

1 Introduced by Council Member Cumber and amended by the
2 Neighborhoods, Community Services, Public Health & Safety Committee:
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5 **ORDINANCE 2020-66-E**

6 AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR,
7 OR HIS DESIGNEE, AND CORPORATION SECRETARY TO
8 EXECUTE AND DELIVER A COMMUNITY ASSOCIATION RIGHT-
9 OF-WAY MAINTENANCE AGREEMENT BY AND AMONG THE CITY
10 OF JACKSONVILLE, SAN MARCO PRESERVATION SOCIETY,
11 INC., AND SAN MARCO MERCHANTS ASSOCIATION, INC.;
12 PROVIDING FOR FORM COMMUNITY ASSOCIATION RIGHT-OF-
13 WAY MAINTENANCE AGREEMENT; PROVIDING FOR
14 ADDITIONAL AUTHORIZATIONS; PROVIDING FOR OVERSIGHT
15 BY THE MOWING AND LANDSCAPE MAINTENANCE DIVISION,
16 PUBLIC WORKS DEPARTMENT; PROVIDING AN EFFECTIVE
17 DATE.
18

19 **WHEREAS**, City is the owner of certain public right-of-ways in
20 San Marco, which includes medians, sidewalks, roundabouts and
21 other public right-of-way areas (collectively, the "City ROW
22 Property");

23 **WHEREAS**, San Marco Preservation Society, Inc.'s ("SMPS")
24 mission is to preserve and renew San Marco as an area of historical
25 and architectural significance for the benefit of local residents
26 and businesses and for the education and enjoyment of visitors and
27 the general public;

28 **WHEREAS**, San Marco Merchants Association, Inc.'s ("SMMA")
29 mission is to unify the business groups located in San Marco with a
30 collective voice to help promote San Marco as a destination to

1 locals and out of town visitors;

2 **WHEREAS**, SMPS and SMMA shall be collectively referred to herein
3 as the "San Marco Community Associations";

4 **WHEREAS**, the San Marco Community Associations desire to donate
5 their in-kind services to the City and assume, at their sole
6 expense, certain landscaping and maintenance responsibilities
7 regarding the City ROW Property for the benefit of the City and San
8 Marco residents, businesses, and visitors;

9 **WHEREAS**, the Council believes it is in the best interest of the
10 City to partner and collaborate with SMPS and SMMA, as well as other
11 similar community associations and organizations, and enter into a
12 community association right-of-way maintenance agreement; now
13 therefore

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

15 **Section 1. Recitals.** The Recitals above are true and
16 correct and incorporated herein by this reference.

17 **Section 2. Approval and authorization.** There is hereby
18 approved, and the Mayor, or his designee, and Corporation Secretary
19 are hereby authorized to execute and deliver for and on behalf of
20 the City the Community Association Right-of-Way Maintenance
21 Agreement among the City, SMPS, and SMMA in substantially the form
22 attached hereto as **Exhibit 1**.

23 **Section 3. Approval of Form Agreement.** There is hereby
24 approved for further use by the City the Community Association
25 Right-of-Way Maintenance Agreement Form in substantially the form
26 attached hereto as **Exhibit 2**.

27 **Section 4. Additional authorizations.** The Mayor, or his
28 designee, and the Corporation Secretary are hereby authorized to
29 execute and deliver additional Community Association Right-of-Way
30 Maintenance Agreements in the form approved in Section 3 above with
31 other community organizations or associations, including homeowner

1 associations, neighborhood associations and other similar
2 organizations (collectively, the "Community Associations"), as
3 determined by the Mayor, or his designee, to be in the best interest
4 of the City without further Council approval. Such agreements shall
5 be at no cost to the City. If a proposed landscaping and maintenance
6 project pursuant to a Community Association Right-of-Way Maintenance
7 Agreement involves advanced construction activity (e.g., heavy earth
8 moving, concrete renovations, etc.) as determined by the Chief of
9 Mowing and Landscape Maintenance Division, the City Risk Manager
10 shall review such agreement to determine the appropriate and
11 necessary indemnification and insurance requirements.

12 **Section 5. Oversight.** The Mowing and Landscape
13 Maintenance Division of the Public Works Department shall oversee
14 the Community Association Right-of-Way Maintenance Agreements
15 entered into between the City and Community Associations pursuant to
16 this ordinance.

17 **Section 6. Effective Date.** This ordinance shall become
18 effective upon signature by the Mayor or upon becoming effective
19 without the Mayor's signature.

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21 Form Approved:

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23 /s/ Paige H. Johnston
24 Office of General Counsel

25 Legislation Prepared By: Lawsikia J. Hodges

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