

1 Introduced by Council Member Dennis and Co-Sponsored by Council
2 Member Hazouri and amended by the Finance Committee:

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5 **ORDINANCE 2019-135-E**

6 AN ORDINANCE APPROVING AND AUTHORIZING THE
7 MAYOR OR HIS DESIGNEE AND CORPORATION
8 SECRETARY TO EXECUTE A REAL ESTATE PURCHASE
9 AND SALE AGREEMENT ("AGREEMENT") BETWEEN THE
10 CITY OF JACKSONVILLE AND LOAD KING
11 MANUFACTURING CO. ("LOAD KING"), AND TO
12 EXECUTE ALL DEEDS AND CLOSING DOCUMENTS
13 RELATING THERETO, AND OTHERWISE TAKE ALL
14 NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF
15 THE AGREEMENT, FOR THE CONVEYANCE TO LOAD KING
16 OF REAL PROPERTY COMPRISED OF TWO PARCELS
17 APPROXIMATELY 1.96 ACRES TOTAL (R.E. NOS.
18 075510-1500 AND 075510-0000) LOCATED AT THE
19 CORNER OF MYRTLE AVENUE NORTH AND UNION STREET
20 WEST, JACKSONVILLE, FLORIDA, IN COUNCIL
21 DISTRICT 9 (THE "PROPERTY"), TO EXPAND AND
22 REDEVELOP THE LOAD KING PROPERTY FOR NEW
23 WAREHOUSING AND SHIPPING FACILITIES WHICH WILL
24 RESULT IN ADDITIONAL JOBS FOR THE COMMUNITY;
25 WAIVING SECTION 122.421(B) (GENERAL
26 PROVISIONS; DELEGATIONS OF AUTHORITY),
27 CHAPTER 122 (PUBLIC PROPERTY), *ORDINANCE CODE*,
28 REGARDING SALE OF PARK LAND TO ALLOW FOR SALE
29 OF PARK LAND; DIRECTING PROCEEDS OF SALE
30 SPECIFICALLY SO THAT 50% OF THE PURCHASE PRICE

1 (\$162,000) AND AN ADDITIONAL \$70,000 HEAD
2 START CONTRIBUTION BE DEPOSITED INTO THE HEAD
3 START REPLACEMENT ACCOUNT AND THE REMAINING
4 50% OF THE PURCHASE PRICE (\$162,000) BE PLACED
5 INTO A DESIGNATED ACCOUNT FOR COUNCIL DISTRICT
6 9 PARKS WITHIN THE JACKSONVILLE RECREATIONAL
7 AND ENVIRONMENTAL LAND ACQUISITION FUND WITH
8 ANY REMAINING FUNDS IN THE HEAD START
9 REPLACEMENT ACCOUNT UPON COMPLETION OF THE
10 HEAD START RELOCATION BEING DEPOSITED INTO THE
11 COUNCIL DISTRICT 9 DESIGNATED PARK ACCOUNT FOR
12 COUNCIL DISTRICT 9 PARK PROJECTS IN ACCORDANCE
13 WITH SECTION 122.421(I), *ORDINANCE CODE*;
14 PROVIDING FOR OVERSIGHT BY THE REAL ESTATE
15 DIVISION OF THE PUBLIC WORKS DEPARTMENT;
16 PROVIDING AN EFFECTIVE DATE.
17

18 **WHEREAS**, the City of Jacksonville ("City") is the owner of an
19 approximately 1.23 acre of unimproved real property located at the
20 corner of Myrtle Avenue North and Union Street West, R.E. # 075510-
21 1500, and an approximately .73 acre adjacent parcel of improved
22 real property located at 1314 Union Street West, R.E. #075510-0000,
23 with an approximately 4,417 square foot building (the "Property");
24 and

25 **WHEREAS**, Load King owns approximately 8.26 acres adjacent to
26 the Property and desires to purchase the Property so that it can be
27 used to expand its manufacturing business at 1357 Beaver Street
28 West; and

29 **WHEREAS**, Load King's business involves the design,
30 fabrication, delivery and installation of complete store packages
31 to locations throughout the United States; and

1 **WHEREAS**, Load King first operated as Southeastern Sales at the
2 Beaver Street location in 1958, and since 1972 has operated as Load
3 King at the site, and has actively recruited and employed members
4 of the local community; and

5 **WHEREAS**, Load King proposes to purchase the Property for
6 \$324,000.00, which is the appraised value of the Property; and

7 **WHEREAS**, Load King intends to purchase and redevelop the
8 Property to construct new warehousing and shipping facilities,
9 including a new cross-dock shipping facility, which will allow Load
10 King to expand its commercial kitchen resale division, resulting in
11 additional jobs at the Load King facility; and

12 **WHEREAS**, Load King has also agreed to relocate a lessee of the
13 Property from its existing location and to pay \$70,000.00 to the
14 City for improvements needed at City property to move the lessee to
15 an alternative City property; and

16 **WHEREAS**, the Council finds that supporting the Project will
17 continue the redevelopment of this area, eliminate blight
18 conditions in the area, and provide a service and job opportunities
19 to residents of the area; now, therefore

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

21 **Section 1. Purchase and Sale Agreement Authorized.** There
22 is hereby approved and the Mayor, or his designee, and the
23 Corporation Secretary, are hereby authorized to (1) execute and
24 deliver the Real Estate Purchase and Sale Agreement between the
25 City of Jacksonville and Load King, in substantially the form as
26 attached hereto and incorporated as reference as **Second Revised**
27 **Exhibit 1**, labeled as "Second Revised Exhibit 1, 2nd Rev Agmt, May
28 21, 2019 - Finance" (the "Agreement"), and all such other
29 documents, necessary or appropriate to effectuate the purpose of
30 this Ordinance and (2) to take, or cause to be taken, such further
31 action to effectuate the purpose of this Ordinance. The Agreement

1 may include such additions, deletions and changes as may be
2 reasonable, necessary and incidental for carrying out the purposes
3 thereof, as may be acceptable to the Mayor, or his designee, with
4 such inclusion and acceptance being evidenced by execution of the
5 Agreement by the Mayor, or his designee; provided however, no
6 modification to the Agreement may increase the financial
7 obligations or liability of the City to an amount in excess of the
8 amount stated in the Agreement or decrease the financial
9 obligations or liability of the Developer, and any such
10 modification shall be technical only and shall be subject to
11 appropriate legal review and approval by the Office of General
12 Counsel. For purposes of this Ordinance, the term "technical
13 changes" is defined as those changes having no financial impact to
14 the City, including, but not limited to, changes in legal
15 descriptions or surveys, ingress and egress, easements and rights
16 of way, design standards, access and site plan, resolution of title
17 defects, if any, and other non-substantive changes that do not
18 substantively increase the duties and responsibilities of the City
19 under the provisions of the Agreement.

20 **Section 2. Waiving Section 122.421(b) (General Provisions;**
21 **delegation of authority), Chapter 122 (Public Property), Ordinance**
22 **Code, as to the policy regarding preservation of parklands to allow**
23 **for direct sale; finding sale of parcels in the greater public**
24 **good.** Pursuant to Section 122.421(b), *Ordinance Code*, it is the
25 City policy that no park related land or space be converted or sold
26 by the City. The Council affirms that as a general matter, this
27 policy should prevail over sale of park parcels to third parties.
28 However, in this case, the Council finds that the sale of the
29 subject parcels to Load King meets a greater public good in that
30 the sale of these parcels and conversion of the use from park land
31 to office/warehouse for expansion of an existing business will

1 result in greater public benefit for the community by way of
2 expanding job opportunities and eliminating blighted conditions
3 within the area. Thus, the Council hereby waives the contrary
4 provisions of Section 122.421(b), *Ordinance Code*, as the park lands
5 are not being replaced with new park facilities in the same general
6 area.

7 **Section 3. Directing use of proceeds from disposition in**
8 **accordance with Section 122.421(i) (General Provisions; delegations**
9 **of authority), *Ordinance Code*.** In accordance with Section
10 122.421(i) (General Provisions; delegations of authority),
11 *Ordinance Code*, the Council hereby directs that the proceeds of the
12 disposition of sale of the subject parcels be placed as follows:
13 50% of the Purchase Price (\$162,000), as defined in the Agreement
14 attached hereto as **Second Revised Exhibit 1**, shall be deposited
15 into a designated account for Council District 9 within the
16 Jacksonville Recreational and Environmental Land Acquisition fund
17 ("Council 9 Account") and the other 50% of the Purchase Price
18 (\$162,000), along with the \$70,000 Head Start Contribution as
19 defined in the Agreement, shall be placed into a Head Start
20 Replacement account within the Jacksonville Recreational and
21 Environmental Land Acquisition fund for the purpose of relocating
22 Head Start, with any excess funds upon the completion of the Head
23 Start relocation to be deposited into the designated account for
24 Council District 9 within the Jacksonville Recreational and
25 Environmental Land Acquisition fund.

26 **Section 4. Oversight.** The Real Estate Division of the
27 Public Works Department shall provide oversight and administration
28 of the Agreement for the duration of the Agreement.

29 **Section 5. Effective Date.** This Ordinance shall become
30 effective upon signature by the Mayor or upon becoming effective
31 without the Mayor's signature.

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Form Approved:

/s/ Paige H. Johnston

Office of General Counsel

Legislation Prepared By: Paige H. Johnston

GC-#1284770-v1-2019-135-E

CITY COUNCIL RESEARCH DIVISION

LEGISLATIVE SUMMARY

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(904) 630-1377



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City Hall, Suite 425
Jacksonville, FL 32202
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Bill Type and Number: Ordinance 2019-135

Introducer/Sponsor(s): Council Member Dennis

Date of Introduction: February 26, 2019

Committee(s) of Reference: NCSPHS, F

Date of Analysis: February 26, 2019

Type of Action: Authorization of real estate agreement, waiver of *Ordinance Code* and designation of oversight agency

Bill Summary: This bill authorizes the real estate purchase and sale agreement between the City of Jacksonville and Load King Manufacturing Co. for property comprised of two parcels approximately 1.96 acres total, RE # 075510-1500 (the Rails-to-Trails parcel) and 075510-0000 (the Head Start parcel) located at the corner of Myrtle Avenue North and Union Street West, Jacksonville, Florida, in Council District 9. The proceeds of the disposition of sale of the subject parcels will be placed in the Jacksonville Recreational and Environmental Land Acquisition Capital Projects Funds, specifically for the purpose of maintaining or acquiring park land to be dedicated for park projects located within Council District 9. The Real Estate Division of the Neighborhoods Department will provide oversight.

This legislation also includes a waiver for Section 122.421(b) (General Provisions; delegation of authority), Chapter 122 (Public Property), *Ordinance Code*, as to the policy regarding preservation of parklands to allow for direct sale. Pursuant to Section 122.421(b), *Ordinance Code*, it is City policy that no park related land or space is converted or sold. However, the sale of these parcels to use for the expansion of office/warehouse for an existing business may result in a public benefit for the community by creating job opportunities and eliminating blighted conditions within the area.

Background Information: The Company has operated at the Beaver Street location since 1958, first as Southeastern Sales and, since 1972, as Load King. Load King has actively recruited and employed members of the local community and owns approximately 8.26 acres adjacent to the aforementioned parcels and desires to expand its manufacturing business at 1357 Beaver Street West. After the purchase of the adjacent property, Load King will redevelop the property to construct new warehousing and shipping facilities, including a new cross-dock shipping facility, which will allow Load King to expand its commercial kitchen resale division, resulting in additional jobs at the Load King facility.

Policy Impact Area: Sale and conversion of park land

Fiscal Impact: Load King will purchase the property from the City for \$324,000 (\$59,000 for the Rails-to-Trails parcel and \$265,000 for the Head Start parcel) and also pay \$70,000 to relocate a lessee of the property from its existing location

Analyst: Hampsey

NMS PHS
2019-135

REAL ESTATE PURCHASE AND SALE AGREEMENT

This **REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "Agreement") is entered into as of _____, 2019 (the "Effective Date"), by and between **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision of the State of Florida (the "City") and **LOAD KING MANUFACTURING CO.**, a Florida corporation, whose address is 1357 West Beaver Street, Jacksonville, Florida 32209 (the "Buyer").

RECITALS

The City is the owner of Parcel RE # 075510-1500 (the "Rails-to-Trails Parcel") and Parcel RE # 075510-0000 (the "Head Start Parcel") in Jacksonville, Duval County, Florida, more particularly described on Exhibit A attached hereto, together with all improvements, attached fixtures, if any, as may be presently located thereon, together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, together with all development rights, concurrency and other intangibles owned or utilized by or for the benefit of the City in connection therewith (hereinafter referred to collectively as the "Property").

The City desires to sell and the Buyer desires to purchase such Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the City and the Buyer agree as follows:

1. **Recitals.** The above Recitals are true and correct, are material terms of this Agreement reflecting the intent and binding on the Parties in entering into this Agreement.
2. **Sale and Purchase.** The City agrees to sell, convey, and transfer to the Buyer, and the Buyer agrees to purchase from the City, the Property, on the terms and conditions stated herein.
3. **Purchase Price.** The total purchase price for the Property shall be Three Hundred Twenty Four Thousand and 00/100 Dollars (\$324,000.00) (the "Purchase Price"). The Purchase Price shall be allocated and paid as follows:
 - a. **Rails-to-Trails Purchase Price:** At Closing, the Buyer shall pay (i) the amount of Fifty Nine Thousand and 00/100 Dollars (\$59,000.00) to the City in currency of the United States of America for the Rails-to-Trails Parcel (the "Rails-to-Trails Purchase Price").
 - b. **Head Start Purchase Price:** At Closing, the amount of Two Hundred and Sixty Five Thousand and 00/100 Dollars (\$265,000.00) shall be paid to City in currency of the United States of America for the Head Start Parcel (the "Head Start Purchase Price").
4. **Deposit.** Within three (3) business days of the Buyer's execution of this Agreement, the Buyer shall deposit with Rogers Towers, P.A. (the "Escrow Agent" or the "Closing Agent") the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Deposit"). The Deposit shall be non-refundable unless (i) the Buyer is not satisfied in its sole discretion with

its inspections as set forth in Section 5. below; (ii) if the title or Survey objections of the Buyer, if any, are not cured by the City as set forth in Section 6. below; (iii) a casualty or condemnation occurs as set forth in Section 13. below; (iv) the City defaults under this Agreement; and/or (v) as otherwise set forth in this Agreement. The Closing Agent shall hold the Deposit in accordance with this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

5. Inspection Period. The Buyer shall have forty five (45) days from the Effective Date (the "Inspection Period"), within which to physically inspect the Property and to conduct its due diligence related thereto. The Buyer and the Buyer's officers, employees, consultants, attorneys and other authorized representatives shall have the right to reasonable access to the Property, at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and other environmental inspections, tests and assessments and obtaining a survey of the Property. The Buyer hereby agrees to indemnify and hold the City harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by the Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by the Buyer or its agents or contractors. Such indemnification shall survive the termination of this Agreement. Within the Inspection Period, the Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to go forward with this Agreement to Closing, which election shall be made by written notice to the City given within the Inspection Period. If such notice is timely given, this Agreement and all rights, duties and obligations of the Buyer and the City hereunder, except any which expressly survive termination, shall terminate, whereupon Closing Agent shall forthwith return the Deposit to the Buyer. If such notice is not timely given, this Agreement and all rights, duties and obligations of the Buyer and the City hereunder shall, subject to the terms and conditions hereof, become fully binding and the Deposit shall become nonrefundable except as expressly provided for herein. Within a reasonable time after the Effective Date, the City shall deliver to the Buyer copies of all documents and records in the City's possession or control that relate to the title, the physical condition or the development, leasing and operation of the Property, including, but not limited to, surveys, environmental reports, soils reports, wetlands reports, archeological reports, development agreements, approvals, licenses and leases (collectively, the "Property Materials"). Buyer relies on information in the Property Materials at its own risk; City is not an insurer of the accuracy or reliability of information in the Property Materials. Buyer will rely solely on its inspections and investigations in deciding whether or not to proceed to Closing and acknowledges that it is relying on no representations by City regarding the quality of title, the condition of the Property, the information in the Property Materials, or the suitability of the Property for Buyer's uses. The Property is being conveyed by City to Buyer **"AS IS, WHERE IS, AND WITH ALL FAULTS."**

6. Title; Survey. Within ten (10) business days of the Effective Date, the Buyer shall obtain a title insurance commitment issued by a national title insurer acceptable to the Buyer (the "Title Company"). During the Inspection Period, the Buyer may obtain a current survey of the Property from a reputable surveyor (the "Survey"). The Buyer will have until ten (10) days after its receipt of the title insurance commitment and Survey (whichever is last to be received) within which to notify the City in writing of any conditions, defects, encroachments or other objections to title or Survey not acceptable to the Buyer. Any matter disclosed by the title insurance commitment

(other than liens removable by the payment of money, which the City shall be obligated to discharge at closing) or by the Survey that is not timely specified in the Buyer's written notice to the City shall be deemed a "Permitted Exception". In the event the Buyer timely objects to one or more title or Survey defects, the City may elect to cure the same at or prior to Closing. If the City chooses not to cure the title or Survey objections by Closing, then the Buyer may elect to (i) refuse to purchase the Property and terminate this Agreement and receive a return of the Deposit; or (ii) waive such objection(s) and close the purchase of the Property, subject to the objection(s), and without reduction of the Purchase Price. The Property is being conveyed to Buyer "AS IS, WHERE IS, AND WITH ALL FAULTS."

7. Relocation of Head Start Parcel.

a. Beginning on the Effective Date and continuing until the date that is one hundred eighty (180) days after the Effective Date (the "Property Search Period"), the City will begin the process necessary to relocate the Head Start program from its current location on the Head Start Parcel ("Head Start Premises") to the Florida C. Dwight Park (the "Dwight Park Property"), or to another location mutually agreeable to the City and the Head Start program, which relocation shall occur within eighteen (18) months from the Closing Date (the "Relocation Period"). Buyer shall lease back the Head Start Premises to Head Start on the same terms and conditions as the existing lease for a lease term not to exceed the Relocation Period in order to assist Head Start in the relocation process. Upon the relocation of Head Start, the lease term shall automatically expire.

b. During the Property Search Period the City will accomplish the following:

- i. The City will immediately contact Head Start to determine if it is interested in moving to the Florida C. Dwight Park Property or if it has another location in mind.
- ii. If Head Start wishes to move to the Florida C. Dwight Park Property, the City will evaluate the existing facility at the Florida C. Dwight Park Property to determine whether it can be renovated or expanded to accommodate the Head Start program or whether it will need to be demolished and replaced. If the existing facility must be demolished, City will identify what type and quality of building will be required, suitable for preschool and prekindergarten educational uses.
- iii. If Head Start wishes to move to a different location, the City and Head Start will reconvene to discuss the steps and costs necessary to move the program to the desired location.
- iv. Upon selection of the new Head Start location, the City will design a conceptual layout for the new facility and will cooperate with Head Start in the design of the same.

c. In the event that the City has not determined the new location for Head Start and a conceptual layout for the new facility prior to the expiration of the Property Search Period, despite good faith and diligent efforts to do so, the Buyer, in its sole discretion, may authorize an extension of the Property Search Period for an additional ninety (90) days. If the City is unable to determine a new location for Head Start and a conceptual layout prior to the expiration of the Property Search Period, as it may be extended, then either the Buyer or the City may terminate this Agreement and Buyer shall receive a refund of its Deposit. The inability of the City to determine a new location for Head Start and a conceptual layout prior to the expiration of the Property Search Period shall not be a breach of this Agreement. Notwithstanding the foregoing, upon the determination of a new location for Head Start and a conceptual layout, the Property Search Period shall automatically expire.

d. At Closing, the Buyer shall contribute Seventy Thousand and 00/100 Dollars (\$70,000.00) (the "Head Start Contribution") to the City to assist with the construction of a new facility or renovation, expansion, or demolition and replacement of an existing facility for Head Start (the "Head Start Improvements"). The City will deposit fifty percent (50%) of the Purchase Price and the entirety of the Head Start Contribution into the Head Start Replacement Account within the Jacksonville Recreational and Environmental Land Acquisition Fund (the "Head Start Replacement Account") for the purpose of relocating Head Start. The City will deposit the remaining fifty percent (50%) of the Purchase Price into a designated account for Council District 9 within the Jacksonville Recreational and Environmental Land Acquisition Fund (the "CD 9 Fund"). After the relocation of Head Start has been completed to the satisfaction of the City, any funds remaining in the Head Start Replacement Account will be deposited in the CD 9 Fund.

8. Approval Period: The City, in its proprietary capacity and not its capacity as a regulatory body, will cooperate with Buyer, who shall have a period beginning on the Effective Date and continuing until the date that is one hundred eighty (180) days after the expiration of the Property Search Period to obtain all approvals (the "Approval Period"), including zoning approvals, road closures, FLUM amendments, LUZ approval, and such other approvals, licenses and permits as may be necessary to allow for the Buyer's intended use of the Property, including but not limited to those as outlined in Exhibit B attached hereto and made a part hereof (the "Approvals"). Buyer shall pursue the Approvals with diligence at Buyer's expense. Buyer shall be responsible for all costs and expenses associated with obtaining the Approvals, including but not limited to all filing fees. If Buyer has not obtained the Approvals within the Approval Period, with all appeals periods for such approvals and permits having expired without an appeal being filed and confirmation in the sole discretion of the Buyer that there are no conditions or restrictions imposed on the Property with respect to such approvals and permits that are not acceptable to Buyer, then Buyer may terminate the Purchase and Sale Agreement by notifying the City within five (5) business days after the end of the Approval Period or the parties may agree to extend the Approval Period. The Parties shall cooperate with each other in connection with any effort to obtain the necessary Approvals.

9. Time and Place of Closing. The Closing shall take place at the offices of Closing Agent as soon as practicable after the later of the expiration of (i) the Approval Period or (ii) the

Property Search Period, as it may be extended, but in no event later than thirty (30) days after the expiration of the Approval Period or the Property Search Period, as it may be extended, whichever is last (the "Closing Date"), by "mail-away" with the parties executing and mailing closing documents and wiring funds to the Closing Agent. Notwithstanding the foregoing, the Buyer and the City may mutually agree upon an earlier Closing Date. If the Closing has not occurred by the date which occurs twenty four (24) months after the Effective Date (extended, if reasonably necessary to accommodate the Approvals), either party may terminate this Agreement, whereupon the Deposit shall be returned to the Buyer and no party shall have any further obligations under this Agreement except as otherwise specifically provided for herein.

10. Deliveries at Closing.

a. The City's Obligations at the Closing. At the Closing, the City shall deliver to the Buyer each of the following documents:

- i. Deed. A Quitclaim Deed executed by the City conveying the Property to the Buyer subject to the Permitted Exceptions and AS IS, WHERE IS, AND WITH ALL FAULTS.
- ii. Evidence of Authority. A certified copy of the legislation authorizing the Mayor to enter into this Agreement and to sign the deed and other documents to be executed by the City at the Closing.
- iii. Other Documentation. Such other documents within the legislative and constitutional authority of the City as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement. Buyer acknowledges that City cannot sign a title, possession, and lien affidavit or otherwise make any warranties or certifications that would subject City to liability for damages for which it may not legally responsible.

b. The Buyer's Obligations at the Closing. At the Closing, the Buyer shall deliver to City the following:

- i. Purchase Price. The Purchase Price payable in immediately available funds. The Earnest Money Deposit shall be credited to the Purchase Price and delivered by Escrow Agent to Seller at Closing.
- ii. Evidence of Authority. Such consents and authorizations as the City may reasonably deem necessary to evidence authorization of the Buyer for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Buyer in connection with Closing.

- iv. Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the City or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

11. Closing Expenses. The Closing expenses shall be paid as follows:

a. City's Closing Expenses. The City shall pay the cost for recording any curative title documents for encumbrances it elects to cure.

b. Buyer's Closing Expenses. The Buyer shall pay for the cost of the Survey; the owner's title insurance policy (in the full amount of the Purchase Price) and all related search and abstract fees and endorsements thereto; any documentary stamp/transfer and intangible taxes due on the deed; all other recording fees; and the Buyer's attorneys' fees.

12. Post Closing Obligation. After Closing, Buyer and the Jacksonville Sheriff's Office ("JSO") shall enter into negotiations for a new lease of additional property, subject to JSO's approval.

13. Risk of Loss. All risk of loss to the Property shall remain upon the City until the conclusion of the Closing. If, before Closing, any material portion of the Property (including the improvements thereon) is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, the City shall notify the Buyer thereof and the Buyer shall have the option to:

a. terminate this Agreement upon notice to the City given within ten (10) business days after such notice from the City, in which case the Buyer shall receive a return of the Deposit; or

b. proceed with the purchase of the Property, in which event the City shall assign to the Buyer all the City's right, title and interest in all amounts due or collected by the City under applicable casualty insurance policies, if any, or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

14. Default.

a. Breach by the City. If the City breaches this Agreement, the Buyer may as its sole remedy and relief hereunder either terminate this Agreement, seek specific performance, or seek other equitable relief to enforce the obligations of the City under this Agreement.

b. Buyer Default. If the Buyer defaults in its obligations hereunder and such default continues after the expiration of ten (10) days' prior written notice from the City to the Buyer, the City's sole legal and equitable remedy shall be to terminate this Agreement and retain the Buyer's

Deposit as AGREED LIQUIDATED DAMAGES for such default, and upon payment to the City of such Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except such indemnities as survive termination).

15. Real Estate Broker. Neither party has engaged any broker, finder or other agent whatsoever with respect to this transaction, so as to cause any broker, finder or agent to be entitled to a broker's or finder's fee or commission with respect to this transaction.

16. Notices. Any notice required or permitted to be delivered under this Agreement shall be deemed to be delivered whether or not actually received, when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or with a nationally recognized overnight carrier, all charges prepaid, and when sent by electronic transmission (and accompanied by a copy sent by United States mail, first class mail, postage prepaid) and addressed to the City or the Buyer, as the case may be, at the addresses set forth below or at such other address as such party may designate by written notice to the other:

To the City:	Chief of Real Estate City of Jacksonville 214 N. Hogan Street, 10 th Floor Jacksonville, FL 32202 Reneeh@coj.net
With a copy to:	Corporation Secretary Office of the General Counsel City Hall-St. James Building 117 West Duval Street, Suite 480 Jacksonville, FL 32202 jmccain@coj.net
To the Buyer:	Load King 1357 West Beaver Street Jacksonville, Florida 32209 Attn: Charles Chupp and Chad Grimm CChupp@loadking.com CGrimm@loadking.com
With a copy to:	Rogers Towers, P.A. 1301 Riverplace Blvd., Suite 1500 Jacksonville, Florida 32207 Attn : Emily Pierce, Esq. and Meg S. Hixon, Esq. EPierce@rtalw.com MHixon@rtlaw.com

Escrow Agent/Closing
Agent:

Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207
Attn : Meg S. Hixon, Esq.
MHixon@rtlaw.com

17. Entire Agreement. This Agreement contains the entire agreement between the City and the Buyer concerning the sale of the Property, and no statement, agreement, representation, or understanding shall be binding on either party unless it is contained in this Agreement. No modification of this Agreement shall be binding on either party unless in writing and signed by the party to be bound. The parties agree that the description in Exhibit "A" shall be revised to be the legal description in the survey contemplated in section 6. of this Agreement or as approved by the City's surveyor (the "revised legal description"), and such a revision of the legal description of the Property shall not require a written amendment to this Agreement. City's execution and delivery of the closing instruments containing the revised legal description, and the Buyer's acceptance of said instruments containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

18. Miscellaneous.

a. Non-liability of City Officials. No member, official or employee of the City shall be personally liable to the Buyer or to any person or entity with whom the Buyer shall have entered into any contract, or to any other person or entity, in the event of any default or breach by the City, or for any amount which may become due to the Buyer or any other person or entity under the terms of this Agreement.

b. Assignment. This Agreement is assignable to any entity controlled or a majority of which is owned by Buyer or an entity which is a parent, subsidiary or affiliate of Buyer. Except as expressly provided in the foregoing, Buyer may not assign its interest in this Agreement without the Seller's prior written consent, which consent shall not be unreasonably withheld.

c. Time. Time is of the essence of this Agreement. If a deadline or a time period would expire on a weekend day or a week day that is not a full business day, the time period will be extended to the next week day that is a full business day.

d. Amendment. No provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement thereof is sought, and then only to the extent set forth in the instrument.

e. Governing Law / Exclusive Venue. This Agreement will be governed by, and construed in accordance with, the law of the State of Florida. Venue for any actions arising hereunder, inclusive of claims against the Closing Agent as to the Deposit hereunder, shall be solely and exclusively brought in the Circuit Court for the County in which the Property is located. The Closing Agent joins in this Agreement to acknowledge its duty as Closing Agent

pursuant to the terms hereunder and to be bound by this jurisdiction and exclusive venue provision.

f. Counterparts. This Agreement may be executed in any number of paper or electronic counterparts by the different parties hereto, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

g. Binding Effect. This Agreement will be binding on and will inure to the benefit of the parties hereto and their respective, heirs, personal representatives, successors and permitted assigns, subject to approval by the Jacksonville City Council and an appropriation for City expenditures hereunder.

h. Closing Agent. The Buyer and the City agree that the Deposit shall be held by the Closing Agent, who shall place the Deposit in a non-interest bearing account. At Closing, Closing Agent shall deliver the Deposit to City as a credit against the Purchase Price pursuant to this Agreement. In the event the Closing fails to occur, Closing Agent shall deliver the Deposit in accordance with instructions agreed to by both the Buyer and the City, or in the absence of such instructions, Closing Agent shall either deposit such funds in the registry of a court of competent jurisdiction or hold the same until directed as to its delivery by a court, arbitrator or other entity having authority to determine the entitlement to the Deposit as between the Buyer and the City. The Buyer and the City will be responsible for all costs, losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees which may be incurred by Closing Agent in connection with its duties hereunder, which are not attributable to the willful default or gross negligence of Closing Agent. The City acknowledges that Closing Agent represents the Buyer and may continue to represent the Buyer in the event of a conflict hereunder. By their execution and delivery of this Agreement, the Buyer and the City acknowledge and confirm that under certain circumstances deposits (including the funds subject to this Agreement) may not be insured or fully insured by the Federal Deposit Insurance Corporation ("FDIC"). Each party has made its own analysis of FDIC insurance regulations affecting, or potentially affecting, the funds subject to this Agreement and is not relying upon any advice from the Closing Agent as to FDIC matters. The Buyer and the City understand and agree that Closing Agent is holding the escrow funds as agent and that the funds are not trust funds. Closing Agent shall not be liable for any failure of the depository.

i. Waiver of Jury Trial. THE BUYER AND THE CITY, JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

(Signatures Appear On The Following Page)

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above appearing.

BUYER:

CITY:

LOAD KING MANUFACTURING CO., a
Florida Corporation

CITY OF JACKSONVILLE, a consolidated
municipal and county political subdivision of
the State of Florida

Name: _____

By: _____

Lenny Curry as Mayor

Its: _____

ATTEST:

James R. McCain, Jr.
As Corporation Secretary

FORM APPROVED
As to City only:

Office of the General Counsel

2542491_8.doc

EXHIBIT A

LEGAL DESCRIPTION/PROPERTY IDENTIFICATION

Rails-to Trails Parcel:

(PARCEL A)

A PORTION OF THE EAST I. HENDRICK GRANT, SECTION 40, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND ALSO BEING A PORTION OF THE UNRECORDED HARRIS AND BRADY SUBDIVISION, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF UNION STREET, A 50 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED, WITH THE WESTERLY RIGHT OF WAY LINE OF MYRTLE AVENUE, A 50 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE SOUTH 06°34'40" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 54.39 FEET TO THE SOUTHEASTERLY LINE OF THAT LAND RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 5888, PAGE 1549 AND THE NORTH-WESTERLY RIGHT OF WAY OF LINE OF "RAILS TO TRAILS", AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING CONTINUE THENCE SOUTH 06°34'40" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 88.36 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID "RAILS TO TRAILS" AND THE NORTH-WESTERLY LINE OF THAT LAND RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 18605, PAGE 1472; THENCE DEPARTING LAST SAID WESTERLY RIGHT OF WAY LINE, ALONG LAST SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "RAILS TO TRAILS" AND THE NORTH-WESTERLY LINE OF THAT LAND RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS VOLUME 18605, PAGE 1472 AND OFFICIAL RECORDS BOOK 18645, PAGE 2144, SOUTH 49°31'33" WEST, A DISTANCE OF 406.44 FEET TO AN ANGLE POINT IN LAST SAID LINE; THENCE CONTINUE ALONG LAST SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "RAILS TO TRAILS" AND THE NORTH-WESTERLY LINE OF THAT LAND RECORDED IN AND DESCRIBED BY SAID OFFICIAL RECORDS BOOK 18645, PAGE 2144, THAT LAND AS RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 17452, PAGE 1842 AND THAT LAND RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 13859, PAGE 978 (PARCEL B), SOUTH 49°24'08" WEST, A DISTANCE OF 396.54 FEET TO A POINT OF CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 789.02 FEET (RAILROAD); THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.24 FEET, TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°56'42" WEST, 23.20 FEET, SAID POINT LYING ON THE FORMER RIGHT OF WAY LINE OF BEAVER STREET (STATE ROAD NO. 10) A 50 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE NORTH 62°00'50" WEST, DEPARTING SAID CURVE, ON A NON-TANGENT LINE, A DISTANCE OF 61.35 FEET, TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BARNETT STREET, A 50 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED, SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 849.02 FEET, SAID POINT LYING ON THE NORTH-WESTERLY RIGHT OF WAY LINE OF "RAILS TO TRAILS" AND THE SOUTHEASTERLY LINE OF THAT LAND RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 13859, PAGE 978 (PARCEL A); THENCE NORTHEASTERLY, DEPARTING SAID FORMER RIGHT OF WAY LINE OF BARNETT STREET AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 145.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°29' 52" EAST, A DISTANCE OF 145.78 FEET, THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 49°24'08" EAST, A DISTANCE OF 25.87 FEET; THENCE CONTINUING ALONG LAST SAID SOUTHEASTERLY LINE OF OFFICIAL RECORDS BOOK 13859, PAGE 978, SOUTH 40°35'55" EAST, A DISTANCE OF 10.08 FEET; THENCE CONTINUING ALONG LAST SAID SOUTHEASTERLY LINE, NORTH 49°24'08" EAST, A DISTANCE OF 351.81 FEET TO AN INTERSECTION WITH A SOUTHERLY PROLONGATION OF THE CENTERLINE OF BRADY STREET AS CLOSED BY ORDINANCE NO. 89-524 AND G-14, THENCE NORTH 00°01'57" EAST, A DISTANCE OF 13.25 FEET TO AN INTERSECTION WITH THE NORTH-WESTERLY RIGHT OF WAY LINE OF "RAILS TO TRAILS" AND THE SOUTHEASTERLY LINE OF THAT LAND RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 5888, PAGE 1549 AND THE SOUTHEASTERLY LINE OF (PARCEL B) OF THAT LAND RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 9534, PAGE 107; THENCE NORTH 49°24'08" EAST, A DISTANCE OF 194.04 FEET TO THE SOUTHEAST CORNER OF LAST SAID (PARCEL B); THENCE CONTINUE ALONG THE NORTH-WESTERLY RIGHT OF WAY LINE OF "RAILS TO TRAILS" AND THE SOUTHEASTERLY LINE OF THAT LAND RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 5888, PAGE 1549, NORTH 49°34'47" EAST, A DISTANCE OF 317.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.26 ACRES MORE OR LESS.

Head Start Parcel:

(PARCEL B)

A PORTION OF LOT 3, ALL OF LOTS 4, 5, 6, 7, A PORTION OF LOTS 8, 9, 10, AND 11, BLOCK 3 OF L'ENGLE AND HARRIS OR HARRIS AND BRADY'S UNRECORDED SUBDIVISION OF THE EASTERN ISSAC HENDRICKS GRANT, SECTION 40, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING A PORTION OF THAT LAND AS RECORDED IN AND DESCRIBED BY OFFICIAL RECORDS BOOK 5888, PAGE 1549, LESS AND EXCEPT THE WESTERLY 140 FEET THEREOF, ALSO LESS AND EXCEPT THAT PORTION OF THAT LAND RECORDED AS (PARCEL B) IN OFFICIAL RECORDS BOOK 9534, PAGE 107, LYING THEREIN, ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTH-WESTERLY RIGHT OF WAY LINE OF "RAILS TO TRAILS", FORMERLY THE "CSX RAILROAD AND THE SEABOARD AIRLINE RAILROAD, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, WITH THE WESTERLY RIGHT OF WAY LINE OF MYRTLE STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED, THENCE NORTHERLY ALONG LAST SAID RIGHT OF WAY LINE, NORTH 06°34'40" W, A DISTANCE OF 54.39 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF WEST UNION STREET, A 50' RIGHT OF WAY AS NOW ESTABLISHED; THENCE WESTERLY, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF UNION STREET, NORTH 86°47'02" W, A DISTANCE OF 247.99 FEET, TO THE EASTERLY LINE OF THE WEST 140 FEET OF THAT LAND RECORDED IN OFFICIAL RECORDS BOOK 5888, PAGE 1549 AND THE EASTERLY LINE OF (PARCEL B) AS RECORDED IN OFFICIAL RECORDS BOOK 9534, PAGE 107, THENCE SOUTHERLY ALONG LAST SAID EASTERLY LINE, SOUTH 00°00'05" WEST, A DISTANCE OF 265.15 FEET TO THE SOUTHEAST CORNER OF SAID (PARCEL B) AS RECORDED IN OFFICIAL RECORDS BOOK 9534, PAGE 107 AND THE NORTH-WESTERLY RIGHT OF WAY LINE OF SAID "RAILS TO TRAILS"; THENCE EASTERLY, ALONG THE NORTH-WESTERLY RIGHT OF WAY LINE OF "RAILS TO TRAILS" AND THE SOUTHEASTERLY LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5888, PAGE 1549, NORTH 49°34'47" EAST, A DISTANCE OF 317.50 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.89 ACRES MORE OR LESS.

EXHIBIT B

APPROVALS

Property Identification	Owner	Action
RE #s: 075498-0000; 075499-0000; 075501-0000; 075509-0000; 075508-0000; 075507-0000; & 075506-0000	LKJ Land Trust	FLUM Amendment from MDR to LI Rezoning from RMD-A to IL
075510-0000 (Head Start)	City of Jacksonville	Rezoning from PBF-1 to IL
Brady Street (all) & Union Street West (portion of)	LKJ Land Trust owns the property on each side of the identified roads	Road closure

1 Introduced by the Council President at the request of the Mayor:
2
3

4 **ORDINANCE 2023-564**

5 AN ORDINANCE TRANSFERRING \$394,000 FROM EQUITY
6 IN POOLED CASH TO EXPENSE ACCOUNT PER ORDINANCE
7 2019-135 FOR PARKS, RECREATION, AND COMMUNITY
8 SERVICES DEPARTMENT, AS INITIATED BY B.T. 23-
9 115; PURPOSE OF APPROPRIATION; PROVIDING AN
10 EFFECTIVE DATE.
11

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

13 **Section 1. Appropriation.** For the 2022-2023 fiscal year,
14 within the City's budget, there are hereby appropriated the indicated
15 sum(s) from the account(s) listed in subsection (a) to the account(s)
16 listed in subsection (b):
17 (B.T. 23-115, attached hereto as **Exhibit 1** and incorporated herein
18 by this reference)

19 (a) Appropriated from:

20 See B.T. 23-115 \$394,000

21 (b) Appropriated to:

22 See B.T. 23-115 \$394,000

23 (c) Explanation of Appropriation:

24 The funding above represents a transfer of \$394,000 from
25 Equity in Pooled Cash to Expense Account per Ordinance
26 2019-135 for Parks, Recreation and Community Services
27 Department.

28 **Section 2. Purpose.** In May 2019, Ordinance 2019-135
29 authorized the real estate purchase and sale agreement between the
30 City and Load King Manufacturing Company for property located in
31 Council District. The proceeds of the sale of the subject parcels

1 were placed in the Jacksonville Recreational and Environmental Land
2 Acquisition Capital Projects Funds, specifically for the purpose of
3 maintaining or acquiring park land in Council District 9. Load King
4 paid a purchase price of \$324,000 and provided an additional \$70,000
5 to relocate the current tenants of the property - a total of \$394,000.

6 The funds were received and deposited into the Jacksonville
7 Recreational and Environmental Land Acquisition Fund (32103), PRCS
8 Parks and Rec Capital Projects - Parks and Recreational Account
9 (167101). In 2020 the Finance Department transferred the funds to the
10 Equity of Pooled Cash Account (104001). The funds must be transferred
11 back to the PRCS Parks and Recreation Capital Projects - Parks and
12 Recreation Account (167101) to be expended in accordance with Section
13 3 of Ordinance 2019-135.

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

17
18 Form Approved:

19
20 /s/ Harry M. Wilson, IV

21 Office of General Counsel

22 Legislation prepared by: Harry M. Wilson, IV

23 GC-#1583444-v1-Funds_Transfer_Psrks_BT_23-115.docx

**CITY COUNCIL RESEARCH DIVISION
LEGISLATIVE SUMMARY**



JEFFREY R. CLEMENTS
Chief of Research
(904) 255-5137

117 West Duval Street
City Hall, Suite 425
Jacksonville, FL 32202
FAX (904) 255-5229

Bill Type and Number: Ordinance 2023-564

Introducer/Sponsor(s): Council President at the request of the Mayor

Date of Introduction: August 22, 2023

Committee(s) of Reference: NCSPSH, F

Date of Analysis: August 24, 2023

Type of Action: Appropriation

Bill Summary: The bill appropriates \$394,000 from the Equity in Pooled Cash account to a Parks and Recreation and Community Services Department Capital Projects account in order to be expended to maintain existing or purchase new park land in Council District 9.

Background Information: In 2019, Load King Manufacturing Company acquired two parcels of property from the City for \$394,000 to facilitate expansion of the company's facilities on Beaver Street. One parcel was part of the Rails To Trails system of the other was the former site of a Head Start program. The purchase price and a separate company contribution for the relocation of the existing tenants was deposited into a Parks and Recreation account for the maintenance of existing or purchase of new park property in Council District 9. In 2020 those funds were swept into the City's Equity in Pooled Cash account. This bill transfers the funds out of that account back to a Parks and Recreation account to be used to make improvements to the Emmett Reed Community Center to accommodate the Head Start program operating there, particularly to make improvements appropriate for the small children attending the program.

Policy Impact Area: Recreational improvements

Fiscal Impact: The bill transfers \$394,000 from the Equity in Pooled Cash account back to a Parks and Recreation and Community Services Department capital projects account.

Analyst: Clements

LEGISLATIVE FACT SHEET

DATE: 08/02/23

BT or RC No: BT23-115
(Administration & City Council Bills)

SPONSOR: Parks, Recreation and Community Services Department
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation: Daryl Joseph, Director, PRCS

Provide Name: Daryl Joseph

Contact Number: 255-7903

Email Address: Djoseph@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

In May 2019, Ordinance 2019-135 authorized the real estate purchase and sale agreement between the City and Load King Manufacturing Co. for property located in Council District 9. The proceeds of the disposition of sale of the subject parcels were placed in the Jacksonville Recreational and Environmental Land Acquisition Capital Projects Funds, specifically for the purpose of maintain or acquiring park land to be dedicated for park projects located within Council District 9. Load King paid a purchase price of \$324,000 and provided an additional \$70,000 to relocate the current lessee of the property.

The funds were received and deposited into the Jacksonville Recreational and Environmental Land Acquisition Fund (32103), PRCS Parks & Rec Capital Projects – Parks and Recreation Account (167101). In 2020, Finance Department transferred the funds to the Equity of Pooled Cash Account (104001). The funds must be transferred back to the PRCS Parks & Rec Capital Projects – Parks and Recreation Account (167101) to be expended in accordance with Section 3 of Ord 2019-135.

APPROPRIATION: Total Amount Appropriated \$394,000.00 as follows:

List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____

Name of State Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name of City of Jacksonville Fundir	From: Equity of Pooled Cash Account	Amount: \$394,000.00
	To: 9 Parks Acq&Maint TRCC09 Other Construction Cost	Amount: \$394,000.00

Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The funds were received and deposited into the Jacksonville Recreational and Environmental Land Acquisition Fund (32103), PRCS Parks & Rec Capital Projects – Parks and Recreation Account (167101). In 2020, Finance Department transferred the funds to the Equity of Pooled Cash Account (104001). The funds must be transferred back to the PRCS Parks & Rec Capital Projects – Parks and Recreation Account (167101) to be expended in accordance with Section 3 of Ord 2019-135.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:	Yes	No	
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Justification of Emergency: If yes, explanation must include detailed nature of emergency. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Note: If yes, note must include explanation of all-year subfund carryover language. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.
Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted? <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment: If yes, attach appropriate RC/BT form(s).
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Related Enacted Ordinances?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

Ord 2019-0135.

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No	
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment: If yes, attach appropriate form(s).</p>
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

Division Chief: Renee Harriman, Parks Finance Manager Date: 8/2/23
(signature)

Prepared By: Renee Harriman Date: 8/2/23
(signature)

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o the Budget Office, St. James Suite 325

Thru: Daryl Joseph, Director, Parks, Recreation and Community Services Department
(Name, Job Title, Department)
 Phone: 255-7903 E-mail: Djoseph@coj.net

From: Daryl Joseph, Director, Parks, Recreation and Community Services Department
Initiating Department Representative (Name, Job Title, Department)
 Phone: 255-7903 E-mail: Djoseph@coj.net

Primary Contact: Daryl Joseph, Director, Parks, Recreation and Community Services Department
(Name, Job Title, Department)
 Phone: 255-7903 E-mail: _____

CC: Brittany Norris, Director of Intergovernmental Affairs, Office of the Mayor
 Phone: 255-5006 E-mail: Bnorris@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Mary Staffopoulos, Office of General Counsel, St. James Suite 480
Phone: 904-255-5062 E-mail: mstaff@coj.net

From: _____
Initiating Council Member / Independent Agency / Constitutional Officer
Phone: _____ E-mail: _____

Primary Contact: _____
(Name, Job Title, Department)
Phone: _____ E-mail: _____

CC: Brittany Norris, Director of Intergovernmental Affairs, Office of the Mayor
Phone: 255-5006 E-mail: Bnorris@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item: Yes No
Boards Action / Resolution? Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Legislation

Equity of Pooled Cash Transfer-LoadKing Funding Whitepaper

August 2, 2023

Background

In May 2019, Ordinance 2019-135 authorized the real estate purchase and sale agreement between the City and Load King Manufacturing Co. for property located in Council District 9. The proceeds of the disposition of sale of the subject parcels were placed in the Jacksonville Recreational and Environmental Land Acquisition Capital Projects Funds, specifically for the purpose of maintain or acquiring park land to be dedicated for park projects located within Council District 9. Load King paid a purchase price of \$324,000 and provided an additional \$70,000 to relocate the current lessee of the property.

The funds were received and deposited into the Jacksonville Recreational and Environmental Land Acquisition Fund (32103), PRCS Parks & Rec Capital Projects – Parks and Recreation Account (167101). In 2020, Finance Department transferred the funds to the Equity of Pooled Cash Account (104001). The funds must be transferred back to the PRCS Parks & Rec Capital Projects – Parks and Recreation Account (167101) to be expended in accordance with Section 3 of Ord 2019-135.

Recommended Action

Parks, Recreation and Community Services Department respectfully request to transfer funds from the Equity of Pooled Cash Account to the Jacksonville Recreational and Environmental Land Acquisition Capital Projects Fund, PRCS Parks & Rec Capital Projects – Parks and Recreation, Council District 9 Parks Acq & Maint Account (32103.1670101.565050.000000.00001376.00000.0000000)

16
8-7-23

City of Jacksonville, Florida
Request for Budget Transfer Form

Parks, Recreation and Community Services Department
Department or Area Responsible for Contract / Compliance / Oversight

9
Council District(s)

Reversion of Funds: (if applicable) n/a Fund / Center / Account / Project * / Activity / Interfund / Future All-years

Section of Code Being Waived (if applicable): n/a CIP (yes or no): no

Justification for Waiver

n/a

Justification for / Description of Transfer:

Transfer of funds from Equity in Pooled Cash to expense account, per Ord 2019-135, for Parks, Recreation and Community Services Department.

* This element of the account string is filled project but it houses both projects and grants.

Net Amount Appropriated and/or Transferred: \$394,000.00

CITY COUNCIL

Requesting Council Member: _____ CM's District: _____

Requesting Council Member: _____ CM's District: _____

Prepared By: _____ Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT23-115

Department Head	Date Rec'd.	Date Fwd.	Approved	Disapproved
Mayor's Office	<u>8/13/23</u>	<u>8/13/23</u>	<u>[Signature]</u>	
Accounting Division	<u>8/19/23</u>	<u>8/19/23</u>	<u>[Signature]</u>	
Budget Division	<u>8/13/23</u>	<u>8/15/23</u>	<u>[Signature]</u>	

Date of Action By Mayor: AUG 07 2023 Approved: [Signature]

Division Chief: Renee Harriman, Parks Finance Manager Date Initiated: 7/12/23

Prepared By: Renee Harriman, Parks Finance Manager Phone Number: 255-3294

Initiated / Requested By (if other than Department): _____

APPROVED BY
MAYOR'S BUDGET
REVIEW COMMITTEE
DATE
AUG 07 2023

Budget Transfer Line Item Detail

Budget Office approval does not confirm; whether or not a grant requires a new 1Cloud grant number nor the availability or use of prior-year revenue and/or the use of fund balance appropriations in all-years subfunds.

* This element of the account string is titled project but it houses both projects and grants.

_____ Budget Officer Initials

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Accounting Codes										
				Amount	Fund	Center	Account	Project *	Activity	Interfund	Future			
				Total:	\$394,000.00									
Rev	Jax Recreation & Environmental Land Acquisition	PRSC Parks & Rec Capital Projects-Parks and Recreation/Council District 9 Parks Acq&Maint TRCC09	Transfer from Funds Balance	\$394,000.00	32103	167101	389010	000000	00001376	00000	00000000			

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Accounting Codes										
				Amount	Fund	Center	Account	Project *	Activity	Interfund	Future			
				Total:	\$394,000.00									
Exp	Jax Recreation & Environmental Land Acquisition	PRSC Parks & Rec Capital Projects-Parks and Recreation/Council District 9 Parks Acq&Maint TRCC09	Other Construction Costs	\$394,000.00	32103	167101	565050	000000	00001376	00000	00000000			

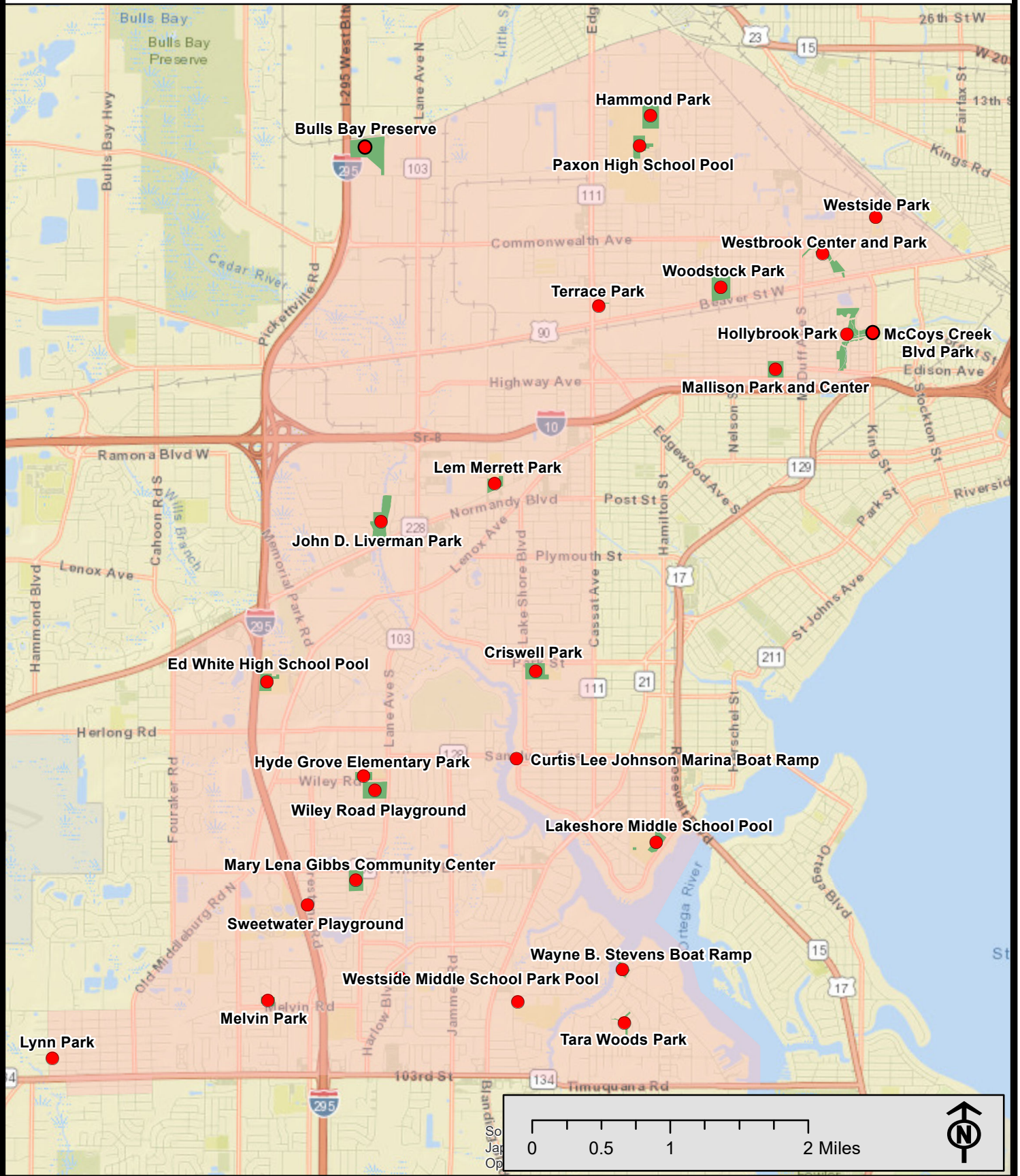
jax parks

Council District 7 2023

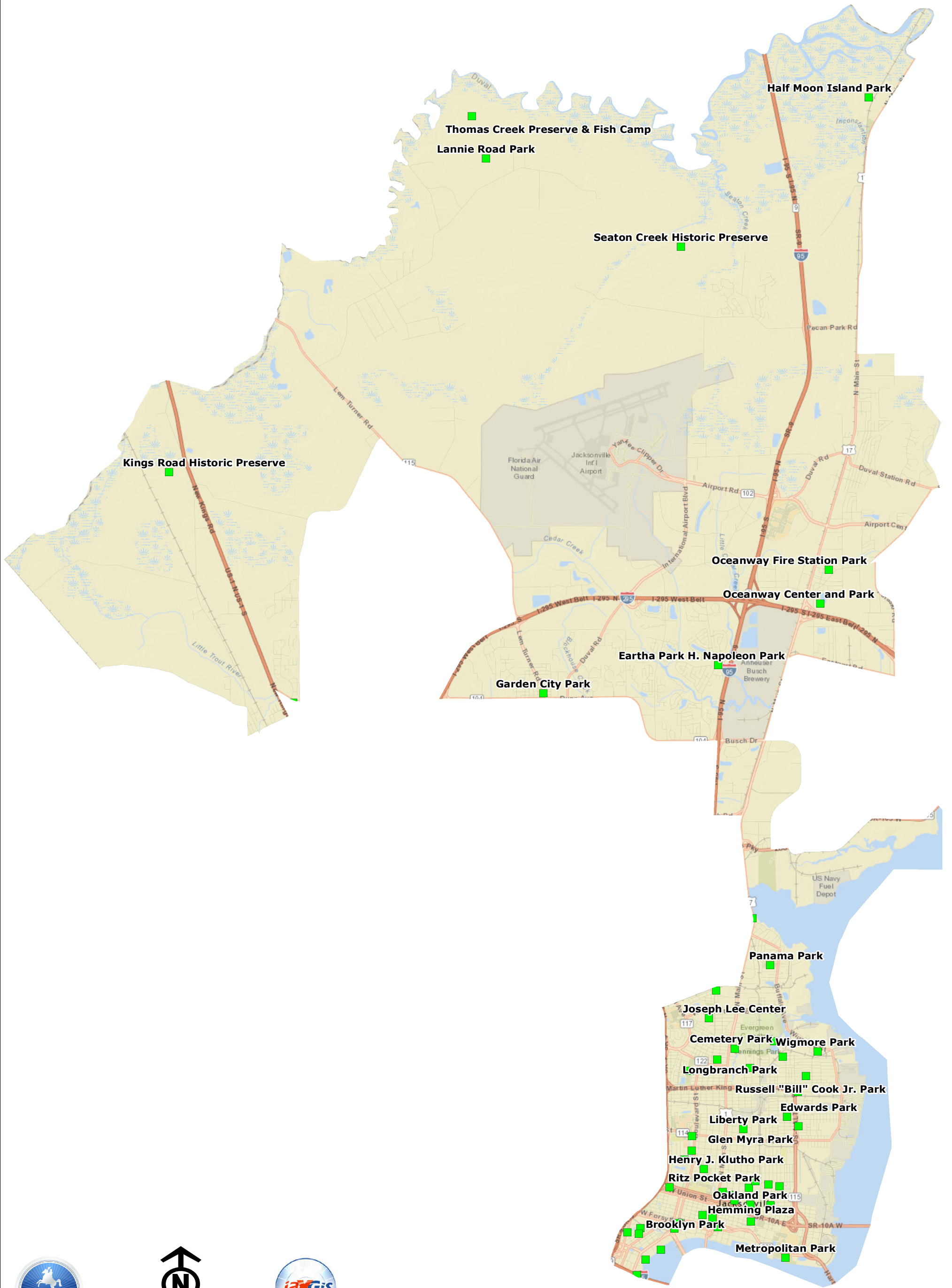


jax parks

Council District 9 2023

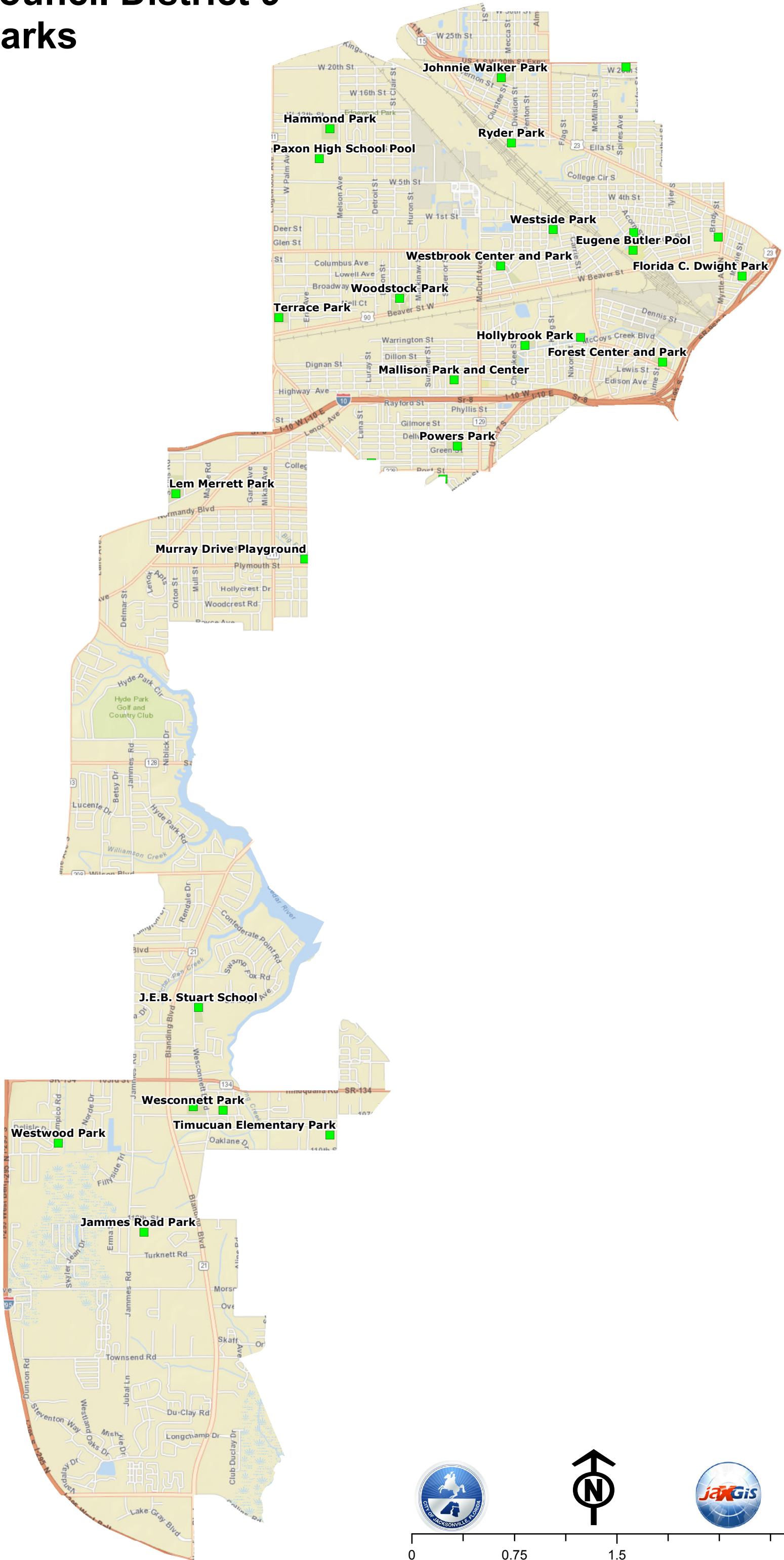


City Council District 7 with Parks



0 1.25 2.5 5 Miles

City Council District 9 with Parks



0 0.75 1.5 3 Miles