

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health &
3 Safety Committee:

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6 **ORDINANCE 2021-51-E**

7 AN ORDINANCE APPROVING A PURCHASE AND SALE AND
8 MOBILITY FEE AND CREDIT AGREEMENT
9 ("AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE
10 AND RUM EAST, LLC, ET. AL., TO AUTHORIZE
11 \$304,000.00, WHICH IS SUBJECT TO INCREASE BY
12 THE COST OF THE ENVIRONMENTAL ASSESSMENT PAID
13 BY THE SELLER, IN MOBILITY FEE CREDITS IN
14 EXCHANGE FOR THE CONVEYANCE, AT NO FURTHER
15 COST TO THE CITY, OF APPROXIMATELY 2.7 ACRES
16 ALONG PECAN PARK ROAD LOCATED WITHIN COUNCIL
17 DISTRICT 7, AND FOR THE MEMORIALIZATION OF THE
18 MOBILITY FEE REQUIRED FOR FUTURE DEVELOPMENT
19 OF THE ADJACENT PROPERTY KNOWN AS THE "PECAN
20 PARK REGIONAL ACTIVITY CENTER"; AUTHORIZING
21 THE MAYOR AND CORPORATION SECRETARY TO EXECUTE
22 AND DELIVER THE AGREEMENT AND ALL CLOSING
23 DOCUMENTS RELATING THERETO, AND OTHERWISE TAKE
24 ALL NECESSARY ACTIONS TO EFFECTUATE THE
25 PURPOSES OF THE AGREEMENT; PROVIDING FOR
26 OVERSIGHT BY THE PLANNING AND DEVELOPMENT
27 DEPARTMENT REGARDING THE MOBILITY FEE CREDIT
28 AND MOBILITY FEES, AND THE REAL ESTATE
29 DIVISION OF THE DEPARTMENT OF PUBLIC WORKS FOR
30 THE ACQUISITION; PROVIDING AN EFFECTIVE DATE.

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2 **WHEREAS**, the City desires to enter into the Purchase and Sale
3 and Mobility Fee and Credit Agreement (the "Agreement") to
4 authorize Mobility Fee Credits in favor of Rum East, LLC, et. al.,
5 ("Developer") in the amount of \$304,000.00, which is subject to
6 increase by the cost of the environmental assessment paid by the
7 seller, for use within the property known as the Pecan Park
8 Regional Activity Center ("RAC") located on Pecan Park Road where
9 the Developer has agreed to convey land, approximately forty-five
10 (45) feet in depth along its road frontage on Pecan Park Road for
11 the City's use as additional right-of-way; and

12 **WHEREAS**, the provision of Mobility Fee Credits in exchange for
13 the conveyance of land required for an applicable transportation
14 improvement project is allowed pursuant to Sec. 655.507, *Ordinance*
15 *Code*; and

16 **WHEREAS**, the land to be conveyed was appraised by two
17 appraisers whose separate appraisals indicated an average value of
18 \$304,000.00; and

19 **WHEREAS**, these Credits will be used to offset the Mobility Fee
20 that is required for the development within the RAC; and

21 **WHEREAS**, the required public hearings were held by the
22 appropriate City Council committee of reference and the City
23 Council, with due public notice having been provided pursuant to
24 the requirements of Chapter 655, *Ordinance Code*, Section 166.041,
25 Florida Statutes, and Rule 3.601, *Council Rules*; now therefore

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

27 **Section 1. Approval of Agreement.** The Agreement between
28 the City of Jacksonville and Developer, in substantially the same
29 form as attached hereto as **Revised Exhibit 1**, labeled as "Revised
30 Exhibit 1, Revised Agmt, February 16, 2021 - NCSPHS," is hereby
31 approved.

1 **Section 2. Purpose.** The Agreement authorizes Mobility
2 Fee Credit in the amount of \$304,000.00, which is subject to
3 increase by the cost of the environmental assessment paid by the
4 seller, to be used toward the payment of Mobility Fees on the RAC
5 property in exchange for the conveyance of land, at no cost to the
6 City, located along the north side of the existing Pecan Park Road
7 right-of-way located generally between I-95 and Main Street in
8 Council District 7 as described in the Agreement, attached hereto
9 as **Revised Exhibit 1**, labeled as "Revised Exhibit 1, Revised Agmt,
10 February 16, 2021 - NCSPHS." The conveyed land is intended for the
11 widening of Pecan Park Road by the City as proposed in the 2030
12 Mobility Plan. The Mobility Fee Credit amount was determined by
13 taking the average of two appraisals, which were approved by the
14 Real Estate Division of Public Works. The Mobility Fee Credit may
15 be used to offset the Mobility Fee generated only from the
16 development of the RAC as described in the Agreement.
17 Additionally, the Agreement memorializes the Mobility Fees that are
18 required for the development of the RAC for a ten (10) year term.

19 **Section 3. Authorization for Execution of Agreement.** The
20 Mayor and the Corporation Secretary are hereby authorized to
21 execute and deliver on behalf of the City the Agreement between the
22 City of Jacksonville and Rum East, LLC, et. al., in substantially
23 the form as attached hereto as **Revised Exhibit 1**, labeled as
24 "Revised Exhibit 1, Revised Agmt, February 16, 2021 - NCSPHS," and
25 all such other documents necessary or appropriate to effectuate the
26 purpose of this ordinance with such "technical" changes as herein
27 authorized and defined as those changes having no financial impact
28 to the City, including, but not limited to, changes in legal
29 descriptions or surveys, ingress and egress, easements and rights
30 of way, design standards, access and site plan, resolution of title
31 defects, if any, and other non-substantive changes that do not

1 substantively increase the duties and responsibilities of the City
2 under the provisions of the Agreement.

3 **Section 4. Oversight.** The Planning and Development
4 Department shall oversee the provision of Mobility Fee Credits and
5 the Mobility Fee calculation for the ten (10) year term. The Real
6 Estate Division of the Department of Public Works shall oversee the
7 real estate transaction pursuant to Chapter 122, Part 4, Subpart A,
8 *Ordinance Code.*

9 **Section 5. Effective Date.** This Ordinance shall become
10 effective upon the signature by the Mayor or upon becoming
11 effective without the Mayor's Signature.

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13 Form Approved:

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15 /s/ Paige H. Johnston

16 Office of General Counsel

17 Legislation Prepared by: Susan C. Grandin

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