

2017-174  
TEU

## LOCALLY FUNDED AGREEMENT (Lump Sum)

This Locally Funded Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of Jacksonville ("Participant").

### -RECITALS-

1. It is in the mutual best interest of the parties to facilitate the transportation project known as the Interchange Improvement at I-95 and Airport Road which is in the Jacksonville International Airport (JIA) Community Redevelopment Area (CRA), as more particularly described in **Exhibit "A"** ("Project"), located in Jacksonville, Duval County, Florida.

2. For purposes of accommodating the funding availability of the Participant, the Project is being constructed as follows: the interchange operational improvements at I-95 and Airport Road constructed under **FM Number 209365-2-52-01**; and

3. The Department shall manage the Project; and

4. The Department shall construct the Project; and

5. The Department shall fund a portion of the Project; and

6. The Participant shall fund a portion of the Project; and

7. The estimated cost of the Participant's participation is described in **Exhibit "B"**; and

8. A copy of the Participant's intention letter and the JIA CRA Resolution authorizing funding for the interchange improvements at I-95 and Airport Road of this Agreement is attached as **Exhibit "C"**; and

**NOW, THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

### 1. RECITALS & EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

### 2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes this Agreement.

### 3. E-VERIFY

The Participant (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Participant during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

### 4. FINANCIAL PROVISIONS

A. The Participant's funding obligation pursuant to this Agreement shall not exceed the sum of Seven-Million and No/100 Dollars (**\$7,000,000.00**) ("Participant Funds").

The Participant Funds shall be paid to the Department in two installment payments as follows: pursuant to **FM Number 209365-2-52-01**, the Participant shall pay an installment of Two-Million Five-Hundred Thousand and No/100 Dollars (\$2,500,000.00) for the City of Jacksonville fiscal year 2016-2017, to be remitted no later than **August 1, 2017**; and an installment of Four-Million Five-Hundred Thousand and No/100 Dollars (\$4,500,000.00) for the City of Jacksonville fiscal year 2017-2018, to be remitted no later

**Financial Project ID: 209365-2-52-01  
I-95 at Airport Road**

than Friday, **October 13, 2017**; Notwithstanding anything to the contrary herein, the Participant's funding obligations under this Agreement are contingent upon the availability of funding in the foregoing amounts from the JIA-CRA for the foregoing fiscal years.

B. Funds from the Department have been used for the Planning, Design and Engineering ("PD&E") phase, right-of-way acquisition, and development of construction documents. The Participant will fund the construction, up to a maximum of \$7,000,000. If the cost of construction is less than \$7,000,000, the excess will be applied to City of Jacksonville projects within the CRA boundary that are within the Department's current Five Year Work Plan, at the sole discretion of the Department.

**C. Contact Persons:**

Participant: City of Jacksonville  
Contact Person: Paul Crawford, Deputy Director, Office of Economic Development  
117 West Duval Street Suite 225  
Telephone #: 904-630-1858  
Fax #: 904-630-1019  
Federal Employer ID # (FEIN): 59-6000344  
[PaulC@coj.net](mailto:PaulC@coj.net)

Department:  
Attention: Kim Evans, District Local Programs Administrator  
Florida Department of Transportation – District 2 – Program Management  
1109 South Marion Avenue  
Lake City, Florida 32025  
Phone: 386-961-7402  
[Kimberly.evans@dot.state.fl.us](mailto:Kimberly.evans@dot.state.fl.us)

**5. NOTICE**

All notices, communications and determinations between the parties and those required to be given under this Agreement, including, without limitation, any change to a party's notification address, shall be in writing and shall be sufficient if delivered by registered or certified mail to the parties at the addresses provided in paragraph "H" of the Financial Provisions section of this Agreement.

**6. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

**7. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

**8. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

**9. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

**10. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Participant and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**11. JURY TRIAL**

The parties hereby waive right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.

**12. ASSIGNMENT**

The Participant shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing in this Agreement shall prevent the Participant from delegating its duties under the Agreement, but such delegation shall not release the Participant from its obligation to perform the Agreement.

**13. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in the Agreement.

**14. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

**15. ENTIRE AGREEMENT**

This instrument contains the entire understanding of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties with respect to the subject matter of this Agreement are waived and superseded by this Agreement.

**16. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

**17. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

**18. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment of the rights provided in this Agreement and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**19. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**20. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**21. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound by the same so long as principle purposes of the Agreement remain enforceable.

**22. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**23. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

**24. TERM OF AGREEMENT**

This Agreement shall continue in effect and be binding on the parties until the construction of the Project is completed, which is currently anticipated to be no later than 2028. The Department shall not be obligated or liable hereunder to any party other than the Participant.

**25. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Participant if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**26. WARRANTY**

The Participant warrants that it has not employed or obtained any company or person, other than bona fide employees of the Participant to solicit or secure this Agreement and the Participant has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the Participant. For breach or violation of this provision, the Department shall have the right to terminate the Agreement without liability.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereby execute this Agreement consisting of eight (8) pages.

Financial Project ID: 209365-2-52-01  
I-95 at Airport Road

**ATTEST:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Office of the General Counsel  
Florida Department of Transportation

**ATTEST:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Legal Counsel for Participant

Financial Project ID: 209365-2-52-01  
I-95 at Airport Road

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

**PROJECT LOCATION:** I-95 at Airport Road Interchange Project

**PROJECT DESCRIPTION:** Interchange Operational Improvements at I-95 and Airport Road. Improvements are comprised of but are not limited to the following: construction and construction engineering and inspection phases of the project.

EXHIBIT "B"  
PROJECT BUDGET

PARTICIPANT'S PARTICIPATION: \$ 7,000,000.00

EXHIBIT "C"

PARTICIPANT'S Letter of Intention to authorize funds



OFFICE OF ECONOMIC DEVELOPMENT  
CITY OF JACKSONVILLE, FLORIDA

September 29, 2016

Florida Department of Transportation  
c/o James Knight  
2198 Edison Avenue  
Jacksonville, FL 32204

Mr. Knight:

This is to inform you of the City of Jacksonville's intention to allocate funding for the interchange improvements at I-95 and Airport Road in the total amount of \$7 million over the course of FY '16-'17 and FY '17-'18. Our understanding is that this is to ensure FDOT funding to be utilized elsewhere. As you are aware, this project is in the Jacksonville International Airport (JIA) Community Redevelopment Area (CRA). The funding is subject to approval from the CRA Board and appropriation by City Council.

Thank you for your attention in this matter. Should you have any questions, please feel free to contact me at (904) 838-2826.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Crawford".

Paul R. Crawford, Deputy Director



RESOLUTION JIA/CRA-2016-06

**A RESOLUTION OF THE JACKSONVILLE INTERNATIONAL AIRPORT COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING: (1) \$7,000,000 FOR THE I-95/AIRPORT ROAD INTERCHANGE PROJECT; AND; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Ordinance 2016-504-E appropriated \$4,517,209 to the JIA CRA budget line item of "Plan Authorized Projects" to be used in compliance with the JIA CRA Community Redevelopment Plan; and

WHEREAS, the Board finds that the I-95/Airport Road Interchange project is in compliance with, and furthers the purposes and objectives of, the JIA CRA Community Redevelopment Plan, as amended, in Section A (Purpose of the Plan), as follows:

1. Paragraph 3 - Community Redevelopment Plan Objectives
  - (g) Increase Jacksonvilles's penetration of the economic activity generated by the growth of the JIA area by developing additional commercial, residential, transportation and open spaces uses in the redevelopment area; and,
  - (l) Provide the additional public services including roadways necessary to serve new development;
2. Paragraph 4 - Conformance to Community Objectives, through the Comprehensive Plan:
  - Traffic Circulation Element Goals 1 through 5;
  - Mass Transit Element Goals 1 through 5;

WHEREAS, the Board finds that the I-95/Airport Road Interchange project is in compliance the JIA CRA Community Redevelopment Plan, as amended, in Section C (Plan Proposals), as follows:

1. Paragraph 4 - Proposed Circulation
  - (a) Improvements to dangerous intersection such as the one at Airport Road and I-95;
  - Specific street improvements are required to fully and adequately implement the Plan:
    - i. Airport Road from JIA property line to East I-95; and,
    - ii. Airport Road/Duval Road and I-95 Interchange Modifications;

WHEREAS, the the Jacksonville International Airport Community Redevelopment Agency ("JIA CRA") is authorized pursuant to Chapter 500, *Ordinance Code*, and Chapter 163, Part 3, Florida Statutes, to utilize the Jacksonville International Airport Community Redevelopment Area Trust Fund for projects in conformance with the Redevelopment Plan, now therefore

**BE IT RESOLVED**, by the Jacksonville International Airport Community Redevelopment Agency:

**Section 1.** The JIA CRA Board finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

**Section 2.** For the 2016/2017 fiscal year, within the JIA CRA budget, there are hereby authorized the indicated sum(s) to be transferred from the account(s) listed in subsection (a) to the account(s) listed in subsection (b) as shown in **Exhibit 1**, attached hereto:

- (a) Transferred from:  
Plan Authorized Projects
- (b) Transferred to:  
I-95/Airport Road Interchange
- (c) Explanation of transfer

The authorization described above is transferring \$2,500,000 from Subfund 185/JXSF185PLAN to Subfund 185/JEJE185I95AR for the I-95/Airport Road Interchange Project.

**Section 3.** For the 2017/2018 fiscal year, the Office of Economic Development is directed to include \$4,500,000 for the I-95/Airport Road Interchange Project within the JIA CRA budget. The JIA CRA Board requests that the City Council approve the use of, and set aside, the \$4,500,000 of the JIA CRA Trust Fund monies.


**Section 4.** The purpose of the transfer is to provide the funding, including the match money for grants to fund, a road construction project that will include the area within the JIA CRA as shown on **Exhibit 2**, attached hereto. The purpose is further explained in the memorandum from Kirk Wendland, attached hereto as **Exhibit 3**.

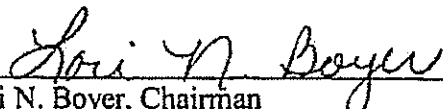
**Section 5.** The Office of Economic Development is directed to coordinate with the Accounting Division to establish the receiving subfund to assure that the funds will not lapse, but will carry forward without further action required by the City Council.

Section 6. This Resolution JIA/CRA-2016-06 shall become effective upon execution by the Chair.

WITNESS:

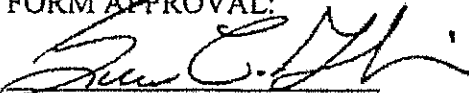
JACKSONVILLE INTERNATIONAL  
AIRPORT COMMUNITY REDEVELOPMENT  
AGENCY

  
Signature  
KEVIN M. KUZEL  
Print

  
Lori N. Boyer, Chairman  
Date signed: Nov 30, 2016

VOTE: In Favor: 14 Opposed: 0 Abstained: 0

FORM APPROVAL:

  
Office of General Counsel

G:\Land Use\SGrandin\CRA\JIA CRA\Resolutions\2016-06 I-95 interchange\Resolution 2016-06.rev1.doc

**City of Jacksonville, Florida  
Request for Budget Transfer Form**

**(21)**

Office of Economic Development  
Department or Area Responsible for Contract / Compliance / Oversight

7  
Council District(s)

Reversion of Funds: \_\_\_\_\_  
(if applicable) Subfund / Indexcode / Subject / Project Prj-DII / Grant Gr-DII

Carry over into FY18  
~~this is an all-years addition~~  
Fiscal Yr(s) of carry over (all-year funds do not require a carryover)

Section of Code Being Waived (if applicable): \_\_\_\_\_ CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:

We are requesting the utilization of JIA CRA funds for the construction of the I-95/Airport Road project. The required outlay is \$7,000,000. The allocation would include \$2,500,000 in the FY16/17 current year budget and \$4,500,000 in the FY 17/18 budget.

Total Amount Appropriated: \$2,500,000.00

CITY COUNCIL

Requesting Council Member: \_\_\_\_\_

Requesting Council Member: \_\_\_\_\_

Prepared By: \_\_\_\_\_

CM's District: \_\_\_\_\_

CM's District: \_\_\_\_\_

Ordinance: \_\_\_\_\_

OFFICE OF THE MAYOR

BUDGET ORDINANCE  TRANSFER DIRECTIVE

TD/BI Number: BT17-036

Date Rec'd	Date Fwd	Approved	Disapproved
	11/10/16	<i>[Signature]</i>	
11-18-16	11/18/16	<i>[Signature]</i>	
11-15-16		<i>[Signature]</i>	

NOV 21 2016

*[Signature]*  
Larry Curry

Department Head  
NOV 21 2016  
Accounting Division  
Budget Division

Date of Action By Mayor: \_\_\_\_\_  
Initiated / Requested By (if other than Department): \_\_\_\_\_

Date Initiated: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

APPROVED BY:  
MAYOR'S BUDGET

NOV 21 2016

Budget Transfer Line Item Detail

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

Rev Exp	SF ID	Subfund Title	Activity / Grant Title	Line Item / Subobject Title	Amount	Indexcode	Accounting Codes							
							Subobject	Project	Pf-DI	Grant	Gr-DI			
Exp	185	JIA Area Redevelopment Trust	JIA Plan Authorized Projects	Reserves	\$2,500,000.00	JNSF185PLAN	08910							
					Total:	\$2,500,000.00								

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

Rev Exp	SF ID	Subfund Title	Activity / Grant Title	Line Item / Subobject Title	Amount	Indexcode	Accounting Codes							
							Subobject	Project	Pf-DI	Grant	Gr-DI			
Exp	185	JIA Area Redevelopment Trust	ISSA/Airport Road Project	Subsites & Contributions to other Governments	\$2,500,000.00	HEJF185PLAN	08101							
					Total:	\$2,500,000.00								

**LEGISLATIVE FACT SHEET**

DATE: 11/07/16

BT or RC No: BT17-036  
(Administration & City Council Bills)

SPONSOR: Office of Economic Development  
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: Kirk Wendland/Karen Nasrallah

Provide Name: Kirk Wendland/Karen Nasrallah

Contact Number: 630-2272

Email Address: karenn@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.)

We are requesting the utilization of JIA CRA funds for the construction of the I-95/Airport Road project, which is identified in the Redevelopment Plan. The required outlay is \$7 million. We recommend that the \$7 million be allocated between two budget years. The allocation would include \$2.5 million in the FY16/17 current year budget (BT attached) and \$4.5 in the FY 17/18 budget.

The Planning and Development Department recommends substituting \$7,000,000 of SU funds with \$7,000,000 of JIA-CRA funds for the I-95/Airport Rd Interchange project. This funding will result in a benefit to the City in excess of \$11,000,000 by maximizing funding available on eligible projects between the FDOT and the City. Our investment of \$7,000,000 will be leveraged to allow various projects as outlined by the Planning and Development Department. Compliance with the Plan is outlined as follows:

The I-95/Airport Road Interchange project is in compliance with and further the purposes and objectives of the JIA CRA Community Redevelopment Plan, as amended, as set forth in Paragraph A, Purpose of the Plan, sub-paragraph 3, Community Redevelopment Plan Objectives: (f) (g) increase Jacksonville's penetration of the economic activity generated by the growth of the JIA area by developing additional transportation uses in the redevelopment area; and, (ii) (i) Provide additional public services including roadways necessary to serve new development.

The I-95/Airport Road Interchange project is in compliance with the Community Objectives of the JIA CRA Community Redevelopment Plan, sub-paragraph 4, Conformance to Community Objectives: (i) Traffic Circulation Element Goals 1 through 5; and, (ii) Mass Transit Element Goals 1 through 5.

The I-95/Airport Road Interchange project is in compliance and specific within the Plan Proposals of the JIA CRA Community Redevelopment Plan, sub-paragraph 4, (i) Airport Road, from JIA property line to East I-95; and, (ii) Airport Road/Duval Road and I-95 Interchange Modifications.

The Jacksonville International Airport Community Redevelopment Agency ("JIA CRA") is authorized per Section 500, Ordinance Code, and Section 163, Part 3, Florida Statutes, to utilize the Tax Increment Finance District Trust Funds to foster the redevelopment of the Jacksonville International Airport Community Redevelopment Area.

APPROPRIATION: Total Amount Appropriated \$2,500,000 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 Funding Source(s):	From: JIA CRA - Reserves	Amount: \$2,500,000.00
	To: Subsidies & Contribution to Other Governments	Amount: \$2,500,000.00
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 Planning and Development Department recommends substituting \$7,000,000 of SU funds with \$7,000,000 of JIA-CRA funds for the I-95/Airport Rd Interchange project. This project will be funded over two fiscal year - \$2,500,000 in FY17 and \$4,500,000 in FY18.

This funding swap will result in maximizing funding available between the FDOT and the City. If approved, the following projects will be fully funded in the FDOT's five year work program:

- JTB/San Pablo Interchange FY 2019/2020 (\$7,400,000)
- JTB/Gate Interchange FY 2017/2018 (\$6,000,000)
- I-95/Baymeadows Road Interchange FY 2020/2021 (\$1,500,000)
- I-295/Collins Interchange FY/2019/2020 (\$7,069,000)
- Jax National Cemetery Access Road (JNCAR) FY 2018/2019 (\$17,700,000)

If not approved, the following projects fall out of the work program:

- I-295/Collins Interchange FY/2019/2020 (\$7,069,000)
- Jax National Cemetery Access Road (JNCAR) FY 2018/2019 (\$17,700,000)
- JTB/Gate Interchange FY 2017/2018 (\$6,000,000) is delayed until 2019/2020

EXHIBIT 1

**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"/>	<p>Justification of Emergency: If yes, explanation must include detailed nature of emergency.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Fiscal Year Carryover?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Note: If yes, note must include explanation of all-year subfund carryover language.</p> <div style="border: 1px solid black; padding: 5px;"> <p>These funds will be collectively utilized in 16/17 and 17/18 to fund the described projects. FDOT requires the first commitment by February 2017 and the remaining total by October 1, 2017.</p> </div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.</p>
Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment &amp; 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?</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Attachment: If yes, attach appropriate RC/BT form(s).</p>
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>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.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

EXHIBIT 1



**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"/>

**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?

Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Attachment:** If yes, attach appropriate form(s).

**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

Division Chief: *[Signature]*  
(signature)

Date: 11/10/16

Prepared By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**ADMINISTRATIVE TRANSMITTAL**

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

Thru: N/A  
(Name, Job Title, Department)  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

From: Kirk Wendland, Executive Director, OED  
Initiating Department Representative (Name, Job Title, Department)  
Phone: 630-2455 E-mail: kwendland@coj.net

Primary Contact: Karen Nasrallah, Redevelopment Manager, OED  
(Name, Job Title, Department)  
Phone: 630-2272 E-mail: karenn@coj.net

CC: Allison Korman Shelton, Director of Intergovernmental Affairs, Office of the Mayor  
904-630-1825 E-mail: akshelton@coj.net

**COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL**

To: Peggy Sidman, Office of General Counsel, St. James Suite 480  
Phone: 904-630-4647 E-mail: psidman@coj.net

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

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

CC: Allison Korman Shelton, Director of Intergovernmental Affairs, Office of the Mayor  
904-630-1825 E-mail: akshelton@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**



OFFICE OF MAYOR LENNY CURRY  
OFFICE OF ECONOMIC DEVELOPMENT  
JACKSONVILLE, FL

**MEMORANDUM**

**TO:** Mr. Sam Mousa  
Chairman, Mayor's Budget Review Committee

**FROM:** Kirk Wendland *Kirk Wendland*  
Executive Director, OED

**SUBJECT:** MBRC Meeting Agenda

**DATE:** November 10, 2016

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Attached please find a Legislative Fact Sheet and Project Detail for the I-95/Airport Road project located in the JIA CRA boundary. We are requesting that this project be placed on the MBRC Meeting Agenda for authorization to submit to the JIA CRA Board for consideration and approval.

Please contact me at 630-2455 if you require any additional information. Thank you for your consideration.

**Attachments**

**cc:** Paul Crawford, Deputy Director, OED  
Karen Nasrallah, Redevelopment Manager, OED



**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
Office of the Director

November 8, 2016

**Memorandum**

To: Kirk Wendland

From: William B. Killingsworth

Subject: **I-95/Airport Rd Interchange**

**Recommendation:**

The Department is recommending substituting \$7,000,000 of FDOT funds with \$7,000,000 of JIA-CRA funds for the I-95/Airport Rd Interchange project.

**Why:**

This funding swap will result in maximizing funding available between the FDOT and the City.

**Positive Impacts:**

If approved, the following projects will be fully funded in the FDOT's five year work program:

- JTB/San Pablo Interchange FY 2019/2020 (\$7,400,000)
- JTB/Gate Interchange FY 2017/2018 (\$6,000,000)
- I-95/Baymeadows Road Interchange FY 2020/2021 (\$1,500,000)
- I-295/Collins Interchange FY/2019/2020 (\$7,069,000)
- Jax National Cemetery Access Road (JNCAR) FY 2018/2019 (\$17,700,000)

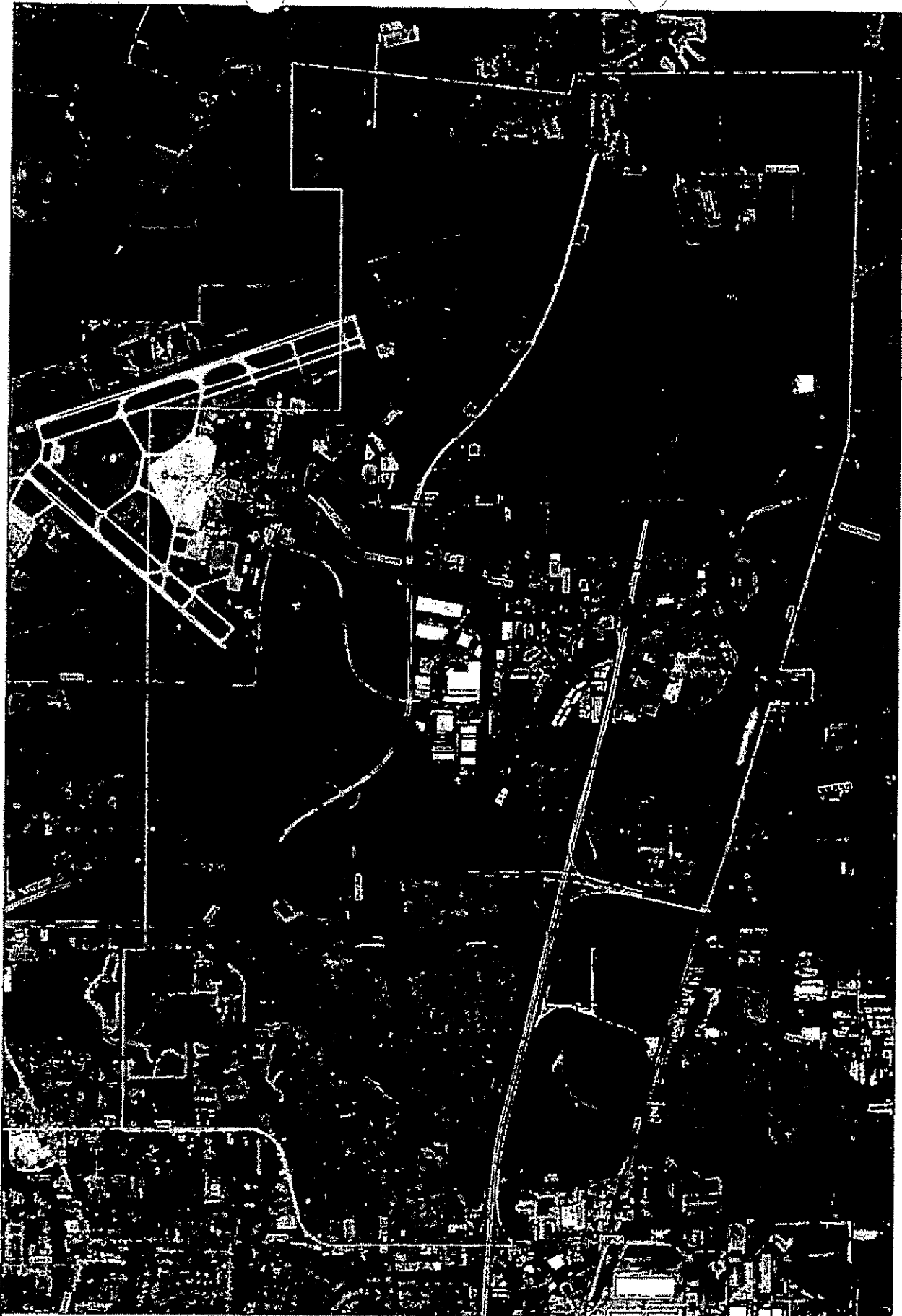
**Negative Impacts:**

If not approved, the following projects fall out of the work program:

- I-295/Collins Interchange FY/2019/2020 (\$7,069,000)
- Jax National Cemetery Access Road (JNCAR) FY 2018/2019 (\$17,700,000)
- JTB/Gate Interchange FY 2017/2018 (\$6,000,000) is delayed until 2019/2020

**Conclusion:**

Our participation on Airport Rd/I-95 results in an additional \$24,769,000 in projects over the FDOT five year work program.



**Exhibit 2**  
**JIA-CRA 2016-06**

OFFICE OF MAYOR LENNY CURRY  
OFFICE OF ECONOMIC DEVELOPMENT  
JACKSONVILLE, FL

MEMORANDUM

**TO:** JIA CRA Agency Board  
**FROM:** Kirk Wendland *Kirk Wendland*  
**SUBJECT:** I-95/Airport Road Interchange Project  
**DATE:** November 14, 2016

---

Please find the attached memorandum from Bill Killingsworth, Planning Department Director, regarding the I-95/Airport Road Interchange Project with attached illustration (Exhibit 1). We are working with the Planning Department to leverage city funding opportunities for the development of needed infrastructure.

We are requesting the utilization of JIA CRA funds for the construction of the I-95/Airport Road project, which is identified in the Redevelopment Plan and beneficial to the city. The required outlay is \$7 million. We recommend that the \$7 million be allocated between two budget years. The allocation would include \$2.5 million in the FY16/17 current year budget and \$4.5 in the FY 17/18 budget. The capacity exists within the JIA/CRA budget (Exhibit 2).

This project complies with the existing JIA Community Redevelopment Plan as follows:

- Increase Jacksonville's penetration of economic activity generated by the growth of the JIA area of Jacksonville by developing additional commercial, residential, transportation and open space uses in the redevelopment area;
- Provide the additional public services including roadways necessary to serve new development;
- Enhance the image of the JIA area, the Northside and the Jacksonville area in general through the redevelopment of the area.

Additionally, this project is expressly identified on pages 26-28 (Exhibit 3) of the plan as follows:

- "The Plan specifies alterations to the circulation system for the JIA area in Exhibit A-CRP-4, Proposed Circulation Plan. This proposal is designed to achieve four major changes in the area:

I-95/Airport Road Interchange Project  
November 10, 2016  
Page 2

- a) Improvements to dangerous intersections such as the one at Airport Road and I-95, and provision of alternative routes to lessen traffic congestion...

Specifically, the following street improvements are required to fully and adequately implement the Plan:

1. Airport Road, from the JIA property line to east of I-95...
8. Airport Road/Duval Road and I-95 Interchange Modifications"

We will be contacting you to arrange some time to discuss the proposed project.

cc: Council Auditor's Office  
Allison Korman Shelton, Office of the Mayor  
Susan Grandin, Office of General Counsel  
OED Staff



**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
Office of the Director

November 8, 2016

**Memorandum**

To: Kirk Wendland

From: William B. Killingsworth

Subject: **I-95/Airport Rd Interchange**

**Recommendation:**

The Department is recommending substituting \$7,000,000 of FDOT funds with \$7,000,000 of JIA-CRA funds for the I-95/Airport Rd Interchange project.

**Why:**

This funding swap will result in maximizing funding available between the FDOT and the City.

**Positive Impacts:**

If approved, the following projects will be fully funded in the FDOT's five year work program:

- JTB/San Pablo Interchange FY 2019/2020 (\$7,400,000)
- JTB/Gate Interchange FY 2017/2018 (\$6,000,000)
- I-95/Baymeadows Road Interchange FY 2020/2021 (\$1,500,000)
- I-295/Collins Interchange FY/2019/2020 (\$7,069,000)
- Jax National Cemetery Access Road (JNCAR) FY 2018/2019 (\$17,700,000 )

**Negative Impacts:**

If not approved, the following projects fall out of the work program:

- I-295/Collins Interchange FY/2019/2020 (\$7,069,000)
- Jax National Cemetery Access Road (JNCAR) FY 2018/2019 (\$17,700,000 )
- JTB/Gate Interchange FY 2017/2018 (\$6,000,000) is delayed until 2019/2020

**Conclusion:**

Our participation on Airport Rd/I-95 results in an additional \$24,769,000 in projects over the FDOT five year work program.



Exhibit 1

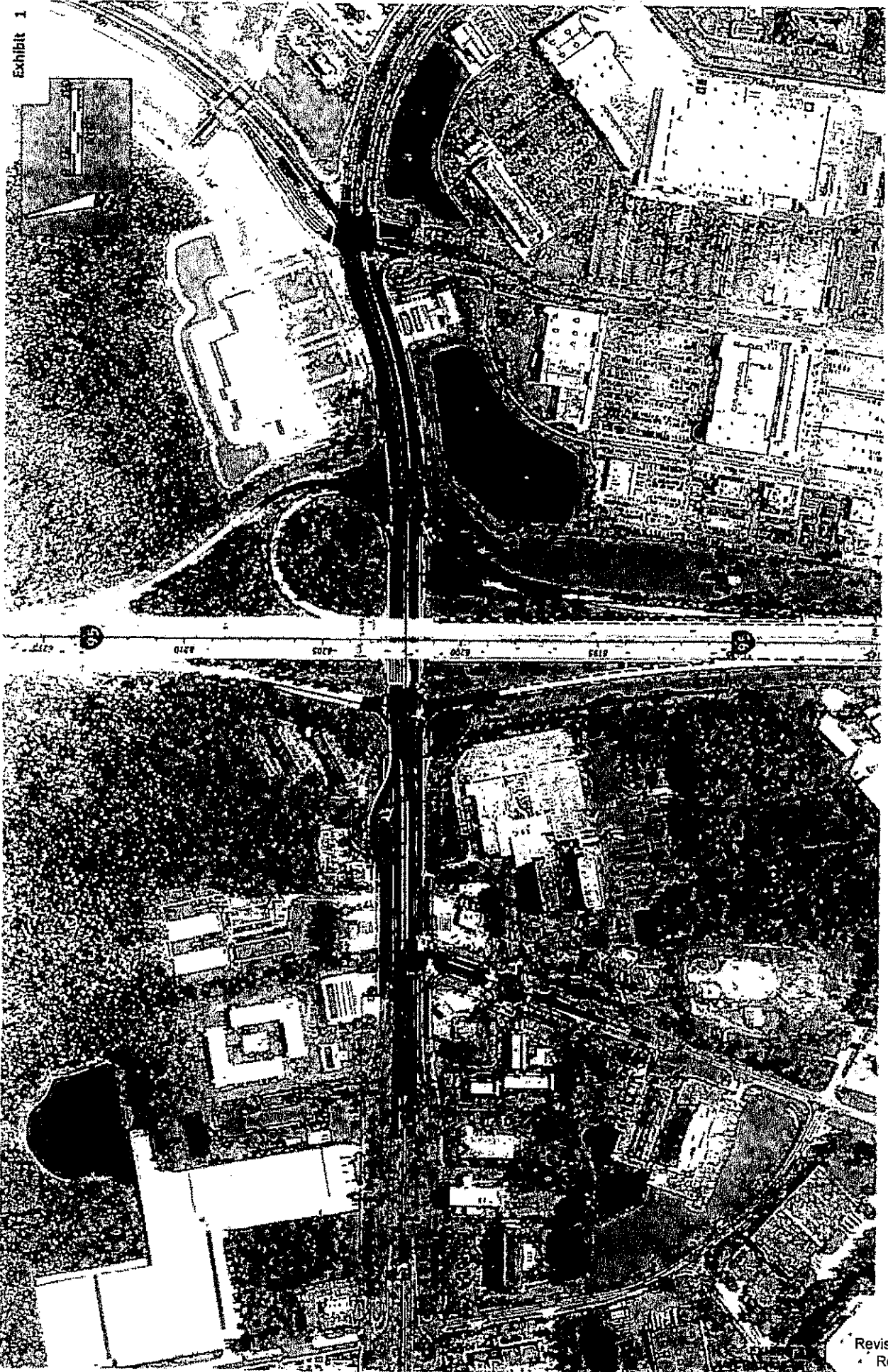


Exhibit 2

Office of Economic Development			
JIA CRA-Subfund 185			
	16/17 Budget	17/18 Forecast	
<b>REVENUE</b>			
Property Taxes	\$ 8,979,358	\$ 9,158,945	
NC - Transfers from Fund Balance	\$ 123,098	-	
<b>REVENUE TOTAL</b>	<b>\$ 9,102,456</b>	<b>\$ 9,158,945</b>	
<b>EXPENDITURE</b>			
Operating Expenses	\$ 107,442	\$ 107,442	
Professional Services	\$ 100,000	\$ -	
Amazon REV	\$ -	\$ -	
Amazon QTI	\$ -	\$ -	
Ecolab REV	\$ 43,000	\$ 43,000	
Mercedes Benz QTI	\$ -	\$ 14,400	
RAMCO REV	\$ 658,000	\$ 678,000	
Safariland 1	\$ -	\$ 3,500	
Safariland 2	\$ -	\$ 6,500	
RAMCO debt, Interest	\$ 476,805	\$ 478,000	
RAMCO debt, Principal	\$ -	\$ -	
North Access Road Project	\$ 3,200,000	\$ -	
I-95/Airport Road Interchange	\$ 2,500,000	\$ 4,500,000	
TBD Infrastructure	\$ -	\$ -	
<b>EXPENDITURE TOTAL</b>	<b>\$ 7,085,247</b>	<b>\$ 5,830,942</b>	
<b>REVENUE LESS EXPENDITURES</b>	<b>\$ 2,017,209</b>	<b>\$ 3,328,003</b>	

November 2016

category include required landscaping, tree planting, and storm water retention.

Light industrial and business park uses will be preferred where site access to roads classified as collectors/arterial or higher is required and non-emergency access to light industrial sites from local streets will be prohibited. In some cases, light industrial uses will be permitted in mixed use planned unit developments (PUDs).

Detailed land uses and design guidelines for development in JIA Area should be incorporated into the general development agreements for parcels in the Redevelopment Area. The Agency will have the responsibility for working with the developer and his designers to ensure a high standard of use relationships, design and construction consistent with the objectives of the Plan, and for making recommendations to the appropriate Jacksonville agency.

General Development Requirements will be provided in the Action Area Plans (individual projects) to enforce appropriate standards for off-street loading, signage, and off-street parking.

Development within the Community Redevelopment Plan will follow all requirements of concurrency as interpreted by the City of Jacksonville Concurrency Management Program. Fully implemented, this program will monitor and fulfill the requirements of rule 9J-5 and will ensure appropriate levels of service for each of the required elements.

All Action Area Plans (Initial Action Plans) or other plans developed in the future would be viewed as modifications of the Airport Area Community Redevelopment Plan. These modifications will follow the same path of review as other amendments to the Airport Area Community Redevelopment Plan, and will have full review by the Planning Department for each amendment and accompanying 2010 Comprehensive Plan revisions.

#### 4. Proposed Circulation

The Plan specifies alterations to the circulation system for the JIA area as shown in Exhibit A-CRP-4, Proposed Circulation Plan. This proposal is designed to achieve four major changes in the area:

- a. Improvements to dangerous intersections such as the one at Airport Road and I-95, and provision of alternative routes to lessen traffic congestion; and
- b. Accommodation of future growth and increased trip generation related to that growth; and

- c. Improvements to local circulation system by vacating and/or improving various streets within the area; and
- d. Emphasis of major thoroughfares and their intersections to improve vehicular movement within the area.

In accordance with Chapter 163.362(9), approximate projected costs for these improvements, including potential funding sources, are given in Appendix B. Specifically, the following street improvements are required to fully and adequately implement the Plan:

**1. Airport Road, from JIA property line to east of I-95**

This project will determine the social, cultural, economic, environmental and transportation impacts of the modifications to Airport Road. In addition, preliminary geometrics and traffic flow concents for the service roads will be developed for the corridor and interchange with I-95. This information will be presented in an Engineering Report and an Environmental Assessment Report. Total projected cost: \$600,000.

**2. Duval Road Relocated, from I-95 to Alta Dr.**

This project will determine the social, cultural, economic, environmental and transportation impacts of the relocation and extension of Duval Road. The impacts of this extension/relocation will be documented in an Engineering Report and an Environmental Impact Statement. Total projected cost: \$700,000.

**3. I-295 and Duval Road Interchange Justification Report**

This report will document the need for and preliminary geometrics of the proposed interchange at I-295 and Duval Road. The report will be the vehicle for approval of the interchange by the Florida Department of Transportation and Federal Highway Administration. Total project cost: \$20,000.

**4. I-295 and Duval Road Interchange**

This project will include the design and construction of access ramps at the existing grade separation. Project Number 3 must be approved by the Federal Highway Administration prior to construction of these ramps. Total projected cost: \$3,160,000.

**5. Duval Road Relocated, from I-95 to US-17 (Main St.)**

This project will include the design and construction of a four lane divided facility between I-95 and Main Street. The alignment and geometrics for this improvement will be

determined as part of Project Number 2. Project Number 2 must be approved by the Florida Department of Transportation and/or Federal Highway Administration if State and/or Federal funding will be used for this project. Total projected cost: \$4,344,000.

**6. Duval Road, from south of I-295 to JIA property line**

This project will involve the widening of existing two-lane roadway to a four-lane divided facility. Included as part of this project is the re-alignment of the intersection of Duval Road with Pecan Park Road. Total projected cost: \$1,259,000.

**7. Airport Road, at International Parkway**

This project will include design and construction of an interchange on Airport Road and International Parkway. The geometric configuration of the interchange will be developed as a part of Project Number 1, the Airport Road PD&E study. The construction of this interchange will require that the Airport Road service roads be one way. Total projected cost: \$9,700,000.

**8. Airport Road/Duval Road and I-95 Interchange Modifications**

This project will include the preparation of construction plans and the construction of the interim improvements determined as a part of Project Number 1. It is believed that these improvements will include the construction of a loop ramp in the north west quadrant to provide for the westbound to southbound movement of traffic. Total Project cost: \$12,139,000.

**9. International Parkway from JIA N. property line to Airport Rd.**

This project will include the construction of a six lane divided facility from the JIA property line to Airport Road. Total project cost: \$5,833,000.

**10. Main Street - New Berlin Road to N. of Duval Road Relocated**

This project will include the design and construction of an additional two lanes on this section of Main Street. This project will extend the existing four lane divided section from just north of I-295 to north of relocated Duval Road. Total project cost: \$1,803,000.

**11. Airport Road From Yankee and Dixie Clippers east to JIA Property Line.**

This project includes the extension of the existing service roads to the west to tie them into the revised circulation roads (Yankee Clipper and Dixie Clipper). The construction of

**RESOLUTION JIA/CRA-2016-06**

**A RESOLUTION OF THE JACKSONVILLE INTERNATIONAL AIRPORT COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING: (1) \$7,000,000 FOR THE I-95/AIRPORT ROAD INTERCHANGE PROJECT; AND; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board finds that the I-95/Airport Road Interchange project is in compliance with, and furthers the purposes and objectives of, the JIA CRA Community Redevelopment Plan, as amended, in Section A (Purpose of the Plan), as follows:

1. Paragraph 3 - Community Redevelopment Plan Objectives
  - (g) Increase Jacksonvilles's penetration of the economic activity generated by the growth of the JIA area by developing additional commercial, residential, transportation and open spaces uses in the redevelopment area; and,
  - (l) Provide the additional public services including roadways necessary to serve new development;
2. Paragraph 4 - Conformance to Community Objectives, through the Comprehensive Plan:
  - Traffic Circulation Element Goals 1 through 5;
  - Mass Transit Element Goals 1 through 5;

WHEREAS, the Board finds that the I-95/Airport Road Interchange project is in compliance the JIA CRA Community Redevelopment Plan, as amended, in Section C (Plan Proposals), as follows:

1. Paragraph 4 - Proposed Circulation
  - (a) Improvements to dangerous intersection such as the one at Airport Road and I-95;
  - Specific street improvements are required to fully and adequately implement the Plan:
    - i. Airport Road from JIA property line to East I-95; and,
    - ii. Airport Road/Duval Road and I-95 Interchange Modifications;

WHEREAS, the the Jacksonville International Airport Community Redevelopment Agency ("JIA CRA") is authorized pursuant to Chapter 500, *Ordinance Code*, and Chapter 163, Part 3, Florida Statutes, to utilize the Jacksonville International Airport Community Redevelopment Area Trust Fund for projects in conformance with the Redevelopment Plan, now therefore

**BE IT RESOLVED**, by the Jacksonville International Airport Community Redevelopment Agency:

**Section 1.** The JIA CRA Board finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

**Section 2.** The JIA CRA Board authorizes disbursements of the funds pursuant to the Budget Transfer form as attached as **Revised Exhibit 1**, to be entered into between the City and the Company.

**Section 3.** This Resolution JIA/CRA-2016-06 shall become effective upon execution by the Chair.

WITNESS:

**JACKSONVILLE INTERNATIONAL  
AIRPORT COMMUNITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lori N. Boyer, Chairman

\_\_\_\_\_  
Print

Date signed: \_\_\_\_\_

VOTE: In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

FORM APPROVAL:

\_\_\_\_\_  
Office of General Counsel