

1 Introduced by Council President at the request of the Mayor and Co-  
2 Sponsored by Council Member Becton & amended by the Transportation,  
3 Energy & Utilities Committee:

4  
5 **ORDINANCE 2021-787-E**

6 AN ORDINANCE APPROVING, AND AUTHORIZING THE  
7 MAYOR, OR HIS DESIGNEE, AND THE CORPORATION  
8 SECRETARY TO EXECUTE AND DELIVER A PUBLIC  
9 INFRASTRUCTURE CAPITAL IMPROVEMENTS COST  
10 DISBURSEMENT AGREEMENT BETWEEN THE CITY OF  
11 JACKSONVILLE AND EASTLAND DEVELOPMENT GROUP,  
12 INC.; INVOKING THE EXEMPTION IN SECTION  
13 126.107(G), *ORDINANCE CODE*; PROVIDING FOR  
14 OVERSIGHT BY THE PUBLIC WORKS DEPARTMENT;  
15 PROVIDING AN EFFECTIVE DATE.

16  
17 **WHEREAS**, the 2021-2022 City Budget includes an appropriation of  
18 \$10,681,250 for a road widening project on a segment of Race Track  
19 Road; and

20 **WHEREAS**, the City's Capital Improvement Plan (CIP) also includes  
21 a Race Track Road widening project in fiscal year 2021-2022 which  
22 entails widening a two lane segment of Race Track Road extending east  
23 from Bartram Park Boulevard, under the State Road 9B overpass toward  
24 I-95 and terminating at the proposed intersection of East Peyton  
25 Parkway, to four lanes (the "Improvements"); and

26 **WHEREAS**, Eastland Development Group, Inc. ("Eastland") is the  
27 developer of the Bartram Park Development of Regional Impact which  
28 fronts, in part, this two-lane segment of Race Track Road; and

29 **WHEREAS**, the City has determined that the design, engineering,  
30 permitting, construction and inspection of the Improvements can most

1 efficiently and cost effectively be completed by Eastland; and

2       **WHEREAS**, Eastland has agreed to undertake the design,  
3 engineering, permitting, construction and inspections of the  
4 Improvements in accordance with the terms and conditions outlined in  
5 the Public Infrastructure Capital Improvements Costs Disbursement  
6 Agreement (the "Agreement"), attached hereto as **Revised Exhibit 1**,  
7 Rev Agmt, November 15, 2021 - TEU" and incorporated herein by this  
8 reference; and

9       **WHEREAS**, pursuant to the Agreement, the City has agreed to fund  
10 the design, engineering, permitting, construction and inspection of  
11 the Improvements in a maximum amount equal to the lesser of the actual  
12 verified costs for construction of the Improvements, or \$10,681,250,  
13 with the balance, if any, to be funded by Eastland; and

14       **WHEREAS**, the funds to pay the City's share in the costs to  
15 complete the Improvements were already appropriated pursuant to 2021-  
16 504-E; now therefore

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

18       **Section 1. Recitals.** The recitals set forth above are true  
19 and correct and are incorporated herein by this reference.

20       **Section 2. Approval and authorization to execute.** There is  
21 hereby approved, and the Mayor, or his designee, and Corporation  
22 Secretary are hereby authorized to execute and deliver, the Public  
23 Infrastructure Capital Improvements Costs Disbursements Agreement  
24 between the City of Jacksonville and Eastland Development Group,  
25 Inc., in substantially the form as is attached hereto as **Revised**  
26 **Exhibit 1** and incorporated herein by this reference (the "Agreement"),  
27 including any amendments or extensions thereto. The Agreement may  
28 include such additions, deletions and changes as may be reasonable,  
29 necessary and incidental for carrying out the purposes thereof, as  
30 may be acceptable to the Mayor, or his designee, with such inclusion  
31 and acceptance being evidenced by execution of the Agreement by the

1 Mayor, or his designee; provided however, no amendment, extension,  
2 or modification to the Agreement may increase the financial  
3 obligations or liability of the City to an amount in excess of the  
4 amount stated in the Agreement or decrease the duties and obligations  
5 of Eastland Development Group, Inc. as stated in the Agreement, and  
6 any such modification shall be technical only and shall be subject  
7 to appropriate legal review and approval by the Office of General  
8 Counsel. For the purposes of this Ordinance, the term "technical  
9 changes" is defined as those changes having no financial impact to  
10 the City and any other non-substantive changes that do not  
11 substantively increase the duties and responsibilities of the City  
12 under the provisions of the Agreement.

13 **Section 3. Invoking the exception to Section 126.107(g),**  
14 **Ordinance Code.** The City is hereby authorized to enter into the  
15 Agreement approved and authorized in Section 2 above. Pursuant to  
16 Section 126.107(g) (Exemptions), Part 1 (General Regulations),  
17 Chapter 126 (Procurement Code), *Ordinance Code*, such procurement is  
18 exempted from competitive solicitation because the supplies or  
19 services are to be provided by those specifically prescribed within  
20 authorizing legislation that appropriates the same. With the  
21 exception of the foregoing, all other provisions of Chapter 126,  
22 *Ordinance Code*, shall remain in full force and effect.

23 **Section 4. Oversight.** The Public Works Department shall  
24 provide oversight of the Agreement and the project described herein.

25 **Section 5. Effective Date.** This Ordinance shall become  
26 effective upon signature by the Mayor or upon becoming effective  
27 without the Mayor's signature.

1  
2  
3  
4  
5  
6  
7

Form Approved:

          /s/ Margaret M. Sidman          

Office of General Counsel

Legislation prepared by: Mary E. Staffopoulos

GC-#1468251-v1-2021-787-E.docx