant arts community. Increasing the Cultural Council’s ability to award grants directly to individuals and/or arts-based private businesses is a critical element to that talent retention effort. Grants will be rewarded to applicants meeting talent-based criteria to be set forth by Cultural Council in increments of \$5,000 – \$15,000.

Scope of Work:

- Retains artists, cultural workers, and creative entrepreneurs.
- Invests in artists as essential workers in the economic development and social cohesion of the City.
- Increases capacity in the cultural class, hence making the highest quality art more available to more people.
- Provides a complete edge in marketing Jacksonville as an ‘arts forward’ city, attracting regional and national funding.

Additional Grant Requirements and Restrictions:

Basic Eligibility - Duval County residency, minimum age of 18, required professional/educational credentials, listing of artistic/cultural disciplines to be included (i.e. “historian,” which would match the definition of arts/culture in Chapter 118, Part 6.).

Specific evaluation criteria would be developed to match the goals of the city for this program, including: attraction and retention of talent, increased livability and quality of life, etc. Applicants will submit a representative body of work.

Type of Funding - General support that allows the recipient the time, space, equipment, specialized training/continuing education, and/or assistance needed to focus on the creation of art, to move a career in arts/culture forward and/or on an arts-related business.

Professional development - Both applicants and grantees would be required to participate in a series of related professional development opportunities to be determined by the Cultural Council.

Whether grants could be made to the same individuals for consecutive years should be considered based on the results of the pilot year.

No matching requirements for grantees.

Black History Destination Activation \$250,000

Solicit bids via RFP for mapping, marking, and marketing of key Black history sites in Jacksonville. Support, fund, acknowledge, amplify and connect Jacksonville’s Black Historical Cultural destinations (those that already exist and shovel-ready projects) including, but not limited to Norman Studios in Arlington, Ritz Theatre and Museum, Jacksonville Music Museum in downtown, Black History and Legacy of LaVilla at Old Stanton School in downtown, J.P. Smalls Park/Durkeeville/Bob Hayes Museum, LaVilla Marker project, Jacksonville Community Remembrance Project Historic Markers and Monument, Lift Every Voice and Sing Park and James Weldon Johnson Park, other Black historical cultural destinations outside the Downtown core, such as Mandarin Museum and park, Out East, Gullah Geechee sites in Arlington, Old Mayport, etc.

- Neighborhoods
- General Fund – Phase 1
- New program / service
- New RFP

MLK Week of Service programs

Funding of \$284,000 will be appropriated on separate legislation – **Ordinance 2023-764**
Funding for implementation of programming and awareness campaign calling for Week of Service around MLK Day. United Way has received an AmeriCorps grant to pilot such a program. The recommendation is for the city to team up with United Way to deliver this program at a higher scale.

‘Cool Communities’ Initiative \$500,000

Build community forest/orchards with tree selections that address neighborhood heat and climate change. Plant trees that help sequester carbon at parks on vacant city land.

Launch in Health Zone 1: 32208, 32209, 32206, 32202, 32204, and 32254.

- Public Works
- Tree Protection Trust Fund – OneTime
- Funding for existing program / service
- Project will come before the Tree Commission

Riverfront Parks Conservancy... \$150,000

Seed funding for public/private commitment to Riverfront Parks Conservancy to plan, design, and create a resilient, unified riverwalk to achieve a world-class visitor experience with operational and facility needs. RPC will supplement and coordinate with the Parks Department to activate revenue generating activities, dining options, added amenities and events.

- Parks, Recreation and Community Services
- General Fund – OneTime
- New program / service
- New RFP - remove request for direct contract

City of Jacksonville

Shoaling investigation

Dr. Jeremy Stalker, Dr. Gerry Pinto, Department of Biology and Marine Science, Jacksonville University

Phase 1. Pre-study.

Initial sampling, matching and tracer manufacture of shoaling sediment compositions, tracer placement, and monitoring.

1. Sampling of sediment composition of shoals and areas of suspected source material.
2. Manufacture tracer grains that match probable source compositions.
3. Emplace grains in place of suspected source.
4. Monitor shoals for accumulation of tracer grains from chronic and acute events.

Summary of Phase 1. Pre-study.

This portion of the study will focus on tracking sediment grains made to match the sediment of suspected shoal source material. Sediment grains that are UV reactive and magnetic will be produced by Paratec Geomarine to match samples from the shoaling area. We will emplace these samples in the probable source area and begin to synoptically sampling. Sampling will take place over a 12-month period to ensure coverage of the wet and dry seasons and the effects of possible tropical systems. Samples will be collected by Dr. Stalker, Dr. Pinto, undergraduate and graduate students from JU. Samples will be collected, prepared, and analyzed by microscope at the Jacksonville University Marine Science Research Institute.

Phase 1a:

We will collect samples along the flow path of the spoil sight from the area of emplacement to the discharge point (Figure 1). This will help determine the sediment makeup of the spoil pile. This will consist of several push core samples of the surface sediments. Samples will then be dewatered in a drying oven, and run through a standard set of sieves and examined under a microscope to determine the grain size distribution and mineralogy of the spoil sediments.



Figure 1. Estimated spoil sample sites. Orange circles represent approximate push core sample sites, orange arrows indicate probable flow path of dredge materials.

Phase 1b:

Samples of the shoal and surrounding areas will be collected to determine the sediment makeup of the benthic sediments. Samples will be taken by push core near the outfall area of the pile, in the probably flow path of the river to the shoal, and on the shoal itself (Figure 2). The shoal is presumably lenticular in shape and samples will be distributed in the head region, the tail region and the distal sides of the shoal. All samples will be dewatered in a drying oven and run through a set of standard sieves and examined under a microscope to determine the sediment distribution and mineralogy of the shoal sediments. This sampling will in part be driven by examination of the high precision benthic survey acquired during the emplacement of warning signage.



Figure 2. Probable push core locations in river sediments and submarine/subaerial trap locations. The solid red line indicates the approximate outline of the shoal, red circles indicate push core samples, blue triangles subaquatic magnetic traps, and green triangles subaerial filter traps.

Phase 1c:

A representative set of samples of the spoil material will be dried and sent to Paratec for matching the tracer sediments. Paratec will produce a tracer sediment that matches the spoil sediments to properly behave like the sediments in the spoil pile.

Phase 1d:

Submarine Tracer grain “traps” will be deployed along the predicted flow paths of the river in the area around the spoil pile. Multiple Sediment collection plates will be deployed at several areas on the shoal (Figure 2). Subaerial filter traps will be deployed adjacent to the river in between the spoil pile and the shoal to help determine any aeolian sediment transport that may be contributing to the shoal from the spoil. When the traps and plates are in place, the tracer grains will be deployed in the spoil pile at multiple points along the flow path of the system. The timing of this material ideally will coincide with active dredging to mimic the normal sediment movement in this phase of activity in the spoil. During dredging, weekly push cores will be collected in the sediments between the discharge point of the spoil through the shoaling area. The shoal will be sampled on all sides and in the center as well. Samples will be dewatered, and examined by UV light, and magnetics to determine the presence

of tracer material if any that is present in the sample. Submarine, and subaerial traps will be sampled bi weekly to look for the presence of the tracer grains. Settling plates will be inspected monthly to determine growth rates of the different areas of the shoals.

Deliverables:

1. Confirmation of Refute of suspected sources.

Phase 1 Cost: \$297,000

Phase 2. Detailed mapping and sampling.**Objectives:**

1. High resolution bathymetric mapping of areas of COJ shoaling concerns.
2. High resolution water flow data.
3. Initial sampling of sediment composition of shoals and areas of suspected source material.

Summary of Phase 2.

This initial portion of the study involves intensive mapping of the areas of concern. This includes the areas around the mouth of Clapboard Creek (CK), and the Black River (BR) back-cut. This will also include other areas of concern to the City of Jacksonville (COJ) Waterways Committee. This portion will include the acquisition of a Teledyne 6025 multibeam echo sounder and side scan sonar and mapping software for Jacksonville University. This mapping is critical to understanding the true size and shape of the shoals, locations of channels, and probable sediment pathways. The second part of Phase 1 will be mapping the surface water flow dynamics of the confluence of CK and BR at multiple tidal phases. This will get us a better understanding of the direction of flow and probable pathways of sediment transport and depositional areas, as well as tidal phases and water levels associated with probable erosional and depositional events. This will be accomplished using the existing Seabird ADCP at JU and rental of a shallow water RiverRay directional water velocity meter. The third part of this phase is the targeted sampling of sediments in and around the shoals and areas of probable sediment sources. This will include both coring and grab samples, processing and analysis of sediment composition and size distribution. This will be data used to produce and distribute manufactured sediment in Phase 2.

Deliverables:

1. High resolution bathymetric maps of the areas of concern.
2. Velocity flow maps of the areas of concern at multiple tidal stages.
3. Sediment emplacement rates and modeled growth of the shoal.

Estimated cost: \$280,000

Phase 3. Full Area Grain Tracer Study.

Objectives:

1. Manufacture tracer grains that match probable source compositions.
2. Emplace grains in place of suspected source.
3. Monitor shoals for accumulation of tracer grains from chronic and acute events.
4. Calculate sediment accumulation rates.

Summary of Phase 3.

This portion of the study will focus on tracking sediment grains made to match the sediment of suspected shoal source material, calculating rates of accumulation on the shoals and the main drivers of sediment production and emplacement. Sediment grains that are UV reactive and magnetic will be produced by Paratec Geomarine to match samples from Phase 1. We will emplace these samples in the probable source area and begin to synoptically sampling. Sampling will take place over a 12-month period to ensure coverage of the wet and dry seasons and the effects of possible tropical systems. This is to ensure analysis that looks at the long-term chronic sediment dynamics and the short, punctuated events around tropical systems. Samples will be collected by Dr. Stalker, Dr. Pinto, undergraduate and graduate students from JU. Samples will be collected and analyzed by microscope at JU for the presence, volume, and rate of accumulation of manufactured grains in the shoaling areas. This data, combined with the mapping and water flow data from Phase 1 will be combined into a predictive sediment flow model.

Deliverables:

2. Analysis of the rate accumulation of shoaling materials.
3. Growth dynamics of the shoals of interest.
4. Predictive model of sediment dynamics in the CK and BR confluence area.

Phase 3 Cost: \$430,000

This complete study will overall take 12-24 months to accomplish depending on the numbers of phases funded and the timing of dredge operations. Results and analysis will be ongoing as data is collected and analyzed with deliverable to be due during and at the end of that time frame. This study will benefit the city in indirect ways. The acquisition of analytical equipment will ensure that this kind of analysis will be available and low cost or pro bono in future studies. The work will employ and train multiple JU undergraduate and graduate students to conduct these kinds of studies in their professional careers. Equipment will be used in courses and as part of the department curriculum as well. If the suspected primary source of sediment is inconclusive the equipment will all be in place to investigate other possible source sites or investigate other areas of shoaling problems.

1 Introduced by Council Member Pittman:
2
3

4 **ORDINANCE 2023-765**

5 AN ORDINANCE REGARDING THE JACKSONVILLE SMALL
6 AND EMERGING BUSINESS PROGRAM; AMENDING SUBPART
7 A (GENERAL PROVISIONS), SUBPART B (PROGRAM
8 ADMINISTRATION), SUBPART C (PROGRAM SUPPORT
9 SERVICES; MARKETING AND OUTREACH; DISPARITY
10 STUDY UPDATE), AND SUBPART D (PROGRAM
11 ELIGIBILITY, PROCEDURES, AND OTHER
12 REQUIREMENTS), PART 6 (JACKSONVILLE SMALL AND
13 EMERGING BUSINESS PROGRAM), CHAPTER 126
14 (PROCUREMENT CODE), *ORDINANCE CODE*; REPEALING
15 SECTION 7 OF ORDINANCE 2021-117-E REGARDING THE
16 TEMPORARY SUSPENSION OF THE JSEB ADMINISTRATOR'S
17 AUTHORITY TO DECERTIFY A JSEB DUE TO
18 NONCOMPLIANCE WITH THE JSEB PROGRAM ELIGIBILITY
19 CRITERION PERTAINING TO PERSONAL NET WORTH
20 LIMITATIONS; PROVIDING FOR CODIFICATION;
21 PROVIDING AN EFFECTIVE DATE.
22

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

24 **Section 1. Amending Subpart A (General Provisions), Subpart**
25 **B (Program Administration), Subpart C (Program Support Services;**
26 **Marketing Outreach; Disparity Study Update), and Subpart D (Program**
27 **Eligibility, Procedures, and Other Requirements), Part 6**
28 **(Jacksonville Small and Emerging Business Program), Chapter 126**
29 **(Procurement Code), *Ordinance Code*.** Subpart A (General Provisions),
30 Subpart B (Program Administration), Subpart C (Program Support
31 Services; Marketing Outreach; Disparity Study Update), and Subpart D

1 (Program Eligibility, Procedures, and Other Requirements), Part 6
2 (Jacksonville Small and Emerging Business Program), Chapter 126
3 (Procurement Code), *Ordinance Code*, are hereby amended to read as
4 follows:

5 **CHAPTER 126 PROCUREMENT CODE**

6 * * *

7 **PART 6. JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM**

8 **SUBPART A. GENERAL PROVISIONS**

9 * * *

10 **Sec. 126.604 - Definitions.** The following words and phrases as used
11 in this Part shall have the following meaning:

12 * * *

13 "*micro-business JSEB*" shall mean a JSEB ~~who has a personal net worth~~
14 ~~of \$300,000 or less~~ having annual gross revenue, averaged over the
15 immediately preceding three-year period, not exceeding \$3,000,000 and
16 ~~is at least a 51 percent majority owner of the business.~~

17 * * *

18 **SUBPART B. PROGRAM ADMINISTRATION**

19 * * *

20 **Sec. 126.607. - JSEB Monitoring Committee; Annual Program Review.**

21 (a) *Establishment; purpose.* There is established a seven-member JSEB
22 Monitoring Committee ("Committee"), to annually review, in
23 consultation with the JSEB Administrator: (i) the status of the
24 Program Goals, including, but not limited to, the percentage, number,
25 and dollar value of contracts awarded to JSEBs through direct
26 contracting and subcontracts; (ii) the training programs, the "AC
27 Program," and the bond enhancement program required herein; (iii)
28 difficulties or accomplishments of the Program; (iv) a comparison of
29 the achievements under the Program compared with the Program Goals;
30 (v) the maximum threshold ~~amounts~~ amount for ~~personal net worth and~~

1 annual averaged gross ~~receipts~~ revenue referenced in Section
2 126.613(c); and (vi) the limitation on the number of program
3 participation years in Section 126.613(c) to determine if such amounts
4 and limitation on the number of years are appropriate for the Program.
5 Based on the Committee's required Program review, the Committee may
6 recommend to the Mayor or City Council amendments to the Program in
7 the form of a report.

8 * * *

9 **SUBPART C. PROGRAM SUPPORT SERVICES; MARKETING AND OUTREACH;**
10 **DISPARITY STUDY UPDATE**

11 * * *

12 **Sec. 126.612. - Disparity Study Update.** Subject to availability of
13 funds, the Equal Business Opportunity Office shall have completed an
14 update to the 2013 disparity study regarding the City of Jacksonville
15 contracts on or before ~~August 31, 2023~~ February 29, 2024. Upon
16 receipt and review of the completed disparity study update, the JSEB
17 Administrator shall provide a report to the Mayor and City Council
18 regarding the analysis and results of the disparity study update.

19 * * *

20 **SUBPART D. - PROGRAM ELIGIBILITY, PROCEDURES, AND OTHER**
21 **REQUIREMENTS**

22 **Sec. 126.613. - Jacksonville Small and Emerging Businesses defined.**

23 * * *

24 (c) To be certified as a JSEB, an individual owner must meet the
25 following criteria:

26 (1) Either reside currently in Duval County for a minimum twelve
27 consecutive month period immediately preceding the JSEB
28 application date or have an established business with a
29 principal place of business in Duval County for a minimum
30 eighteen (18) month consecutive period and reside in Duval, St.

1 Johns, Nassau, Baker, or Clay County for one year total within
2 the five County area;

3 ~~(2) Have a personal net worth, excluding personal residence,~~
4 ~~that is equal to or less than \$1,320,000, such personal net~~
5 ~~worth to include business value and assets (measured as book~~
6 ~~value), ownership in other businesses, and all other assets~~
7 ~~personally owned or held in trust for the individual owner's~~
8 ~~benefit, provided, however, that, notwithstanding personal net~~
9 ~~worth, certification hereunder shall require that annual gross~~
10 ~~receipts revenue, averaged over the immediately preceding three-~~
11 ~~year period, not exceed exceeding \$12,000,000. The averaged~~
12 ~~annual gross receipts and personal net worth revenue maximum~~
13 ~~threshold amounts amount shall be subject to annual analysis by~~
14 the JSEB Administrator and reviewed by the JSEB Monitoring
15 Committee pursuant to Section 126.607 herein;

16 * * *

17 (12) Be a business, including a sole proprietorship,
18 partnership, corporation, limited liability company, or any
19 other business or professional entity:

20 (i) Which business is at least 51 percent owned by one or
21 more individuals who have held such ownership interests for at
22 least one year and who have each met the criterion in paragraph
23 (c) (1) provided that such business has been in existence for at
24 least one year; and

25 ~~(ii) In the case of a publicly owned business, at least 51~~
26 ~~percent of all classes of the stock of which is owned by one or~~
27 ~~more of such persons each of whom meets the personal net worth~~
28 ~~criteria set forth above; and~~

29 ~~(iii)~~ Be a citizen or lawfully admitted permanent resident
30 of the United States and be compliant with the residency
31 requirements of this Program.

1 * * *

2 **Sec. 126.615. - Jacksonville Small and Emerging Business Program**
3 **Goals; Other Program Directives.**

4 * * *

5 (f) *Micro-business program.* The JSEB Administrator in consultation
6 with the Chief shall be responsible for developing and implementing
7 a micro-business program. The purpose of the micro-business program
8 shall be to ensure that a micro-business JSEB (as defined in Subpart
9 A of this Chapter) has an adequate share of direct contracting and
10 subcontracting opportunities in the Program. Such program may include
11 participation requirements based on tiered levels of ~~personal net~~
12 ~~worth and annual averaged gross receipts~~ revenue, not to exceed the
13 ~~maximum personal net worth and annual averaged gross receipt amounts~~
14 revenue amount set forth in Section 126.613 herein. The JSEB
15 Administrator shall promulgate rules and guidelines regarding such
16 program ~~with~~ without further Council approval.

17 * * *

18 **Section 2. Repealing Section 7 of Ordinance 2021-117-E**
19 **regarding the temporary suspension of the JSEB Administrator's**
20 **authority to decertify a JSEB due to noncompliance with the JSEB**
21 **Program eligibility criterion contained in Section 126.613(c)(2),**
22 **Ordinance Code, pertaining to personal net worth limitations.** Section
23 7 of Ordinance 2021-117-E regarding the temporary suspension of the
24 JSEB Administrator's authority to decertify a JSEB due to
25 noncompliance with the JSEB Program eligibility criterion contained
26 in Section 126.613(c)(2), *Ordinance Code*, pertaining to personal net
27 worth limitations, is hereby repealed as of the effective date of
28 this ordinance.

29 **Section 3. Codification.** The Codifier and the Office of
30 General Counsel are authorized to make all Ordinance Code changes set
31 forth herein, editorial changes, and any others changes necessary to

1 make the Ordinance Code consistent with the intent of this
2 legislation. Additionally, the Codifier and the Office of General
3 Counsel are approved and directed to make changes to the Ordinance
4 Code consistent with this ordinance when inconsistencies are
5 discovered.

6 **Section 4. Effective date.** This ordinance shall become
7 effective upon signature by the Mayor or upon becoming effective
8 without the Mayor's signature.

9

10 Form Approved:

11

12 /s/ Lawsikia J. Hodges

13 Office of General Counsel

14 Legislation Prepared by: Lawsikia J. Hodges

15 GC-#1594142-v2-CM_Pittman_Jacksonville_Small_and_Emerging_Business_(Ch__126__Part_6_-

16 _Amendment).docx

1 Introduced by the Council President at the request of the Mayor:
2
3

4 **ORDINANCE 2023-766**

5 AN ORDINANCE APPROPRIATING \$1,813,000 FROM
6 GENERAL FUND OPERATING - FUND BALANCE TO PROVIDE
7 FUNDING FOR THE CITY'S ACQUISITION OF AN
8 APPROXIMATELY .38 ACRE IMPROVED PARCEL LOCATED
9 AT 865 GOLFAIR BOULEVARD, JACKSONVILLE, FLORIDA
10 (R.E. NO. 031960-0000) IN COUNCIL DISTRICT 10
11 (THE "PROPERTY"), TO BE USED AS A COMMUNITY
12 CENTER OR PUBLIC BUILDING, AS INITIATED BY B.T.
13 24-017; APPROVING AND AUTHORIZING THE MAYOR, OR
14 HER DESIGNEE, AND THE CORPORATION SECRETARY TO
15 EXECUTE AND DELIVER THAT CERTAIN REAL ESTATE
16 PURCHASE AGREEMENT (THE "AGREEMENT") BETWEEN THE
17 CITY OF JACKSONVILLE AND SBPS #3 JI LLC, A
18 FLORIDA LIMITED LIABILITY COMPANY, AND ALL
19 CLOSING AND OTHER DOCUMENTS RELATING THERETO,
20 AND TO OTHERWISE TAKE ALL NECESSARY ACTION TO
21 EFFECTUATE THE PURPOSES OF THE AGREEMENT TO
22 PURCHASE THE SUBJECT PROPERTY AT THE NEGOTIATED
23 PURCHASE PRICE OF \$1,800,000; AMENDING THE 2024-
24 2028 FIVE-YEAR CAPITAL IMPROVEMENT PLAN APPROVED
25 BY ORDINANCE 2023-505-E TO ADD THE PROJECT
26 ENTITLED "BRENTWOOD COMMUNITY CENTER" AND TO
27 REFLECT THIS APPROPRIATION OF FUNDS TO THE
28 PROJECT; PROVIDING FOR OVERSIGHT BY THE REAL
29 ESTATE DIVISION AND PARKS, RECREATION, AND
30 COMMUNITY SERVICES DEPARTMENT; PROVIDING AN
31 EFFECTIVE DATE.

1
2 **WHEREAS**, SBPS #3 JI LLC, a Florida limited liability company
3 ("Seller"), is the owner of improved real property approximately .38
4 acres located at 865 Golfair Boulevard, Jacksonville, Florida (R.E.
5 No. 031960-0000) (the "Property"); and

6 **WHEREAS**, the Property is located in the Brentwood community in
7 Council District 10 and adjacent to KIPP Voice Academy, a public
8 charter school with approximately 800 enrolled students (the
9 "School"); and

10 **WHEREAS**, the Seller previously intended to use the Property as
11 a liquor store; and

12 **WHEREAS**, in the best interest of the Brentwood community and the
13 City, the City agrees to purchase the Property from Seller for the City's
14 use as a community center or public building as provided herein; now
15 therefore

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

17 **Section 1. Recitals.** The recitals above are correct and
18 incorporated herein by reference.

19 **Section 2. Appropriation.** For the 2023-2024 fiscal year,
20 within the City's budget, there are hereby appropriated the indicated
21 sum(s) from the account(s) listed in subsection (a) to the account(s)
22 listed in subsection (b):

23 (B.T. 24-017, attached hereto as **Exhibit 1** and incorporated herein
24 by this reference)

25 (a) Appropriated from:

26 See B.T. 24-017 \$1,813,000

27 (b) Appropriated to:

28 See B.T. 24-017 \$1,813,000

29 (c) Explanation of Appropriation:

30 The funding above represents an appropriation of \$1,813,000
31 from the General Operating Fund - Fund Balance account for

1 the acquisition of the Property for the City's use as a
2 community center or public building in the Brentwood
3 community (the "Project").

4 **Section 3. Purpose.** The purpose of the appropriation in
5 Section 2 is to provide funding for the acquisition of the Property
6 for the Project.

7 **Section 4. Approval and Authorization to Execute Real**
8 **Estate Purchase Agreement and Closing Documents.** The Real Estate
9 Purchase Agreement (the "Agreement") provides for the acquisition of
10 the Property, as depicted on **Exhibit 2**, for the City's use as a
11 community center or public building. There is hereby approved, and
12 the Mayor, or her designee, and the Corporation Secretary are hereby
13 authorized to execute and deliver, for and on behalf of the City,
14 that certain Real Estate Purchase Agreement between the City and
15 Seller, in substantially the form attached hereto as **Exhibit 3** and
16 incorporated herein by this reference, and all such closing and other
17 documents necessary or appropriate to effectuate the purpose of this
18 Ordinance (with such "technical" changes as herein authorized). The
19 negotiated purchase price of the Property is \$1,800,000 and is
20 supported by an appraisal obtained by the City. The Agreement does
21 not require a deposit from the City.

22 The Real Estate Purchase Agreement, and any and all closing and
23 other documents related thereto, may include such additions,
24 deletions, and changes as may be reasonable, necessary, and incidental
25 for carrying out the purposes thereof, as may be acceptable to the
26 Mayor, or her designee, with such inclusion and acceptance being
27 evidenced by execution of the Agreement by the Mayor, or her designee;
28 provided however, no modification of the Agreement or related
29 documents may increase the financial obligations or liability of the
30 City to an amount in excess of the amount stated in the Agreement or
31 decrease the financial obligations or liability of the Sellers, and

1 any such modification shall be technical only and shall be subject
2 to appropriate legal review and approval by the Office of General
3 Counsel. For purposes of this Ordinance, the term "technical changes"
4 is defined as those changes having no financial impact to the City,
5 including, but not limited to, changes in legal descriptions or
6 surveys, ingress and egress, easements and rights of way, design
7 standards, access and site plans, resolution of title defects, if
8 any, and other non-substantive changes that do not substantively
9 increase the duties and responsibilities of the City under the
10 provisions of the Agreement.

11 **Section 5. Capital Improvement Plan Amendment.** Ordinance
12 2023-505-E, adopting the 2024-2028 Five-Year Capital Improvement Plan
13 (the "CIP") for the City and certain of its independent agencies, is
14 hereby amended to include the appropriation of funds to the Project,
15 as more fully described in the Project Information Sheet attached
16 hereto as **Exhibit 4** and incorporated herein by this reference. The
17 City Council finds that the deferral of this amendment of the CIP
18 until the next annual budget and CIP review will be detrimental to
19 the best interests of the community because the City's acquisition
20 of the Property will enable the City to provide a community center
21 or public building in the Brentwood community.

22 Pursuant to Section 122.605(c), *Ordinance Code*, enactment of
23 this Ordinance requires the affirmative vote of two-thirds of the
24 City Council members present at the meeting because of the CIP
25 amendment set forth in this section. This Ordinance shall constitute
26 an amendment to Ordinance 2023-505-E. In all other respects, the
27 Five-Year Capital Improvement Plan approved by Ordinance 2023-505-E
28 shall remain unchanged and continue in full force and effect.

29 **Section 6. Oversight.** The Real Estate Division of the
30 Department of Public Works shall oversee the acquisition of the
31 Property, and the Department of Parks, Recreation, and Community

1 Services shall provide oversight of the Property thereafter.

2 **Section 7. Effective Date.** This Ordinance shall become
3 effective upon signature by the Mayor or upon becoming effective
4 without the Mayor's signature.

5
6 Form Approved:

7
8 /s/ Lawsikia J. Hodges

9 Office of General Counsel

10 Legislation Prepared By: Lawsikia J. Hodges

11 GC-#1594156-v3-Legislation_-_PSA_Golfair_Blvd_Liquor_Store_Purchase_.docx

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Parks, Recreation and Community Services
Department or Area Responsible for Contract / Compliance / Oversight

10
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

All-Years
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): Yes

Justification for Waiver

Justification for / Description of Transfer:

Appropriate funding to purchase building and property at 865 Golfair Blvd RE# 031960-0000 and create Brentwood Community Center project.

Net Amount Appropriated and/or Transferred: \$1,820,400.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT24-017

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: _____

Date Initiated: _____

Prepared By: _____

Phone Number: _____

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

Budget Office approval does not confirm; whether or not a grant requires a new 1Cloud grant number nor the availability or use of prior-year revenue and/or the use of fund balance appropriations in all-years subfunds.

_____ Budget Officer Initials

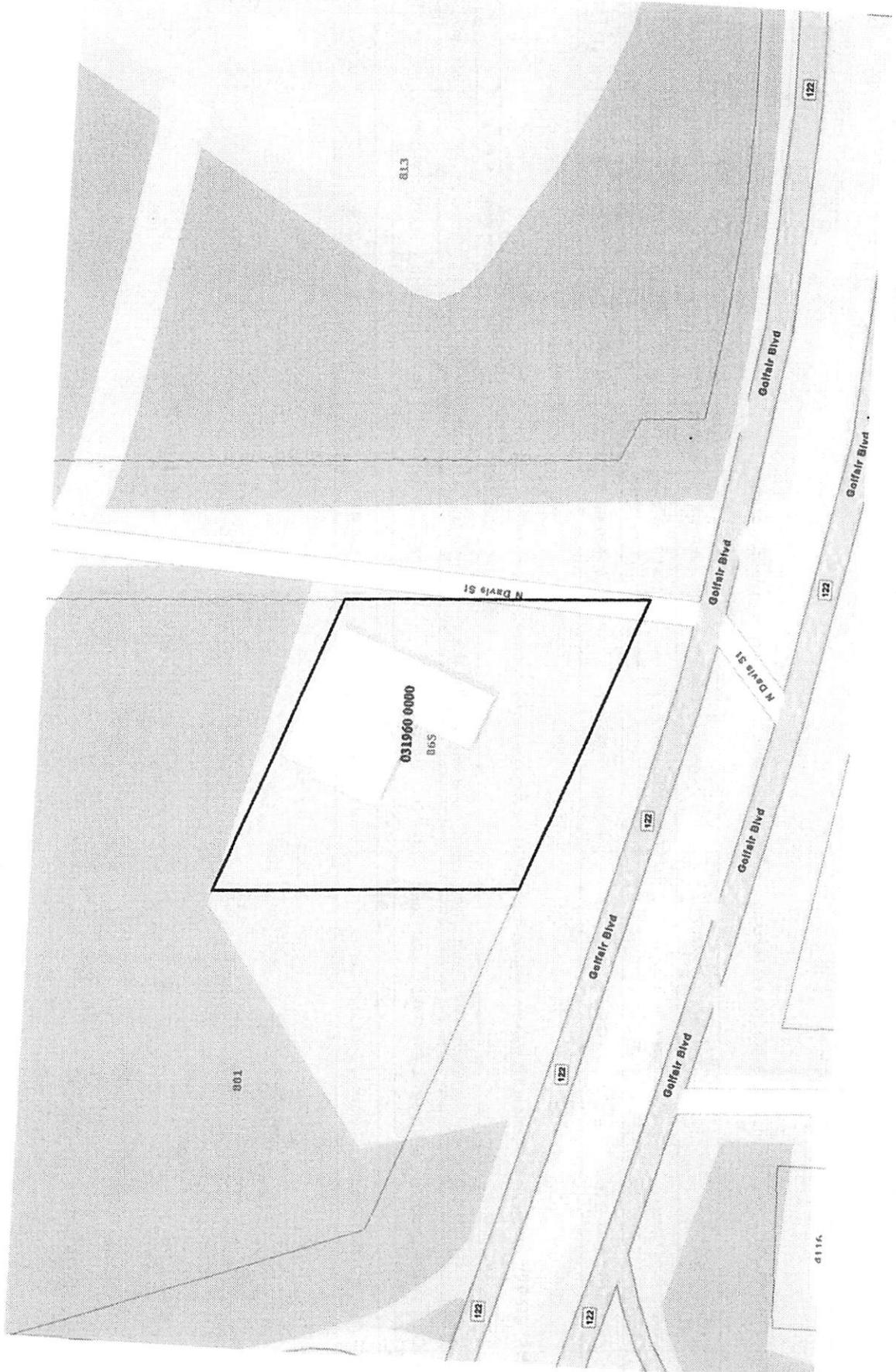
TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Total: \$3,640,800.00					Accounting Codes						
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
Rev	General Fund Operating	Subfund Level Activity	Transfer from Fund Balance	\$1,820,400.00	00111	191009	389010	000000	00000526	00000	0000000
Rev	Authorized Capital Projects	Transfer From General Fund	Interfund - Transfer In	\$1,820,400.00	32124	191040	381910	010842	00000000	00111	0000000

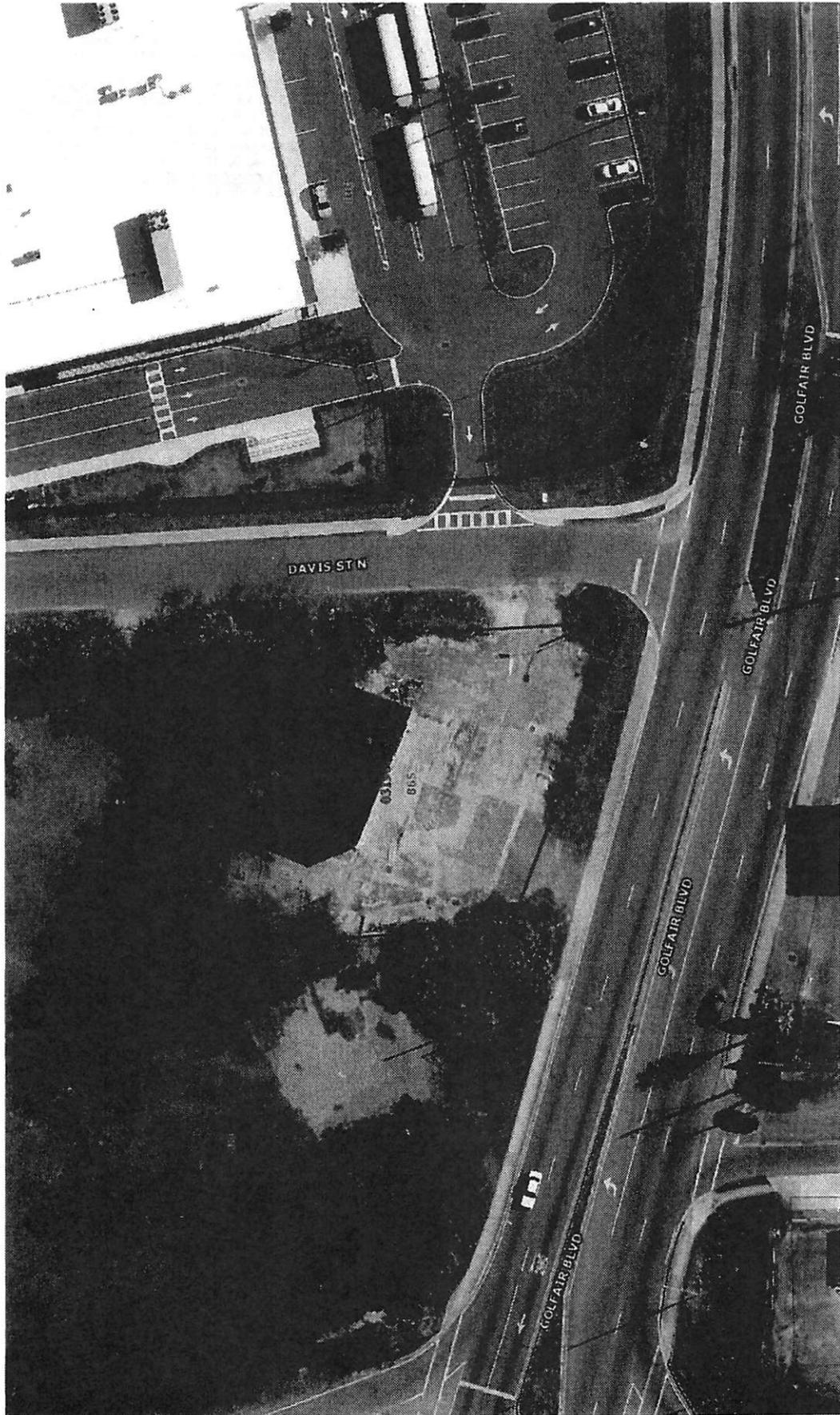
TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Total: \$3,640,800.00					Accounting Codes						
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
Exp	General Fund Operating	Transfer to Authorized Capital Project	Interfund - Transfer Out	\$1,820,400.00	00111	191040	591910	00000	00000000	32124	0000000
Exp	Authorized Capital Projects	Brentwood Community Center	Buildings	\$1,820,400.00	32124	167101	562010	010842	00000000	00000	0000000

RE 031960-0000
865 Golfair Blvd
Location Map



RE 031960-0000
865 Golfair Blvd
Aerial View Map



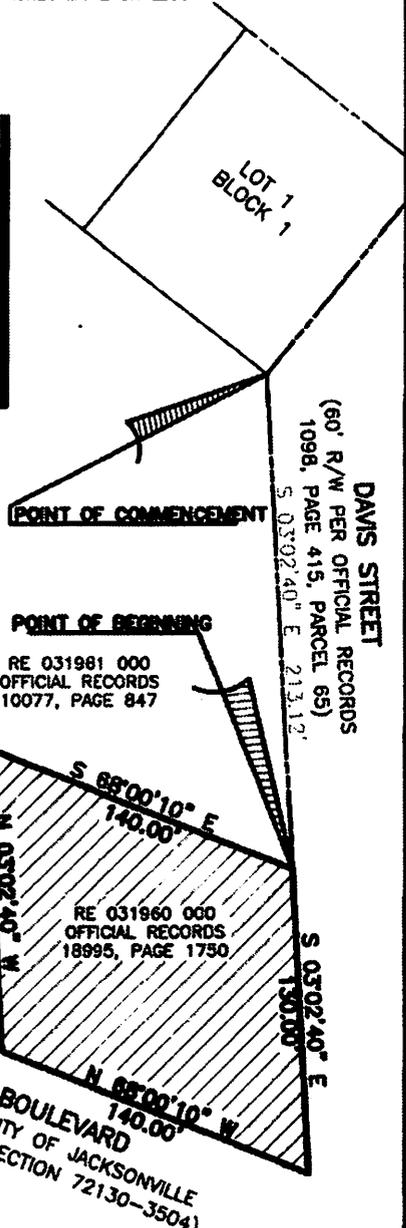
SKETCH AND LEGAL DESCRIPTION OF:

A PORTION OF TRACT C, AS SHOWN ON GOLFAIR MANOR UNIT ONE, AS RECORDED IN PLAT BOOK 24, PAGE 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

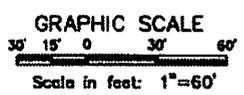
COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 1, BLOCK 1, OF SAID GOLFAIR MANNOR UNIT ONE; THENCE SOUTH 3°02'40" EAST, ALONG THE EASTERLY BOUNDARY OF SAID TRACT C, SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF RELOCATED DAVIS STREET, (A 60 FOOT RIGHT OF WAY), A DISTANCE OF 213.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 3°02'40" EAST, ALONG SAID LINE BOUNDARY AND WESTERLY RIGHT OF WAY LINE 130.00 TO THE NORTHERLY RIGHT OF WAY LINE OF GOLFAIR BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY); THENCE NORTH 68°00'10" WEST, ALONG LAST SAID RIGHT OF WAY LINE, 140.00 FEET; THENCE NORTH 3°02'40" WEST, 130.00 FEET; THENCE SOUTH 68°00'10" EAST 140.00 FEET BACK TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 16489 SQUARE FEET OR 0.38 ACRES MORE OR LESS.

GENERAL NOTES

1. A BEARING OF SOUTH 03°02'40" EAST, HELD ALONG THE WESTERLY LINE OF DAVIS STREET, AS SHOWN HEREON WAS TAKEN FROM OFFICIAL RECORDS BOOK 18995, PAGE 1750 OF THE CURRENT PUBLIC RECORDS.
2. THE SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE EASEMENT, COVENANTS, AND RESTRICTIONS OF OTHERS MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.
3. THIS NOT A FIELD SURVEY.
4. CROSS REFERENCE: BOUNDARY SURVEY PREPARED BY THE CITY OF JACKSONVILLE FL, DATED 02-07-23, ON FILE AT THE TOPOGRAPHICAL SECTION OF THE CITY OF JACKSONVILLE, FL.



APPROVED
DESCRIPTION AGREES WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By SCC Date: 10/9/23



TRACT C
GOLFAIR MANOR UNIT ONE
(PLATBOOK 24, PAGE 79)

RE 031961 000
OFFICIAL RECORDS
10077, PAGE 847

RE 031981 000
OFFICIAL RECORDS
10077, PAGE 847

RE 031960 000
OFFICIAL RECORDS
18995, PAGE 1750

GOLFAIR BOULEVARD
(R/W VARIES PER CITY OF JACKSONVILLE
RIGHT OF WAY MAP, SECTION 72130-3504)

CERTIFICATION
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING, IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 53-17 (2030-852) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

<p>CITY OF JACKSONVILLE 214 N. HOGAN STREET, 10th FLOOR JACKSONVILLE, FLORIDA 32202</p>	<p>ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS (904)255-8760</p>	<p>LEGEND</p> <ul style="list-style-type: none"> <input type="checkbox"/> CONCRETE MONUMENT X-X FENCE o NAIL ○ IRON PIPE x CROSS CUT
<p><i>[Signature]</i> DANNY S. WHEELER, P.L.S. FLORIDA REGISTRATION NUMBER 6902 10th FLOOR, 214 N. HOGAN STREET 32202 (904)-255-8760</p>		<p>SHEET NO. 1 OF 1</p>
<p>DATE: <u>10-09-23</u></p>	<p>SCALE: <u>1"=60'</u></p>	<p>ROAD NO.: _____</p>
<p>PROJECT PATH: G:\EN\CAD\PROJECTS\71\DANNY</p>		<p>ER NO.: _____</p>

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made on _____, 2023, between SBPS # 3 JI LLC, a Florida limited liability company, whose address is 323 St. Johns Forest Boulevard, St. Johns, Florida, 32259 ("Seller"), and CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("Buyer"). \

RECITALS:

WHEREAS, Seller is the owner of certain parcels of real property located at 865 Golfair Boulevard (R.E. No.: 031960-0000) in Duval County, Florida, being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the "Property"), and

WHEREAS, City intends to acquire the Property for public use subject to the terms and conditions set forth herein.

IN CONSIDERATION of the mutual covenants of the parties in this Agreement, \$10 paid in hand, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. AGREEMENT TO SELL AND CONVEY

Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement the Property together with all hereditaments pertaining to the property, including all subsurface rights, all development rights, any right, title, and interest of Seller to adjacent streets, roads, alleys, or rights-of-way, and any easements, express or implied, benefitting the property.

2. PURCHASE PRICE; ESCROW AGENT

- a. The purchase price to be paid by Buyer to Seller for the Property is ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000) in immediately available United States funds (the "Purchase Price"), paid to the law firm of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202 ("Escrow Agent") at Closing by wire transfer or City warrant to Escrow Agent. Subject to the terms of this Agreement, Seller shall deliver the property free and clear of any mortgage liens, and free of hazardous or environmental conditions. There is no deposit due from Buyer.
- b. The payment of the Purchase Price to the Escrow Agent at Closing shall be subject to the following provisions:
 - (i) The payment of the Purchase Price to Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize Escrow Agent, without creating any obligation on the part of Escrow Agent in the event this Agreement or the Purchase Price becomes involved in litigation, to deposit the Purchase Price with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorizes Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Purchase Price with the

clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

- (ii) Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given.
- (iii) Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall be responsible for any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation for which they are legally responsible.
- (iv) The provisions of this paragraph apply to Escrow Agent only in his or her capacity as Escrow Agent. They do not apply to Escrow Agent in any other capacity, such as closing agent, title agent, or attorney.

3. APPROVAL OF THE JACKSONVILLE CITY COUNCIL

This Agreement is not effective until the date the Jacksonville City Council approves it and it is duly executed by the Mayor ("Effective Date"). If the Jacksonville City Council does not approve this Agreement, this Agreement shall be void and of no force and effect, and the parties shall owe no obligations to each other under the provisions of this Agreement.

4. DUE DILIGENCE PERIOD AND CONTINGENCIES

a. Delivery of Title, Survey and Other Property Information.

Within 5 days after the Effective Date, to the extent any of the following are in actual possession of the Seller, Seller shall deliver to Buyer:

- (i) Copy of any existing boundary survey of the Property.
- (ii) Copy of any existing environmental site assessment(s) of the Property, including but not limited to, a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, and/or soil and groundwater testing and analyses reports. To the extent that such reports were prepared for the Seller, the Seller shall obtain a reliance letter from the author of the environmental report(s) listing the Buyer as a user of the report(s). If the site assessment identifies any environmental concerns the provisions of paragraph 5.c. shall apply.
- (iii) Copy of any existing correspondence, survey or report related to the presence or absence of threatened or endangered species located on the Property, including but not limited to bald eagles nests and gopher tortoises. If a permit exists for development within proximity to an eagle's nests or over gopher tortoise areas and the terms of the permit(s) are acceptable to Buyer, in Buyer's sole discretion, then Seller shall take all action necessary to transfer the permit(s) to Buyer at Closing.

- (iv) Copy of any existing correspondence, survey or report related to the presence or absence of wetlands located on the Property.
 - (v) Copy of any existing correspondence, survey or report related to the presence of mold, asbestos, lead-based paint or radon associated with any structures located on the Property.
 - (vi) Copy of any correspondence, survey or report related to geotechnical testing or subsurface investigation.
 - (vii) Copy of any existing appraisal for the Property.
 - (viii) Copies of any contracts, leases, or other written documents applicable to the Property, and summaries of any oral agreements, such as rights of first refusal or first offer, relating to the Property. All contracts, leases, or other agreements encumbering the Property shall be cancelled by Seller at or prior to Closing unless otherwise agreed to in writing by Seller and Buyer.
 - (ix) Copy of the most recent title commitment or title insurance policy on the Property in possession of Seller.
- b. **Due Diligence Period.** Buyer shall have Forty-Five (45) days after the Effective Date within which to inspect the Property (the "Due Diligence Period"). Buyer shall have the right, at reasonable times during the Due Diligence Period, to enter the Property and undertake all investigations that Buyer deems necessary to fully evaluate the Property including, specifically, the right to:
- (i) Obtain environmental audits of the Property and to contact or have its environmental consultants contact the Florida Department of Environmental Protection, the United States Environmental Protection Agency, and any other similar governmental authority to determine whether the files and records of those agencies include records indicating that the Property is or has been contaminated;
 - (ii) Inspect the Property for evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, or other similar substances;
 - (iii) Inspect the Property and potentially collect samples related to the presence or absence of wetlands, threatened or endangered species, mold, radon, lead-based paint and/or asbestos-containing materials;
 - (iv) Obtain soil and groundwater samples for physical or laboratory analysis;
 - (v) Review title to the Property, including a survey; and,
 - (vi) Undertake such other inspections of the Property as it deems necessary.

Seller shall fully cooperate with Buyer in connection with Buyer's inspection of the Property. If Buyer terminates the Agreement during the Inspection Period, Buyer shall return the Due Diligence materials delivered to Seller.

- c. **Buyer's Due Diligence Responsibilities and Obligations.** In conducting any inspections, investigations, or tests on the Property, Buyer, its agents and representatives shall repair any damages to the Property as a result of the inspection or tests by returning the Property to at least the same physical conditions as it was prior to the Buyer's activities. Buyer shall be responsible for any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer's obligations contained in this section shall survive the termination of this Agreement.
- d. **Post Due Diligence Period.** After the expiration of the Due Diligence Period, and so long as Buyer has not terminated this Agreement, Buyer shall continue to have the right to conduct its inspections and evaluations.
- e. **Termination by Buyer.** Buyer has the right at any time during the Due Diligence Period to terminate this Agreement if (i) Buyer determines that the Property is not acceptable to Buyer in Buyer's sole discretion or (ii) for no reason at all. If Buyer elects to terminate this Agreement during the Due Diligence Period, Buyer shall provide written notice to Seller on or before the expiration of the Due Diligence Period and this Agreement shall stand terminated and the parties shall have no further rights or obligations under the provisions of this Agreement except for those that expressly survive termination.

5. TITLE AND SURVEY

a. Title.

- (i) No more than twenty (20) days after the Effective Date, Buyer shall obtain at its cost a commitment for an owner's title insurance policy from a title agent and title insurance underwriter acceptable to Buyer (the "**Title Company**"), agreeing to issue to Buyer upon the recording of the Deed provided for in this Agreement, an ALTA fee policy of title insurance Form B with Florida revisions in the amount of the Purchase Price insuring Buyer's title to the Property (the "**Title Commitment**"), as well as survey and contiguity endorsements.
- (ii) No more than fifteen (15) days after receipt of last of the Title Commitment and the Survey, as defined herein, Buyer shall notify Seller in writing of any conditions, defects, encroachments or other objections to title or Survey not acceptable to Buyer. Seller shall have a period of ten (10) days after receipt of Buyer's title objection letter in which to elect in writing whether to cure the title and survey objections; provided, however, that Seller is not obligated to cure or institute any litigation to cure the objections, other than liens arising through Seller and removable by the payment of money, which Seller shall be obligated to pay from its proceeds at closing. If Seller elects to cure the title objections, Seller shall use good faith efforts to cure such objections to title or survey within thirty (30) days after its election. If Seller elects not to cure such title objections, within thirty (30) days after Seller's response, Buyer may (i) refuse to purchase the Property and terminate this Agreement; (ii) waive the objections and close the purchase of the Property subject to the objections, with a mutually agreeable reduction of the Purchase Price; (iii) waive the objections and close the purchase of the Property subject to the objections without a reduction of Purchase Price. If Seller is unable to cure the title objections after using good faith efforts, then in addition to the elections above, Buyer may allow Seller

additional time to cure the objections, after which Buyer shall continue to have all of its elections provided in this paragraph.

Seller's inability or failure to cure the Title Objections is not a breach of this Agreement.

- b. **Survey.** Within thirty (30) days after the Effective Date, Buyer may obtain at its cost a new survey of the Property (the "Survey"). The Survey shall be certified to Seller, Seller's attorney, the Title Company, the Title Agent, and Buyer, shall meet or exceed Standards of Practice for Surveying, in the State of Florida set forth by: Chapter No. 5J-17 (.050-.052) of the Florida Administrative Code (FAC), and will show and describe the exterior boundaries and corner markers or monuments of the Property, the size and location of all improvements and structures upon the Property, any encroachments, easements, rights-of-way or other conditions to which the Property is subject, and the legal description and the area of the Property.
- c. **Environmental Assessments.**

If an environmental site assessment obtained by Buyer during the Due Diligence Period confirms the presence of hazardous substances or petroleum products on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

6. **CLOSING PROVISIONS**

- a. **Closing Date.** The transfer of the Property in the manner contemplated by this Agreement (the "Closing") shall take place within Thirty (30) days after expiration or waiver of the Due Diligence Period (the "Closing Date").
- b. **Location of Closing.** Closing shall occur at the offices of Escrow Agent at a time and date of Buyer's choosing. It shall not be a requirement of closing that either Buyer or Seller appear in person as either party execute and deliver the required closing documents to the closing agent to be held in escrow prior to the Closing Date.
- c. **Conditions to Buyer's Obligation to Close.**

Buyer's obligation to close is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

- (i) The representations and warranties of Seller set forth in this Agreement shall be true as of the date of Closing.
- (ii) Seller shall have complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller as of the Closing.
- (iii) The Title Commitment shall be marked down at Closing subject only to exceptions accepted by Buyer.
- (iv) If Seller is selling in a representative capacity, Seller shall have executed the beneficial interest affidavit as required by Section 286.23, Florida Statutes at least ten (10) days prior to Closing in the form attached as Exhibit "B".

d. Seller's Obligations at Closing. At Closing Seller shall:

- (i) Execute, acknowledge, and deliver to Buyer a general warranty deed in recordable form (the "Deed") in substantially the same form as attached as Exhibit "C," conveying the Property to Buyer subject only to the exceptions accepted by Buyer.
- (ii) Execute and deliver to Buyer an assignment of all contracts, licenses, leases (that are not canceled by Closing Date, if any), and other similar intangibles or rights pertaining to the Property that Buyer has elected to accept, and any SNDAs that may be required.
- (iii) Deliver to the Title Company evidence satisfactory to it of Seller's authority to execute and deliver the documents reasonably necessary to complete this transaction.
- (iv) Deliver to the Title Company and to Buyer an affidavit of possession and no liens satisfactory to the Title Company enabling it to remove the construction lien and parties-in-possession standard exceptions from the Title Commitment.
- (v) Deliver to the Title Company all other documents required under the Title Commitment to permit the Title Company to issue its policy to the Buyer subject only to the exceptions accepted by Buyer.
- (vi) Deliver to the Title Company a certificate that Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.
- (vii) Deliver to Buyer originals (if available) or copies (if originals are not available) of all licenses and permits applicable to the Property and execute and deliver to Buyer any application, transfer form or notification given to Seller by Buyer necessary to transfer to Buyer all applicable permits if transfer is requested by Buyer.
- (viii) Execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.

e. Buyer's Obligations at Closing.

- (i) Subject to the terms of this Agreement, and at the same time as the performance by Seller of its obligations under this Agreement, Buyer shall make payment to the Escrow Agent by wire transfer or City warrant, in an amount equal to the Purchase Price after credits and prorations, for delivery to Seller on Seller's performance of its obligations.
- (ii) Buyer shall execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.

f. Closing Costs.

- (i) At Closing, Seller shall pay:
 - (a) The cost of satisfying any liens or encumbrances against the Property;
- (ii) Buyer shall pay:
 - (a) All costs incurred in obtaining the Survey;
 - (b) The insurance premium for the Title Policy;

- (c) The cost of the Title Commitment;
- (d) The cost of recording the Deed; and
- (e) All costs incurred for Buyer's inspections of the Property.

(iii) Each party shall pay any fees incurred by it for legal or other consultants outside of closing.

(iv) The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax.

g. Prorations.

(i) Amounts payable under any contracts and leases assigned to Buyer pursuant to the terms of this Agreement shall be prorated as of 12:00 a.m. on the date of Closing, with the date of Closing belonging to Buyer.

(ii) All remaining bills of every nature relating to the Property, including those for labor, materials, services, and capital improvements incurred by Seller for the period ending at 12:00 a.m. on the date of Closing shall be paid by Seller.

h. Real Estate Taxes.

Ad valorem real estate taxes on the Property shall be escrowed at closing as provided in §196.295, F.S.

i. Possession.

Exclusive possession of the Property shall be delivered to Buyer at Closing free and clear of any existing tenants, squatters, or unauthorized occupants.

j. Title Checkdown.

Prior to disbursement of the proceeds of Closing the Title Company shall mark down the Title Commitment by indicating satisfaction of all requirements, deleting all but the exceptions to which Buyer has not objected, and changing the effective date of the Title Commitment to the date and time of recording of the Deed to the Buyer.

7. DEFAULT

a. Default by Seller.

If Seller defaults under the provisions of this Agreement Buyer may, at Buyer's election (i) waive the default and proceed to Closing; (ii) seek specific performance, or if Seller has made specific performance an impossible remedy, then seek damages at law; or (iii) refuse to close, terminate this Agreement and receive a return of the Purchase Price paid to Escrow Agent, if any, and the parties shall have no further rights or obligations under this Agreement (except as to those that expressly survive termination).

b. Default by Buyer.

If Buyer defaults under the provisions of this Agreement, Seller's sole remedies are to (i) terminate this Agreement or (ii) seek damages at law.

8. BROKERAGE COMMISSIONS

Each party represents to the other they are not represented by brokers or finders in this transaction; therefore, no Brokerage Commissions are to be paid by either party.

9. OTHER CONTRACTUAL PROVISIONS

a. Assignability.

This Agreement may not be assigned by Seller without the express written consent of Buyer, in its sole discretion.

b. Survival.

The provisions of this Agreement shall survive Closing for a period of one (1) year.

c. Notices.

Any notices to be given to either party in connection with the provisions of this Agreement must be in writing and given by hand delivery, by reputable overnight courier, or certified mail, return receipt requested. A notice is effective when received, except if a party fails or refuses to collect certified mail, the notice shall be effective on the date the second delivery is attempted, whether or not the party collects the certified mail after the second delivery attempt. The addresses for notices are as follows or as otherwise designated in writing:

To Buyer:

Department of Parks, Recreation and Community Services
214 N. Hogan Street, 4th Floor
Jacksonville, Florida 33202
Attn: Director

With a Copy to:

Real Estate Division
Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Attn: Chief

Corporation Secretary
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Seller:

SBPS # 3 JI, LLC
323 St. Johns Forest Blvd.
St. Johns, Florida 32259

With a Copy to:

Paul M. Harden, Esq.
Harden Law Offices
1431 Riverplace Boulevard, Suite 901
Jacksonville, Florida 32207-9103

d. Representations and Warranties of Seller.

Seller makes the following representations and warranties to Buyer:

- (i) Action of Seller. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the valid and binding obligation and agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
- (ii) No Violations of Agreements. Neither the execution, delivery or performance of this Agreement by Seller, nor Seller's compliance with the terms and provisions of this Agreement, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon its Property pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument which will bind Seller or the Property at Closing.
- (iii) Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, would individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.
- (iv) No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.
- (v) Compliance with Laws. To Seller's knowledge, Seller has received no written notice alleging any material violations of law, municipal or county ordinances or other legal requirements with respect to the Property or any portion thereof, which violation or alleged violation has not been corrected.
- (vi) Condemnation. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or eminent domain proceeding against the Property.
- (vii) Leases. There are no leases to which Seller is a party affecting the Property.
- (viii) Other Agreements. Seller has not entered into any contract or agreement with respect to the Property which will be binding on Buyer after the Closing.
- (ix) Not a Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

- (x) None of the Sellers is a Person with whom U.S. Persons are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.
- (xi) Employees. Seller has no employees or employment agreements or collective bargaining agreements at the Property for which Buyer will be responsible after the Closing.
- (xii) Environmental Liability. To Seller’s knowledge (i) there are no Hazardous Materials (as defined below) on, within, under or upon the Property, in amounts or of kinds that in their current condition pose a threat to human health or the environment or pose a risk of liability under Hazardous Materials Laws; and (ii) there are no underground storage tanks within the Property. Seller does hereby assign to Buyer (effective at and as of the Closing Date) any and all environmental warranties, indemnification agreements and rights of action Seller may have against third parties (if any) relating to the presence of any such hazardous substances or underground tanks to the extent assignable. As used herein, “**Hazardous Materials**” shall mean and include, but shall not be limited to any petroleum product, all hazardous or toxic substances or wastes and any substances or organisms (including any mold or fungi) which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to the health, safety or welfare of the general public or of any occupants of the Improvements or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by any applicable law or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1802; the Resource Conservation and Recovery Act, 42 U.S.C. §9601, et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Clean Air Act 42 U.S.C. §7401 et seq.; the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and similar state laws and regulations adopted thereunder (collectively, “**Hazardous Materials Laws**”).

e. **Timeliness**.

If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

f. **Entire Agreement; Modifications**.

This Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement cannot be modified or terminated except by an instrument in writing.

g. **Applicable Law**.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

h. Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

i. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

j. Interpretation.

Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party.

k. Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable and the unenforceability of the provision does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, such invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

l. Risk of Loss.

All risk of loss or damage to the Property until the Closing shall be borne by Seller.

m. Recording.

This Agreement shall not be recorded.

n. Waiver.

Each party reserves the right to waive in whole or part any provision which is for that party's benefit. Any waiver must be in writing and shall be limited to the matter specified in the writing. No waiver of one provision or default shall be considered a waiver of any other provision or subsequent default, and no delay or omission in exercising the rights and powers granted in this Agreement shall be construed as a waiver of those rights and powers.

o. Time of Essence.

Time is of the essence of this Agreement.

p. Full Compensation.

Seller and Buyer agree that all claims for compensation and damages related in any way to City's acquisition of the Property are identified and included in the Purchase Price of \$1,800,000 including, without limitation, all attorney's fees, costs, business damages, and

non-monetary benefits (including attorney's fees associated with any claimed nonmonetary benefits), or any other fees, costs, or damages available to Seller under Chapter 73 & 74, Florida Statutes, 5th Amendment, U.S. Constitution or any other applicable laws.

*The remainder of this page has been intentionally left blank by the parties.
Signature pages to immediately follow.*

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

SELLER:

SBPS # 3 JI, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

CITY OF JACKSONVILLE

Donna Deegan, Mayor

ATTEST:

James R. McCain, Jr., Corporation
Secretary

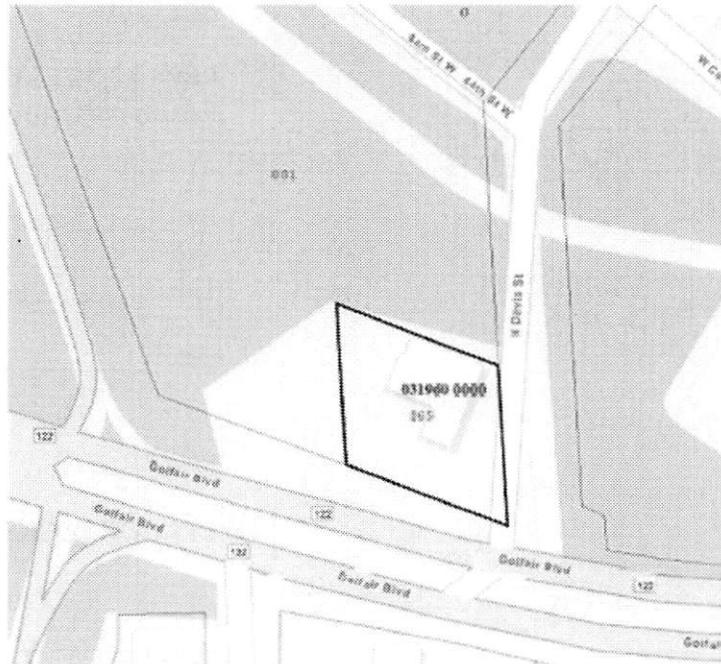
Approved as to Form
As to City Only

Office of General Counsel

GC-#1594250-v2-865_Golfair_PSA.docx

Exhibit "A" to Real Estate Purchase Agreement

This property includes RE#'s 031960-0000. A survey approved by the City Surveyor will be used at closing.



*The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of suitability of this location map for any particular use.

RE# 031960-0000

A part of Tract "C" as shown on plat of GOLFAIR MANOR UNIT ONE, recorded in Plat Book 24, pages 79, 79A, and 79B, of the current public records of Duval County, Florida, and more particularly described as follows: Commencing at the most Southerly corner of Lot 1, Block 1, of said Golfair Manor Unit One; thence run South 3 degrees 02 minutes 40 seconds East along the Easterly boundary line of said Tract "C", said line also being the Westerly right-of-way line of relocated Davis Street (A 60 foot right-of-way) a distance of 213.12 feet to the point of beginning; thence continue South 3 degrees 02 minutes 40 seconds East 130 feet to the Northerly right-of-way line of Golfair Boulevard (right-of-way varies in width); thence run North 68 degrees 00 minutes 10 seconds West along said Northerly right-of-way line a distance of 140 feet to a point; thence run North 3 degrees 02 minutes 40 seconds west distance of 130 feet to a point; thence run South 68 degrees 00 minutes 10 seconds East a distance of 140 feet to the point of beginning.

APPROVED
DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By SCC Date 10/9/23

**Public Disclosure Act
Disclosure Affidavit**

(Exhibit "B" to Purchase and Sale Agreement)

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, deposes and says that he/she is the _____ of Name of partnership, limited partnership, corporation, trust or any form of representative capacity specified, holding title to real property described in Exhibit D-1 attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit D-2 attached hereto and made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and does hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes, Public Disclosure Act.

Print _____

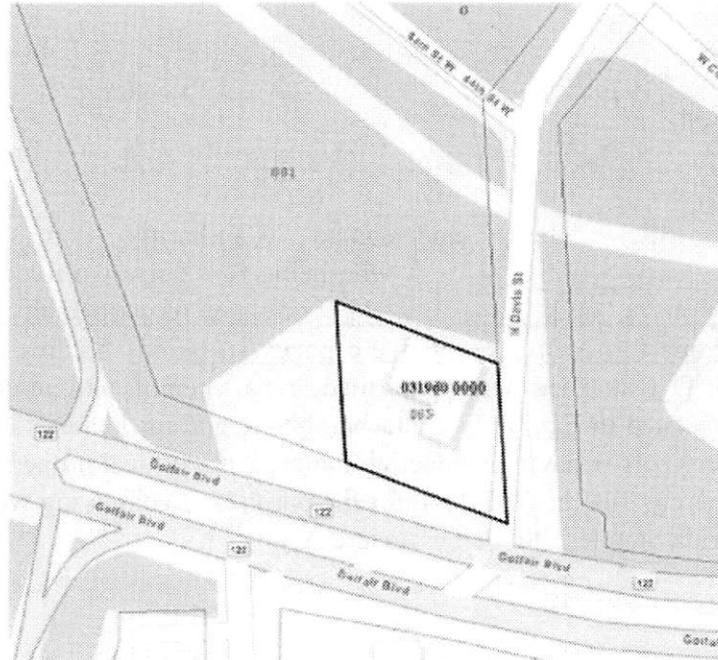
The foregoing instrument was sworn to, subscribed and acknowledged before me by means of (*check one*) physical presence or online notarization this ____ day of _____, 20__ by _____, who (*check one*): is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

(seal)

EXHIBIT A to Beneficial Interest Affidavit

Legal Description of Real Property



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RE# 031960-0000

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APPROVED
DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By SEC Date 10/9/23

EXHIBIT B to Beneficial Interest Affidavit

Beneficial Ownership

Name and Address of Beneficial Owner

% Ownership

Prepared By/Record and Return To:
City of Jacksonville
Department of Public Works
Division of Real Estate
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

GENERAL WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 2023, by and between **SBPS # 3 JI, LLC**, a Florida limited liability company, whose address is 323 Saint Johns Forest Boulevard, Saint Johns, Florida 32259 (“Grantor”), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the state of Florida (“Grantee”), whose business address is 117 West Duval Street, Jacksonville, Florida 32202;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to them in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its heirs, legal representatives, its successors and assigns forever, the following described land, situate, lying and being in the County of Duval, State of Florida:

See Exhibit A attached hereto and by this reference made a part hereof

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the foregoing land (the “Property”), subject to the following permitted encumbrances (the “Permitted Encumbrances”):

1. Real estate taxes for the current year and subsequent years; and

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons whomsoever.

Grantor hereby releases any and all interest, right and title it has or may have to all the phosphates, minerals and metals that are or may be in, on, or under the surface of the subject land, together with any interest, right and title it has or may have in and to all petroleum that is or may be in, on, or under the surface of the subject land, created pursuant to Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

SBPS # 3 JI, LLC, a Florida limited liability company

Signed, sealed and delivered in our presence as witnesses

Print Name: _____

Print Name: _____

By: _____

Name: _____

Its: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of *(check one)* physical presence or online notarization, this ____ day of _____, 2023 by _____ as _____ of **SBPS # 3 JI, LLC**, a Florida limited liability company, on behalf of the company. They *(check one)* are personally known to me, or have produced a valid driver's license as identification.

{NOTARY SEAL}

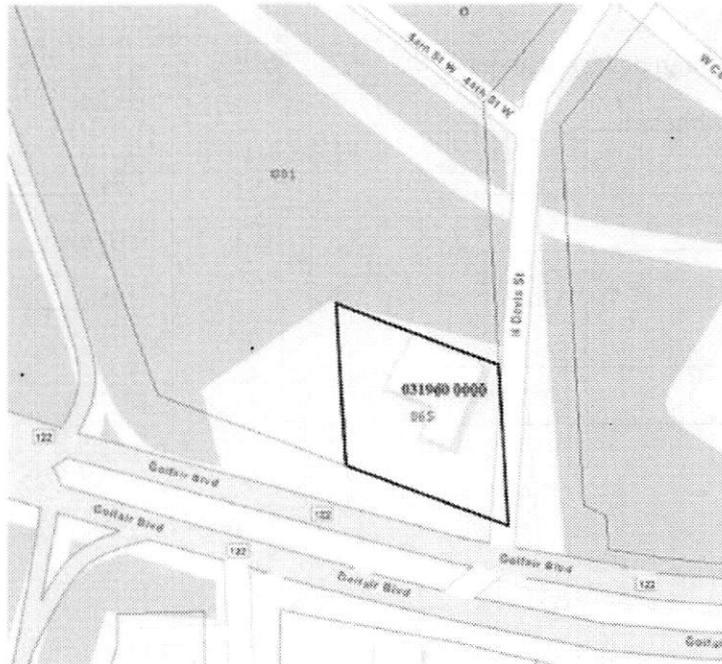
Print Name: _____

Notary Public, State and County Aforesaid

My Commission Expires: _____

Commission Number: _____

Exhibit A



*The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of suitability of this location map for any particular use.

RE# 031960-0000

A part of Tract "C" as shown on plat of GOLFAIR MANOR UNIT ONE, recorded in Plat Book 24, pages 79, 79A, and 79B, of the current public records of Duval County, Florida, and more particularly described as follows: Commencing at the most Southerly corner of Lot 1, Block 1, of said Golfair Manor Unit One; thence run South 3 degrees 02 minutes 40 seconds East along the Easterly boundary line of said Tract "C", said line also being the Westerly right-of-way line of relocated Davis Street (A 60 foot right-of-way) a distance of 213.12 feet to the point of beginning; thence continue South 3 degrees 02 minutes 40 seconds East 130 feet to the Northerly right-of way line of Golfair Boulevard (right-of-way varies in width); thence run North 68 degrees 00 minutes 10 seconds West along said Northerly right-of-way line a distance of 140 feet to a point; thence run North 3 degrees 02 minutes 40 seconds west distance of 130 feet to a point; thence run South 68 degrees 00 minutes 10 seconds East a distance of 140 feet to the point of beginning.

APPROVED
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CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By SCC Date 10/9/23

Project Title	Brentwood Community Center	Council District(s)	10	Est. Completion Date (FY)	TBD
Project Location	865 Golfair Blvd	Project No	010842	Capital Maint. Category	None
Department	Parks and Recreation	Ordinance/BT No		APP/Vertical Construction	No
Program Area	Parks/Preservation Land/Wetland	Urban Core	No	Est. Useful Life (in years)	50

Description or Scope
Develop a Brentwood Community Center. This includes the purchase of RE# 031960-0000, renovations, etc.

Justification
This is needed to continue to provide excellent recreational facilities to the citizens.

Funding Sources	Total	Prior FY Budget	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Beyond 5
Debt Management Funds	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Local Option and Constitutional Gas Taxes	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Prior Year Revenue	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Grant Funding	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Pay-Go: Transfer From Other Funds	\$ - 1,820,400	\$ - -	\$ 1,820,400	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Pay-Go: Transfer Stormwater Operating	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
F.I.N.D Projects	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Totals	\$ - 1,820,400	\$ - -	\$ 1,820,400	\$ - -				
Expenditures / Project Phase	Total	Prior FY Budget	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Beyond 5
Engineering and Design	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Land Acquisition and Site Prep	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Buildings -	\$ - 1,820,400	\$ - -	\$ 1,820,400	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Construction	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Capital Equipment	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Contingency	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Totals	\$ - 1,820,400	\$ - -	\$ 1,820,400	\$ - -				
Operating Budget Impact	Total	Prior FY Budget	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Beyond 5
Additional Employees (FTEs)	0	0	0	0	0	0	0	0
Personnel Expenses	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Contractual Services	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Utilities -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Materials /Supplies	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Equipment-	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Debt Service	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
Totals	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -

1 Introduced by Council Member Howland:
2

3 **ORDINANCE 2023-806**

4 AN ORDINANCE REGARDING THE FY 2022-2023 CITY
5 GRANT AGREEMENT BETWEEN FOBT PIPELINE, INC., A
6 FLORIDA NOT FOR PROFIT CORPORATION ("FOBT"), AND
7 THE CITY OF JACKSONVILLE ("FY23 CITY GRANT
8 AGREEMENT"); WAIVING FOBT'S NON-COMPLIANCE WITH
9 THE PERMIT REQUIREMENT PROVISION IN THE FY23
10 CITY GRANT AGREEMENT; REQUESTING ONE-CYCLE
11 EMERGENCY PASSAGE; PROVIDING FOR AN EFFECTIVE
12 DATE.

13
14 **BE IT ORDAINED** by the Council of the City of Jacksonville:

15 **WHEREAS**, the City of Jacksonville (the "City") pursuant to
16 Ordinance 2022-504-E awarded FOBT Pipeline, Inc., a Florida not-for-
17 profit corporation ("FOBT"), a City grant in the amount of \$165,000
18 for the Green District Phase I Affordable Housing Project in
19 Durkeville (the "Affordable Housing Project"); and

20 **WHEREAS**, in accordance with Ordinance 2022-504-E, the City and
21 FOBT executed the FY 2022-2023 City Grant Agreement dated October 1,
22 2022 ("FY23 City Grant Agreement"), in the amount of \$165,000 to fund
23 the Affordable Housing Project; and

24 **WHEREAS**, pursuant to Section II.B.2 of the FY23 City Grant
25 Agreement, FOBT was required to obtain and maintain all permits
26 required by the State of Florida during the FY23 City Grant Agreement
27 term (the "Permit Requirement"); and

28 **WHEREAS**, FOBT inadvertently failed to comply with the Permit
29 Requirement during the FY23 City Grant Agreement term; and

30 **WHEREAS**, FOBT is otherwise in compliance with the City Grant
31 Agreement terms and Chapter 118, Parts 1-5 of the *Ordinance Code*, and

1 the City Council agrees to waive FOBT's non-compliance with the Permit
2 Requirement as provided herein; now therefore

3 **Section 1. Recital.** The recitals above are true and correct
4 and incorporated herein by reference.

5 **Section 2. Waiving FOBT's Non-Compliance with the Permit**
6 **Requirement Provision in the FY23 City Grant Agreement.** The Council
7 hereby waives FOBT's non-compliance with the Permit Requirement
8 during the FY23 City Grant Agreement term.

9 **Section 3. Requesting One-cycle Emergency Passage Pursuant**
10 **to Council Rule 4.901 (Declaration of Emergency), Part 9 (Emergency**
11 **Legislation), Chapter 4 (Procedures).** One-cycle emergency passage of
12 this legislation is requested. The nature of the emergency is that
13 FOBT is ineligible to receive reimbursement payments under the FY23
14 City Grant Agreement and the FY 2023-2024 City grant agreement awarded
15 to FOBT pursuant to Ordinance 2023-504-E due to the non-compliance
16 referenced in Section 2.

17 **Section 4. Effective Date.** This ordinance shall become
18 effective upon signature by the Mayor or upon becoming effective
19 without the Mayor's signature.

20
21 Form Approved:

22
23 /s/ Lawsikia J. Hodges

24 Office of General Counsel

25 Legislation prepared by: Lawsikia J. Hodges

26 GC-#1598470-v1-CM_Howland_-_Fruit_of_Barren_Trees.doc