

1 Introduced by the Council President at the request of the Mayor and
2 Co-Sponsored by Council Member Clark-Murray:

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5 **ORDINANCE 2023-604-E**

6 AN ORDINANCE APPROVING AND AUTHORIZING THAT
7 CERTAIN SETTLEMENT AGREEMENT BETWEEN THE CITY OF
8 JACKSONVILLE AND FRANKLIN DODD, JR., AS TRUSTEE,
9 UNDER LAND TRUST #055660 DATED JANUARY 17, 2013
10 (THE "AGREEMENT"), AND AUTHORIZING THE MAYOR, OR
11 HER DESIGNEE, AND THE CORPORATION SECRETARY TO
12 EXECUTE AND DELIVER ALL CLOSING AND OTHER
13 DOCUMENTS RELATING THERETO, AND TO OTHERWISE
14 TAKE ALL ACTION NECESSARY TO EFFECTUATE THE
15 PURPOSES OF THE AGREEMENT, FOR ACQUISITION BY
16 THE CITY, AT THE NEGOTIATED SETTLEMENT PRICE OF
17 \$180,000 IN LIEU OF EMINENT DOMAIN, OF THE
18 PARCEL LOCATED AT 281 KING STREET, JACKSONVILLE,
19 FLORIDA (R.E. NO. 055660-0000) IN COUNCIL
20 DISTRICT 7, TO BE USED FOR THE MCCOY'S CREEK
21 RESTORATION PROJECT; PROVIDING FOR OVERSIGHT OF
22 ACQUISITION OF THE PROPERTY BY THE REAL ESTATE
23 DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AND
24 THEREAFTER BY THE DEPARTMENT OF PUBLIC WORKS;
25 PROVIDING AN EFFECTIVE DATE.

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

28 **WHEREAS**, the Department of Public Works has deemed it necessary
29 to acquire the parcel located at 281 King Street, Jacksonville,
30 Florida (R.E. No. 055660-0000), in Council District 7, as depicted
31 on **Exhibit 1** (the "Property"), to be used for the McCoy's Creek

1 Restoration Project (the "Project");

2 **WHEREAS**, the City intended to seek acquisition of the Property
3 through the exercise of eminent domain; and,

4 **WHEREAS**, the City and the Property's owner [trustee] (the
5 "Owner"), engaged in good faith pre-suit negotiations as required by
6 section 73.015, *Florida Statutes*, and reached a Settlement Agreement
7 contingent upon final approval by City Council; now therefore,

8 **Section 1. Approval and Authorization.** There is hereby
9 approved that certain Settlement Agreement between the City of
10 Jacksonville and Franklin Dodd, Jr., as Trustee under Land Trust
11 #055660 dated January 17, 2013 (the "Agreement"), attached hereto as
12 **Exhibit 2** and incorporated herein by this reference. The Mayor, or
13 her designee, and the Corporation Secretary are hereby authorized to
14 execute and deliver on behalf of the City all such other documents
15 necessary or appropriate to effectuate the purposes of the Agreement
16 and this Ordinance (with such technical changes as herein authorized),
17 including without limitation, appropriate amendments and closing
18 statements. The Agreement provides for acquisition of clear title
19 to the Property for a negotiated purchase price of \$180,000, inclusive
20 of all statutory attorneys' fees and costs. The Agreement further
21 provides a limited license for a period of up to sixty (60) days
22 after closing for the Owner to remove any fixtures or personal
23 property from the premises.

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

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

12 **Section 2. Oversight.** Unless otherwise directed by the
13 Mayor, the Real Estate Division of the Department of Public Works
14 shall oversee the acquisition of the Property; the Department of
15 Public Works shall have oversight thereafter.

16 **Section 3. Effective Date.** This Ordinance shall become
17 effective upon signature by the Mayor or upon becoming effective
18 without the Mayor's signature.

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20 Form Approved:

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22 /s/ Mary E. Staffopoulos

23 Office of General Counsel

24 Legislation Prepared By: Christopher Garrett

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