

1 Introduced by Council Member White:
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4 **ORDINANCE 2020-740**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
6 AND CORPORATION SECRETARY TO EXECUTE AND
7 DELIVER, FOR AND ON BEHALF OF THE CITY, THE
8 CECIL FIELD CONNECTOR ROAD COST SHARING AND
9 MOBILITY FEE CREDIT AGREEMENT FOR CONSTRUCTION
10 OF A FOUR-LANE BOULEVARD FROM BRANAN FIELD
11 EXTENSION ROAD TO THE SOUTHERN BOUNDARY OF CECIL
12 COMMERCE CENTER BETWEEN THE CITY AND DEVELOPER
13 IN ORDER TO PROVIDE TERMS FOR SHARING IN THE
14 COST OF DESIGN AND CONSTRUCTION OF THE RIGHT-OF-
15 WAY IMPROVEMENTS, AND PROVIDING THE DEVELOPER
16 AUTHORITY FOR THE PLANNING, DESIGN, ENGINEERING,
17 PERMITTING, AND CONSTRUCTION OF THE RIGHT-OF-WAY
18 IMPROVEMENTS, AND FOR THE AUTHORIZATION AND
19 MEMORIALIZATION OF MOBILITY FEE CREDITS IN THE
20 AMOUNT OF \$731,227.00; WAIVING THE PROVISIONS IN
21 SECTION 655.507(B) (CREDIT AGAINST MOBILITY
22 FEE), AND SECTION 655.507(C) (CALCULATION OF
23 CREDIT), CHAPTER 655 (CONCURRENCY AND MOBILITY
24 MANAGEMENT SYSTEM), *ORDINANCE CODE*, TO ALLOW
25 MOBILITY FEE CREDIT TO BE PROVIDED AND
26 CALCULATED FOR A TRANSPORTATION BENEFIT TO THE
27 CITY OTHER THAN THE CONSTRUCTION OF A
28 TRANSPORTATION IMPROVEMENT PROJECT FUNDED
29 ENTIRELY BY THE DEVELOPER; WAIVING THE
30 PROVISIONS IN SECTION 655.508 (MOBILITY FEE
31 CONTRACT), CHAPTER 655 (CONCURRENCY AND MOBILITY

1 MANAGEMENT SYSTEM), *ORDINANCE CODE*, TO ALLOW A
2 MOBILITY FEE CONTRACT TO ORIGINATE AND CONTAIN
3 EXHIBITS OTHER THAN AS PRESCRIBED IN THE SECTION
4 WAIVED; PROVIDING FOR OVERSIGHT BY THE
5 ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION
6 OF THE PUBLIC WORKS DEPARTMENT REGARDING THE
7 ROAD CONSTRUCTION; PROVIDING FOR OVERSIGHT BY
8 THE PLANNING AND DEVELOPMENT DEPARTMENT
9 REGARDING THE MOBILITY FEE CREDITS; PROVIDING AN
10 EFFECTIVE DATE.

11
12 **WHEREAS**, Ordinance 2017-343-E, authorized the Copper Ridge
13 Planned Unit Development ("PUD"); and

14 **WHEREAS**, as a part of the approval of the PUD, Oakleaf
15 Investors, LLC (the "Developer") agreed to dedicate, at no cost to
16 the City of Jacksonville, a minimum 100 foot right-of-way
17 traversing the PUD property from its southern border at Branan
18 Field Road Extension to its northern border, which is shared by the
19 Jacksonville Aviation Authority and contains Cecil Commerce Center;
20 and

21 **WHEREAS**, the City had The Cecil Field Connector Road as a
22 construction project planned and funded as part of the Better
23 Jacksonville Plan ("BJP") that would connect Branan Field Road
24 Extension to the Cecil Commerce Center, but the project has not
25 been designed or constructed; and

26 **WHEREAS**, The City and the Developer have agreed to enter into
27 a Cecil Field Connector Road Cost Sharing and Mobility Fee Credit
28 Agreement (the "Agreement") for the Developer to construct not only
29 the two-lane road required to access the Copper Ridge PUD, which
30 two-lane road would have been located in the south section of the
31 entire length of the 100 foot right-of-way, but to go further, at

1 the request of the City, to improve the entire length of the 100
2 foot right-of-way dedicated to the City with a four-lane boulevard
3 to connect Branan Field Road Extension to the Cecil Commerce Center
4 (the "Improvements"); and

5 **WHEREAS**, the City has determined that the design, engineering,
6 permitting and construction of the Improvements can most
7 efficiently and cost effectively be completed by the Developer
8 simultaneously with its project; and

9 **WHEREAS**, the Developer has provided the design, engineering
10 and permitting for the south section of the Improvements, which now
11 includes all four lanes, rather than just the two lanes that were
12 required for the Developer to access the PUD; and

13 **WHEREAS**, the City has agreed to share equally in the estimated
14 cost of construction of the south section of the Improvements; and

15 **WHEREAS**, the City will provide 100% of the funding for the
16 design, engineering, permitting and construction of the north
17 section of the Improvements; and

18 **WHEREAS**, the City has also agreed to provide Mobility Fee
19 Credits to the Developer in exchange for the Developer's provision
20 of the design, engineering and permitting for the entire south
21 section of the Improvements, for taking on the administration and
22 management of the Improvements while construction forces are
23 mobilized in the area, and for limiting the use of the Mobility Fee
24 Credits to the Copper Ridge PUD site; now, therefore

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

26 **Section 1. Authority to execute the Cecil Connector Road**
27 **Cost Sharing and Mobility Fee Credit Agreement.** The Mayor, or his
28 designee, and the Corporation Secretary are hereby authorized to
29 execute and deliver, for and on behalf of the City, the Cecil
30 Connector Road Cost Sharing and Mobility Fee Credit Agreement (the
31 "Agreement") between the City and Oakleaf Investors, LLC (the

1 "Developer"), in substantially the same form as **Exhibit 1**, attached
2 hereto. City funding was previously appropriated for this Project
3 by BJP Legislation 2000-965-E and subsequent transfers. The funds
4 will be used to reimburse the Developer for a portion of
5 construction costs attendant to the south section of the
6 Improvements, and for 100% of the design and construction costs of
7 the north section of the Improvements to be performed by Developer
8 on land that will be dedicated to the City by Developer, at no cost
9 to the City. The Mobility Fee Credit will be capped at \$731,227.
10 This legislation provides the Developer authority for, as limited
11 by the Agreement, the planning, design, engineering, permitting,
12 CEI, and construction of the Improvements, and for the City to
13 provide cost share funding to Developer for undertaking said
14 activities. The Agreement will facilitate the construction of the
15 Improvements through the Developer's property, which will connect
16 Branan Field Road Extension to the Cecil Commerce Center. The
17 Improvements will serve a public purpose as a means for the City to
18 meet its infrastructure and public safety needs.

19 **Section 2. Waiver of the provisions in Section 655.507(b)**
20 **(Credit against mobility fee), and Section 655.507(c) (Calculation**
21 **of Credit), Chapter 655 (Concurrency and Mobility Management**
22 **System), Ordinance Code.** The City hereby waives the provisions in
23 Section 655.507(b) (Credit against mobility fee), Chapter 655
24 (Concurrency and Mobility Management System), *Ordinance Code*, to
25 allow Mobility fee credit to be provided, and credit calculated,
26 for a transportation benefit to the City other than for the
27 construction of a transportation improvement project funded
28 entirely by the developer. In this case, the transportation
29 benefit to the City includes: (1) the more timely design and
30 construction of a project that was included in the Better
31 Jacksonville Plan but was never constructed; (2) the relief of the

1 City from the effort to administer and manage the design and
2 construction of the almost one mile four-lane divided boulevard
3 (the Improvements); (3) the provision of the design, engineering
4 and permitting for the entire south section (0.58 miles) of the
5 Improvements by the Developer; and (4) the limitation of the
6 Mobility fee credit to the Copper Ridge PUD site. The City hereby
7 waives the provisions of Section 655.507(c) (Calculation of
8 Credit), in order to address the unique circumstances in this
9 public private partnership. The Mobility fee credit is based upon
10 the Mobility fee that would be generated by 310 single family
11 homes, which is the intent of the developer to construct as a first
12 phase on the Copper Ridge PUD site. However, the authorization for
13 the credit for this fee results from the four (4) benefits to the
14 City described above, and in Exhibit K (Memorandum from the
15 Director of the Planning and Development Department), attached to
16 the Agreement, which is attached hereto as **Exhibit 1**.

17 **Section 3. Waiver of the provisions in Section 655.508**
18 **(Mobility fee contract), Chapter 655 (Concurrency and Mobility**
19 **Management System), Ordinance Code.** The City hereby waives the
20 provisions in Section 655.508 (Mobility fee contract), Chapter 655
21 (Concurrency and Mobility Management System), *Ordinance Code*, to
22 allow a Mobility fee credit contract to originate and contain
23 exhibits other than those prescribed in Section 655.508. The
24 construction of the Improvements in this case, in and of itself, is
25 independent of the criteria generally considered for a Mobility fee
26 credit contract. The criteria in the Code include: the proposed
27 land uses or development uses permitted on the land; the Future
28 Land Use Map series designation; and the written description of the
29 intended plan of development or the site development plan for the
30 land subject to the Mobility Fee Contract. Instead of those
31 exhibits, the Agreement contains more than twice the number of

1 appropriate exhibits used to explain and support the Agreement.

2 **Section 4. Oversight of Improvements.** Oversight of
3 the Improvements project and the Agreement shall be provided by the
4 Engineering and Construction Management Division of the Public
5 Works Department.

6 **Section 5. Approval and Oversight of Mobility Fee Credit.**

7 The Director of the Planning and Development Department is
8 hereby authorized to issue to the Developer Mobility Fee Credit in
9 the amount of \$731,227 for use exclusively on the Copper Ridge PUD
10 property that was approved by ordinance 2017-343-E. The Mobility
11 Fee Credit amount is based upon the Mobility Fee which would have
12 been due for the development of 310 single family residential
13 units. The Mobility Fee Credit is capped at \$731,227. As
14 explained in Section 3 above, and in Exhibit K to the Agreement,
15 the Mobility Fee Credit is being provided by the City for the
16 Developer's willingness to undertake the Improvements, which now
17 will provide a four-lane boulevard as a "backdoor" access to the
18 Cecil Commerce Center.

19 **Section 6. Effective Date.** This Ordinance shall become
20 effective upon signature by the Mayor or upon becoming effective
21 without the Mayor's signature.

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24 Form Approved:

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26 /s/ Susan C. Grandin

27 Office of General Counsel

28 Legislation prepared by: Susan C. Grandin and Reece Wilson

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