

**CITY OF JACKSONVILLE  
STANDARD FORM MOBILITY  
FEE CONTRACT**

**(For Administrative Approval)**

§ 163.3180, *Florida Statutes*; and  
Section 655, Part 5, *Ordinance Code*

**THIS MOBILITY FEE CONTRACT** is filed with the City of Jacksonville and is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [date shall be entered by the City upon execution by the Director], between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida in Duval County (**CITY**) and \_\_\_\_\_ (**DEVELOPER**) herein collectively referred to as “the Parties.”

**BACKGROUND FACTS and EXHIBITS**

- A.** DEVELOPER has proposed to commence a development as more specifically described herein and located on real property described in **Exhibit “A,” attached hereto** (the “Property”). **Exhibit “A”** shall include both the written legal description of the Property and a Boundary Sketch.
- B.** The Proposed Development, including the Institute of Transportation Engineers (“ITE”) Land Use Codes or specialized trip generation study pursuant to Sec. 655.503, *Ordinance Code*, and corresponding square footage or other appropriate unit of measurement, is attached hereto as **Exhibit “B,”** (“Proposed Development”).
- C.** The Mobility Fee Worksheets used by the Department in the formulation of the calculation of the Mobility Fee, including adjustments for URBEMIS and existing use trips reduction, if any, is attached hereto as **Exhibit “C.”**
- D.** For a multi-year contract, Inflation Factors will be utilized as follows: (1) For the first year after the Effective Date of this Contract, there is no Inflation Factor. (2) For the second year after the Effective Date of this Contract, the Inflation Factor shall be the lesser of either the FDOT Inflation Factor, attached hereto as **Exhibit “D,”** or the Mobility Fee Certificate application fee. (3) For the years thereafter until the Term expires, the FDOT Inflation Factors attached as **Exhibit “D”** shall be utilized.
- E.** The names and addresses of all the legal and equitable owner(s), as well as the DEVELOPER, are attached hereto as **Exhibit “E.”**
- F.** A sample Memorandum of Agreement that will be recorded by the Department is attached hereto as **Exhibit “F.”**

**NOW THEREFORE**, based upon the foregoing recitals and in consideration of the commitments herein and the performance thereof, the CITY and DEVELOPER agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The foregoing recitals are true and correct and, by reference, are incorporated into this contract. The applicable Exhibits of this contract, as listed above, are attached hereto, and incorporated herein by reference.
2. **PURPOSE.** The CITY and DEVELOPER desire to enter into this

[Contract name: \_\_\_\_\_ Date: \_\_\_\_\_].

Agreement in order to:

[ ] identify the Mobility Fee to be collected throughout the term of the Agreement;

[ ] memorialize the trip reduction associated with the demolition of a structure on the Property;

[ ] memorialize the credit awarded pursuant to Sec. 655.511, *Ordinance Code*.

3. **DEFINITIONS.** The terms used in this contract which are defined in Chapter 655, *Ordinance Code*, shall have the same meaning as provided therein. The terms used in this contract which are not defined in Chapter 655, *Ordinance Code*, are defined as follows:

(a) *Boundary Sketch* means a graphic depiction of real property, including directional and distance calls, according to the written legal description of the property. The sketch should show the context of the property such as abutting rights-of-way, waterways, and other prominent features so that the reader can easily determine where the property is located. If other parcels are shown, a heavier line weight shall be used to indicate the subject property boundary.

4. **TERM.** The term of this contract is (\_\_\_\_\_) year or years from its Effective Date and shall expire on \_\_\_\_\_.

5. **CONSISTENCY WITH COMPREHENSIVE PLAN AND ZONING DISTRICT.**

(a) The Future Land Use Map designation of the Property is \_\_\_\_\_.

(b) The Zoning District of the Property is \_\_\_\_\_. The Proposed Development is consistent with the foregoing. If the zoning district is a Planned Unit Development (“PUD”), include the ordinance number of the PUD.

6. **MEMORANDUM OF AGREEMENT.** Filed in substantially the same form as Exhibit “F,” attached hereto. The Memorandum shall be self terminating. The Department shall record a copy in the public records. A recorded copy shall be transmitted to the DEVELOPER within thirty (30) days after recording.

7. **EFFECTIVE DATE.** This contract shall become effective only upon execution by the Director. DEVELOPER acknowledges that the filing of this contract with the Department does not in any way guarantee approval by the CITY.

8. **AMENDMENT.** This contract may only be amended by a subsequent written contract entered into and executed by the Parties and approved by the CITY in accordance with the requirements of Chapter 655, Ordinance Code.

9. **NOTICES.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this contract may be served by registered or certified mail as follows:

CITY: Director of Planning and Development Department  
Ed Ball Building, 3<sup>rd</sup> floor  
214 North Hogan Street  
Jacksonville, Florida 32202

Concurrency and Mobility Management System Office

[Contract name: \_\_\_\_\_ Date: \_\_\_\_\_].

Ed Ball Building, 2<sup>nd</sup> Floor  
214 North Hogan Street  
Jacksonville, Florida 32202

Office of General Counsel  
c/o Land Use Division  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

**DEVELOPER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 10. **SUCCESSORS AND ASSIGNS.** This contract shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.
- 11. **VENUE.** This contract will be governed by and construed in accordance with the laws of the State of Florida. The venue for any lawsuit arising from this contract shall be in Duval County, Florida.
- 12. **SEVERABILITY.** If any part of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract shall continue to be enforceable.
- 13. **COUNTERPARTS AND SIGNATURE PAGES.** This contract may be executed in two (2) or more counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed on separate pages, and when attached to this Agreement shall constitute one complete document.

[Contract name: \_\_\_\_\_ Date: \_\_\_\_\_].

**IN WITNESS WHEREOF**, the parties have executed this contract as of the dates written below their respective names.

**CITY OF JACKSONVILLE:**

**BY:** \_\_\_\_\_

**WILLIAM B. KILLINGSWORTH, DIRECTOR,  
PLANNING AND DEVELOPMENT  
DEPARTMENT**

**DATE:** \_\_\_\_\_

**FORM APPROVED:**

\_\_\_\_\_

**DEVELOPER:**

**COMPANY  
NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PRINT:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

[Contract name: \_\_\_\_\_ Date: \_\_\_\_\_].