

1 Co-Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2021-223**

5 AN ORDINANCE AMENDING CHAPTER 799 (LOCAL OPTION
6 GAS TAX), *ORDINANCE CODE*, TO: (1) EXTEND THE
7 SIX-CENT LOCAL OPTION GAS TAX FOR A 10 YEAR
8 PERIOD BEGINNING SEPTEMBER 1, 2036, AND
9 CONTINUING THROUGH AUGUST 31, 2046; (2) PROVIDE
10 FOR THE LEVY OF A FIVE-CENT LOCAL OPTION GAS TAX
11 ("5-CENT LOCAL OPTION GAS TAX") IN DUVAL COUNTY
12 FOR A PERIOD OF THIRTY (30) YEARS COMMENCING
13 JANUARY 1, 2022; AND (3) PROVIDE FOR THE LEVY OF
14 A ONE-CENT LOCAL OPTION GAS TAX ("9TH-CENT LOCAL
15 OPTION GAS TAX") IN DUVAL COUNTY FOR A PERIOD OF
16 THIRTY (30) YEARS, COMMENCING JANUARY 1, 2022;
17 AMENDING SECTION 761.107 (COMMITTEES), CHAPTER
18 761 (THE BETTER JACKSONVILLE PLAN), *ORDINANCE*
19 *CODE*, TO PROVIDE FOR THE BETTER JACKSONVILLE
20 PLAN FINANCIAL ADMINISTRATION COMMITTEE AND
21 PROJECT ADMINISTRATION COMMITTEE TO PROVIDE
22 REPORTING OF REVENUES AND EXPENDITURES REGARDING
23 THE LOCAL OPTION GAS TAXES TO COUNCIL ON AN
24 ANNUAL BASIS, AND EXPANDING THE MEMBERSHIP OF
25 EACH COMMITTEE; APPROVING AND AUTHORIZING THE
26 MAYOR, OR HIS DESIGNEE, AND THE CORPORATION
27 SECRETARY TO EXECUTE: (1) AN INTERLOCAL
28 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND
29 THE JACKSONVILLE TRANSPORTATION AUTHORITY FOR
30 ALLOCATION OF THE ADDITIONAL TEN YEARS OF THE
31 SIX-CENT LOCAL OPTION GAS TAX, THE 5-CENT LOCAL

1 OPTION GAS TAX AND THE 9TH-CENT LOCAL OPTION GAS
2 TAX (COLLECTIVELY, THE "LOCAL OPTION GAS
3 TAXES"); AND (2) AN AMENDED AND RESTATED
4 INTERLOCAL AGREEMENT AMONG THE CITY, THE CITY OF
5 ATLANTIC BEACH, THE CITY OF JACKSONVILLE BEACH,
6 THE CITY OF NEPTUNE BEACH AND THE TOWN OF BALDWIN
7 TO PROVIDE FOR THE DISTRIBUTION FORMULA FOR
8 DIVIDING THE PROCEEDS OF THE PROPOSED LOCAL
9 OPTION GAS TAXES; APPROVAL OF ORDINANCE;
10 PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT
11 OF STATE; PROVIDING AN EFFECTIVE DATE.
12

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

14 **Section 1. Amending Chapter 799 (Local Option Gas Tax),**
15 **Ordinance Code.** Chapter 799 (Local Option Gas Tax), *Ordinance Code*,
16 is hereby amended to read as follows:

17 **CHAPTER 799. Local Option Gas Taxes.**

18 **Part 1 - Six-Cent Local Option Gas Tax**

19 **Sec. 799.101. Tax imposed; limitation.**

20 There is hereby imposed a tax, hereinafter known as the six-
21 cent local option gas tax, in the amount of six cents upon every
22 gallon of motor fuel and special fuel sold in the General Services
23 District and taxed under the provisions of F.S. Ch. 206. This tax
24 shall be effective on September 1, 2016 and shall continue through
25 August 31, ~~2036~~ 2046.

26 * * *

27 **Sec. 799.106. Distribution of tax proceeds.**

28 The proceeds of the local option gas tax shall be distributed
29 among the City and Urban Services Districts Two, Three, Four and
30 Five, to the extent that they are each eligible to receive a
31 distribution, based upon the percentage amount calculated by

1 dividing the latest annual population total for each such
2 governmental unit, as calculated and certified annually by the State
3 Department of Administration, by the latest annual population total
4 of Duval County as likewise calculated and certified. This percentage
5 amount shall be revised annually during the term of the tax as the
6 population figures calculated and certified by the Department of
7 Administration are revised. The Council Auditor shall provide the
8 State Department of Revenue with the distribution proportions prior
9 to August 15 of each year the tax is in effect; if a dispute shall
10 arise with respect to the determination of distribution proportions
11 as provided in F.S. § 336.025(5)(b), the tax proceeds shall be paid
12 into the Local Option Gas Tax Trust Fund without distribution and
13 held in escrow until the dispute is resolved. The City's share of
14 proceeds from the six-cent local option gas tax shall be distributed
15 between the City of Jacksonville and the JTA pursuant to the
16 Interlocal Agreement between the City and JTA authorized by Ordinance
17 2021- -E. In the event the local municipalities do not enter into
18 an Amended and Restated Interlocal Agreement authorized by Ordinance
19 2021- -E, the proceeds of the six-cent local option gas tax, as to
20 the August 31, 2036 through August 31, 2046 time frame shall be
21 disbursed based on the transportation expenditures of each eligible
22 local municipality for the immediately preceding 5 fiscal years, as
23 a proportion of the total of such expenditures for the county and all
24 municipalities within the county, consistent with Chapter 336.025,
25 Florida Statutes.

26 * * *

27 **Part 2. - Five-Cent Local Option Gas Tax.**

28 **Sec. 799.201. - Tax imposed; limitation.**

29 There is hereby imposed a tax, hereinafter known as the five-
30 cent local option gas tax, in the amount of five cents upon every
31 gallon of motor fuel sold (exclusive of diesel fuel) in the General

1 Services District and taxed under the provisions of F.S. Ch. 206.
2 This tax shall be effective on January 1, 2022 and shall continue
3 through December 31, 2052.

4 **Sec. 799.202. - Manner of collection.**

5 The five-cent local option gas tax shall be collected by the
6 State Department of Revenue in the same manner as other gas taxes are
7 collected pursuant to F.S. Ch. 206 and, when received by the City,
8 shall be credited to the Local Option Gas Tax Trust Fund created by
9 Section 111.515, Ordinance Code.

10 **Sec. 799.203. - Purpose of tax.**

11 The five-cent local option gas tax shall be utilized only for
12 transportation expenditures, as that term is set forth in F.S. §
13 336.025(1)(b)(3), as defined in F.S. § 336.025(7) and as appropriated
14 from time to time by the Council.

15 **Sec. 799.204. - Legislative authority.**

16 This Chapter is enacted pursuant to the authority contained in
17 F.S. § 336.025.

18 **Sec. 799.205. - Territorial application.**

19 This Chapter shall apply throughout the General Services
20 District. The City is exercising its powers as a County in the
21 enactment of this Chapter and the imposition of the five-cent local
22 option gas tax, pursuant to the authority contained in Section 3.01
23 of the Charter.

24 **Sec. 799.206. - Distribution of tax proceeds.**

25 The proceeds of the five-cent local option gas tax shall be
26 distributed among the City and Urban Services Districts Two, Three,
27 Four and Five, to the extent that they are each eligible to receive
28 a distribution, based upon the percentage amount calculated by
29 dividing the latest annual population total for each such governmental
30 unit, as calculated and certified annually by the State Department
31 of Administration, by the latest annual population total of Duval

1 County as likewise calculated and certified. This percentage amount
2 shall be revised annually during the term of the tax as the population
3 figures calculated and certified by the Department of Administration
4 are revised. The Council Auditor shall provide the State Department
5 of Revenue with the distribution proportions prior to August 15 of
6 each year the tax is in effect; if a dispute shall arise with respect
7 to the determination of distribution proportions as provided in F.S.
8 § 336.025(5)(b), the tax proceeds shall be paid into the Local Option
9 Gas Tax Trust Fund without distribution and held in escrow until the
10 dispute is resolved. In the event the local municipalities do not
11 enter into an Amended and Restated Interlocal Agreement as authorized
12 by Ordinance 2021- -E, the proceeds of the five-cent local option
13 gas tax shall be disbursed based on the transportation expenditures
14 of each eligible local municipality for the immediately preceding 5
15 fiscal years, as a proportion of the total of such expenditures for
16 the county and all municipalities within the county, consistent with
17 Chapter 336.025, Florida Statutes. The City's share of proceeds from
18 the five-cent local option gas tax shall be distributed between the
19 City and the JTA pursuant to the Interlocal Agreement between the
20 City and JTA authorized by Ordinance 2021- -E.

21 **Sec. 799.207. - Use of City's share of five-cent local option**
22 **gas tax.**

23 Proceeds from the five-cent local option gas tax shall be used
24 by the City, eligible municipalities within Duval County and JTA only
25 for transportation expenses as authorized and defined in Section
26 336.025(7), Florida Statutes.

27 **Part 3. - 9th-Cent Local Option Gas Tax.**

28 **Sec. 799.301. - Tax imposed; limitation.**

29 There is hereby imposed a tax, hereinafter known as the 9th-cent
30 local option gas tax, in the amount of one cent upon every gallon of
31 motor fuel sold in the General Services District and taxed under the

1 provisions of F.S. Ch. 206. This tax shall be effective on January
2 1, 2022 and shall continue through December 31, 2052.

3 **Sec. 799.302. - Manner of collection.**

4 The 9th-cent local option gas tax shall be collected by the State
5 Department of Revenue in the same manner as other gas taxes are
6 collected pursuant to F.S. Ch. 206 and, when received by the City,
7 shall be credited to the Local Option Gas Tax Trust Fund created by
8 Section 111.515, Ordinance Code.

9 **Sec. 799.303. - Purpose of tax.**

10 The 9th-cent local option gas tax shall be utilized only for
11 transportation expenditures, as that term is defined in F.S. §
12 336.025(7) as appropriated from time to time by the Council.

13 **Sec. 799.304. - Legislative authority.**

14 This Chapter is enacted pursuant to the authority contained in
15 F.S. Ch. §§ 206.41, 206.87 and 336.021.

16 **Sec. 799.305. - Territorial application.**

17 This Chapter shall apply throughout the General Services
18 District. The City is exercising its powers as a County in the
19 enactment of this Chapter and the imposition of the 9th-cent local
20 option gas tax, pursuant to the authority contained in Section 3.01
21 of the Charter.

22 **Sec. 799.306. - Distribution of tax proceeds.**

23 The proceeds of the 9th-cent local option gas tax shall be
24 distributed between the City and JTA on a 50/50 basis, pursuant to
25 the Interlocal Agreement between the City and JTA as authorized by
26 Ordinance 2021- -E.

27 **Sec. 799.307. - Use of 9th-cent gas tax.**

28 Proceeds from the 9th Cent Gas Tax shall be used by the County
29 and JTA only for transportation expenses as defined in Section
30 336.025, Florida Statutes.

31 **Section 2. Amending Section 761.107 (Committees), Chapter**

1 761 (The Better Jacksonville Plan), Ordinance Code. Section 761.107
2 (Committees), Chapter 761 (The Better Jacksonville Plan), Ordinance
3 Code, is hereby amended to read as follows:

4 CHAPTER 761. THE BETTER JACKSONVILLE PLAN.

5 * * *

6 Sec. 761.107. Committees.

7 (a) The FAC shall consist of the Managing Director of JEA, the
8 Chief Administrative Officer of the City, or their respective
9 designees, and a citizen within the financial business community of
10 the City ~~who shall not be associated with any of the financial~~
11 ~~components of The Better Jacksonville Plan, including auditing or~~
12 ~~bonding~~; in the alternative, a citizen who has had involvement in
13 municipal, County or other governmental financing. In addition,
14 five private citizens who are residents of the City ~~who are not~~
15 ~~affiliated with or employed by any business or occupation that would~~
16 ~~be involved in the implementation of The Better Jacksonville Plan~~
17 ~~Projects~~ shall serve as members. Such involvement includes financing,
18 planning, real estate, design, construction or other similar
19 businesses or occupations. Two of said citizen members of the FAC
20 shall be appointed by the Mayor (one of whom shall be the citizen
21 within the financial business community of the City) and confirmed
22 by Council, two shall be appointed by Council, and two shall be
23 recommended by JTA to be confirmed by Council, in each case, for a
24 five-year term~~All of said citizen members of the FAC shall be~~
25 ~~appointed by the Mayor, and confirmed by the Council, for a five-year~~
26 ~~term~~ with the possibility of serving one additional five-year term
27 in the discretion of the Mayor and confirmation by the Council;
28 provided however, the citizen members shall serve no more than two
29 full terms. The Council Auditor, or designee, shall be a nonvoting
30 member. The FAC shall meet at the call of the Chair or any member,
31 but no less than quarterly. The Chair shall rotate on an annual basis,

1 commencing with the City's Chief Administrative Officer. The Council
2 Auditor, or designee, and the citizen members shall not be eligible
3 to serve as Chair. The FAC shall determine and assess the general
4 conditions of the market for municipal bonds and notes (including
5 opportunities for the efficient use of bond anticipation notes, other
6 bridge financing and refunding bonds), and other appropriate
7 financial markets, including advice regarding advantageous maturities
8 and maturity structures, sinking fund and defeasance provisions,
9 interest rate provisions, redemption provisions, credit enhancement
10 opportunities, interest rate hedging opportunities, method of sale,
11 investment opportunity and similar matters. The FAC shall take into
12 account the effect of the terms of each series to be issued on all
13 of The Better Jacksonville Plan Projects in order that The Better
14 Jacksonville Plan, as an entirety, may be efficiently financed. The
15 foregoing sentence shall apply equally to any series of refunding
16 bonds issued to refund any bonds, which refunding bonds may only be
17 issued with the unanimous consent of FAC or the Mayor, as provided
18 as follows: It is intended that the issuance of bonds be provided in
19 a manner necessary to provide funds for The Better Jacksonville Plan
20 Projects on a timely basis when such projects are ready to be
21 commenced. The FAC shall meet as determined by the Chair or at the
22 request of an individual member for the purpose of coordinating the
23 respective needs of the City for the issuance of bonds with the intent
24 that each series of bonds be sized and structured in the most
25 efficient manner possible. The timing and amount of each series of
26 bonds shall be as executed by the City to timely construct The Better
27 Jacksonville Plan Projects. Upon dissent of any voting member of the
28 FAC, as to matters involving the issuance of bonds, the final
29 determination, on such issuance, will be made by the Mayor after
30 review of supportive documentation given to the Mayor and any
31 dissenting FAC member.

1 (b) The PAC shall consist of the Executive Director of the
2 Jacksonville Transportation Authority, the City's Director of Public
3 Works and the Managing Director of JEA or their respective designees.
4 In addition, six~~two~~ private citizens who are residents of the City
5 ~~and who are not affiliated with or employed by any business or~~
6 ~~occupation that would be involved in the implementation of The Better~~
7 ~~Jacksonville Plan Projects~~ shall serve as members. Such involvement
8 includes financing, planning, real estate, design, construction or
9 other similar businesses or occupations. Two of said citizen members
10 of the PAC shall be appointed by the Mayor and confirmed by Council,
11 two shall be appointed by Council, and two shall be recommended by
12 JTA to be confirmed by Council, in each case, for a five-year term
13 ~~The citizen members of the PAC shall be appointed by the Mayor, and~~
14 ~~confirmed by the Council, for a five-year term~~ with the possibility
15 of serving one additional five-year term in the discretion of the
16 Mayor and confirmation by the Council; provided however, the citizen
17 members shall serve no more than two full terms. The general
18 engineering consultant of Jacksonville Transportation Authority and
19 Public Works Department's general engineering consultant, or their
20 respective designees, shall be nonvoting members. The PAC shall meet
21 at the call of the Chair or any member, but no less than quarterly.
22 The Chair shall rotate on an annual basis among committee members
23 commencing with the Executive Director of the Jacksonville
24 Transportation Authority. The nonvoting member(s) and the citizen
25 members shall not be eligible to serve as Chair. The City shall be
26 primarily responsible for the construction of The Better Jacksonville
27 Plan Projects which are referenced to the City. The PAC shall study
28 The Better Jacksonville Plan Projects with the goal of advising how
29 to construct and complete such projects in the most efficient manner
30 possible and to oversee execution of work of all such projects as
31 each such project is ready to be designed, right-of-way acquired,

1 permitted and constructed.

2 (c) The FAC and the PAC shall prepare and present to the City
3 Council, the Mayor and the Jacksonville Transportation Authority
4 Board as necessary a report on the implementation, progress, status
5 and completion of all The Better Jacksonville Plan Projects, including
6 a summary of the financing undertaken, funds expended and planning,
7 design, right-of-way acquisition and construction as of the reporting
8 date. In addition, said committees shall report on the degree of
9 cooperation of the parties hereto, and on areas of concern for the
10 timely and proper completion of The Better Jacksonville Plan Projects.
11 Such reports shall be given on an annual basis, within 90 days after
12 the end of each fiscal year occurring after the effective date of The
13 Better Jacksonville $\frac{1}{2}$ Cent Sales Surtax. The FAC and PAC shall also
14 prepare and present to the City Council and the Mayor a report, on
15 an annual basis no later than April 1 of each year, that such taxes
16 are in effect, regarding the revenues received, implementation,
17 progress, status and completion of the projects related to the use
18 of the local option gas taxes set forth in Chapter 799, Ordinance
19 Code.

20 **Section 3. Manner of Collection.** The Local Option Gas
21 Taxes enacted hereby shall be collected by the State of Florida
22 Department of Revenue in the same manner as other gas taxes are
23 collected pursuant to Chapter 206, Florida Statutes and, when received
24 by the City, shall be credited to the Local Option Gas Tax Trust Fund
25 created by Section 111.515, *Ordinance Code*.

26 **Section 4. Use of Revenues.** The 5-cent local option gas
27 tax and the 9th-cent local option gas tax proceeds shall be utilized
28 only for transportation expenditures, as that term is defined in
29 Section 336.025(7), as appropriated from time to time by Council.
30 Pursuant to Section 336.025, Florida Statutes, and any other
31 applicable law, proceeds of the six-cent local option gas tax and any

1 interest accrued thereto shall be expended by the County, the local
2 municipalities and JTA for transportation expenditures needed to meet
3 the requirements of the capital improvements element of an adopted
4 comprehensive plan or for expenditures needed to meet immediate local
5 transportation problems and for other transportation-related
6 expenditures that are critical for building comprehensive roadway
7 networks. Further, expenditures for the construction of new roads,
8 the reconstruction or resurfacing of existing paved roads, or the
9 paving of existing graded roads shall be deemed to increase capacity
10 and such projects shall be included in the capital improvements
11 element of an adopted comprehensive plan. A sample of eligible
12 transportation projects is attached hereto as **Exhibit 1**.

13 **Section 5. Approval and Authorization for Interlocal**
14 **Agreement with Jacksonville Transportation Authority.** There is
15 approved, and the Mayor, or his designee, and Corporation Secretary
16 are hereby authorized to execute and deliver, for and on behalf of
17 the City, the Interlocal Agreement between the City of Jacksonville
18 and the Jacksonville Transportation Authority substantially in the
19 form placed **On File** with the Legislative Services Division, governing
20 the distribution of the five-cent local option gas tax, the 9th-cent
21 local option gas tax, and the final 10 years (from August 31, 2036
22 through August 31, 2046) of the six-cent local option gas tax.

23 **Section 6. Approval and Authorization for Interlocal**
24 **Agreement with the City of Jacksonville Beach, the City of Atlantic**
25 **Beach, the City of Neptune Beach, and the Town of Baldwin for the**
26 **distribution formula for dividing the proceeds of the proposed local**
27 **option gas taxes.** There is hereby approved, and the Mayor, or his
28 designee, and Corporation Secretary are hereby authorized to execute
29 and deliver, for and on behalf of the City, the Amended and Restated
30 Interlocal Agreement among the City and the City of Atlantic Beach,
31 the City of Jacksonville Beach, the City of Neptune Beach, and the

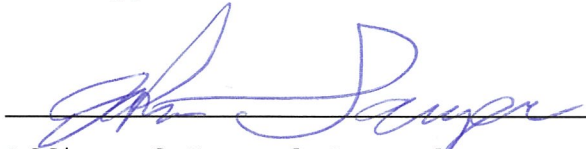
1 Town of Baldwin, in substantially the form placed **On File** with the
2 Legislative Services Division for the distribution formula for
3 dividing the proceeds of the existing and proposed local option gas
4 taxes among the County and the local municipalities as authorized
5 hereby.

6 **Section 7. Approval of Ordinance.** Pursuant to Chapters
7 336.025 and 336.021, Florida Statutes, enactment of this Ordinance
8 requires approval by a majority plus one vote of the Council members
9 present at the Council meeting at which a vote on this Ordinance is
10 taken.

11 **Section 8. Filing with Florida Department of State.**
12 Directing the Legislative Services Division to send an electronic
13 copy of this Ordinance upon enactment to the Secretary of State for
14 the State of Florida in accordance with Section 125.66, Florida
15 Statutes.

16 **Section 9. Effective Date.** This Ordinance shall become
17 effective upon signature by the Mayor or upon becoming effective
18 without the Mayor's signature.

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20 Form Approved:

21
22 
23 Office of General Counsel

24 Legislation Prepared By: John Sawyer

25 GC-#1422769-v6-Leg_2021-__Local_Option_Gas_Tax_(LOGT)_1-5_cents_and_9th_cent.docx

LOGT Eligible Projects

Roadway Improvement Projects			
LOGT Eligible Project	Estimated Cost	Council District(s)	Project Scope
Merrill Rd and Townsend Blvd Intersection Improvements	\$ 575,000.00	1 (Morgan)	This project will improve the intersection which has one of the City's highest vehicle accident rates. The intersection will be improved with a concrete curb median added to eliminate cross-lane movements. Access driveways will be eliminated that are too close to the intersection.
Mickler Road Widening	\$ 330,000.00	1 (Morgan)	The traffic signal system will be replaced with a current standard installation.
Lone Star Road Extension (East of Mill Cove to Trednick Parkway)	\$ 3,000,000.00	1 (Morgan)	Widen Mickler Rd. from Larkin Rd. to school entrance.
University Boulevard (Arlington Road to Arlington Expressway) (Complete Street Project) *	\$ 7,062,000.00	1 (Morgan)	Extension of Lone Star Road from the eastern most terminus to Trednick Parkway. The project consists of design and construction of roadway extension to connect Lone Star Road with the Trednick Parkway/Southside Blvd Interchange to improve mobility in the area.
University Boulevard/Merrill Road Corridor (Complete Street Project) *	\$ 1,045,000.00	1 (Morgan) (City Owned)	Milling and resurfacing with potential improvements to include reduced travel lane widths, construction of 6' buffered bike lanes, mid-block crossings, reconfiguration of the Burdette / Lake Lucina Intersection, high-emphasis crosswalks, and installation of a median where left turning movements are not compromised. The final project scope will be determined through stakeholder meetings and design development.
Traffic Signal Pulaski Rd and Howard Road	\$ 600,000.00	2 (Ferraro)	The project consists of pedestrian safety and aesthetic enhancements, including new crosswalks, connecting sidewalk gaps and bike lanes.
Traffic Signal Airport Center Dr. and Gillespie Ave.	\$ 700,000.00	2 (Ferraro)	Install traffic signal with pedestrian crossings features.
New Berlin Rd (Cedar Point to Staratt/Pulaski Rd Int)	\$ 40,000,000.00	2 (Ferraro)	Install traffic signal with pedestrian crossings features.
Cedar Point/Saw Pit Road (Industrial ReBuild...New Berlin to Shark)	\$ 17,500,000.00	2 (Ferraro)	Traffic study and concept design for road improvement align New Berlin Road. The limits of the improvements are along New Berlin Road from Cedar Point Road to the intersection of Staratt Road and Pulaski Road.
Hodges Blvd Intersection Traffic Signals	\$ 2,200,000.00	3 (Bowman)	Widening, milling and resurfacing Sawpit Road from Cedar Point Road to Shark Road.
Traffic Signals San Pablo Parkway	\$ 2,400,000.00	3 (Bowman)	Install two (2) traffic signals and fiber optic interconnect at the Intersections of Hodges Blvd and Hunt Clud Rd as well as Hodges Blvd and Montebell Way/Danforth Drive West.
Belfort Road Widening (Touchton to JT Butler)	\$ 7,200,000.00	4 (Carrico)	Install traffic two (2) signals and fiber-optic interconnect cable.
Southside Boulevard- Southside Blvd/Belfort Road/JTB Trans Imp	\$ 9,120,000.00	4 (Carrico)	This project will widen Belfort Road from 2 lanes to 4 lanes with a center turn lane from Southpoint Parkway to Gate Parkway, modify or replace the traffic signal installations at the Southpoint Parkway and Gate Parkway, and install traffic safety improvements on Belfort Road from A.C. Skinner Parkway to Gate Parkway.
Palm Avenue Improvements	\$ 1,500,000.00	5 (Cumber)	Design and construction of improvements identified in the TMA study.
Phillips Highway Corridor (Complete Street Project) *	\$ 4,301,000.00	5 (Cumber)	This project will include signalization improvements, reconstruction of intersections of Palm Avenue, Gary Street, Baptist Way and Prudential Drive. Project improvements include turn lanes, sidewalks, drainage, bike lanes, landscaping, hardscaping and lighting enhancements.
Orange Picker / Brady Road	\$ 4,700,000.00	6 (Boylan)	The project consists of leveraging the Florida Department of Transportation (FDOT) resurfacing project along SR 5 (US 1/Phillips Highway) from SR 152 (Baymeadows Road) to SR 109 (University Boulevard) to implement sidewalk gaps, bicycle connectivity, and Americans with Disabilities Act improvements to provide safe access particularly to the newly constructed University Mobility Hub located at the southwest corner of Phillips Highway and University Boulevard West.
Brooklyn Area Drainage and Safety Improvements (adding turn lane to scope for TIAA)	\$ 1,000,000.00	7 (Gaffney)	Realignment of the northern approach of Orange Picker Road to provide a standard Orange Picker Road & Brady Road interaction. Additional parking for Alberts Field will be constructed with the realignment.
Main Street Traffic Calming (1st Street to 12th Street)	\$ 1,200,000.00	7 (Gaffney)	Complete the planning, design, engineering and construction of the Brooklyn Area Drainage & Safety Improvements project and will help facilitate the reconstruction of the Forest Street/Dupont Place and Riverside Avenue Intersection to provide better safety and drainage improvements in the area. In addition, this will provide for a South/West Bound Left Turn into the parking garage.
8th Street (Complete Street Project) *	\$ 1,963,500.00	7 (Gaffney)	Improvements to intersections to provide for left turns as well as increase and enhance pedestrian areas from 1st to 12th Street along main Street. This is in partnership with an FDOT resurfacing project.
Dunn Avenue Corridor (Complete Street Project) *	\$ 1,958,000.00	7 (Gaffney)	The project consists of pedestrian safety and aesthetic enhancements along 8th Street, including realignment of existing crosswalks, new crosswalks, installation of rectangular rapid flashing beacons and additional signage and marking for bike lanes.
Lem Turner Road Corridor (Complete Street Project) *	\$ 4,185,500.00	7 (Gaffney)	The Dunn Avenue complete streets project provides a demonstration lane elimination (road diet) to reduce the corridor from seven to five lanes between Biscayne Boulevard and I-95. In the eastbound direction it incorporates a protected bike lane from Briardiff Road to Monaco Drive; and in the westbound direction between Biscayne Boulevard and I-95 it includes a buffered bike lane. Transit enhancements will include Americans with Disabilities Act accessible transit stops, improved amenities, new concrete pads, shelters, benches, trash receptacles, and immediate sidewalk connectivity.
			The project consists of restriping Norwood Avenue between Golfair Boulevard and I-95 to modify existing four-lane undivided section, converting outside lane to a shared bike/bus lane to support Bus Rapid Transit (BRT) operations. Installation of roundabout with high emphasis crossings and refuge islands at the intersection of Norwood Avenue and Golfair Boulevard. Incorporate Americans with Disabilities Act accessible transit stops, including improved amenities, and immediate sidewalk connectivity.

Moncrief Rd. and W. 20th St. Road Improvements	\$	350,000.00	8 (Pittman)	Install cul-de-sac on 20th St. to remove connection to Moncrief Rd. and create on-street parallel parking spaces.
Edgewood Avenue Corridor (Complete Street Project) *	\$	12,116,500.00	8 (Pittman)	The project consists of reducing the existing five lane section to a three lane section from east of I-95 (from the beginning of the Moncrief Creek Bridge approach at Lorain Street) to Lem Turner Road, restriping travel lanes from 12-foot to 11-foot, and installing bike lanes and sidewalks. From Lem Turner Road and U.S. 1 (New Kings Road), replace existing 12-foot dual left turn lane with a 16-foot landscaped median with left turn pockets and restripe travel lane widths from 12-foot to 11-foot. Incorporate Americans with Disabilities Act accessible transit stops, including improved amenities, and immediate sidewalk connectivity.
Kings Road Corridor (Complete Street Project) *	\$	3,542,000.00	8 (Pittman) 9 (Dennis)	The project consists of light beacons at the S-Line Crossing and two mini-roundabouts at Fairfax Street and Tyler Street. (City Owned)
5th Street Bridge Replacement	\$	750,000.00	9 (Dennis)	This is an 80' long two lane concrete bridge located on 5th Street between Ellis Road and Edgewood Avenue North. The most recent FDOT evaluation noted that the bridge is Structurally Deficient and is load rated and needs to be replaced. The timber piles upon which the bridge deck is resting are in seriously degraded condition.
McCoy's Creek Rebuild & Raise Bridge - Stockton	\$	1,500,000.00	9 (Dennis)	Removal and reconstruction of the Stockton Street bridge over McCoy's Creek to allow for better floodplain management.
McCoy's Creek Rebuild & Raise Bridge - King	\$	1,500,000.00	9 (Dennis)	Removal and reconstruction of the King Street bridge over McCoy's Creek to allow for better floodplain management.
Lenox Avenue (Complete Street Project) *	\$	2,315,500.00	9 (Dennis)	The Lenox Avenue Corridor traffic study and roadway design determined lane requirements between Normandy Boulevard and Cassat Avenue. The project will reduce travel lanes from four lanes to two lanes and include median and bike lane installation. (FDOT Owned, City maintained)
Soutel Drive Road Diet (Formally Road Diet)	\$	6,644,500.00	9 (Dennis)	Design and construction of Soutel Drive road diet, bike lanes, and sidewalk improvements. Road diet will turn 4-lane section into a 3-lane section with bike lanes. Pedestrian improvements will include fixing broken sidewalks, ADA curb ramps, striping crosswalks, pedestrian refuge islands, and Rectangular Rapid Flashing Beacons.
Firestone Rd - Wheat Rd Intersection Improvements	\$	1,000,000.00	10 (Priestly Jackson)	Install traffic signal, pedestrian crossings, and drainage improvements on intersection approaches.
Chaffee Road (Normandy Boulevard to Crystal Springs Road)	\$	30,200,000.00	12 (White)	Design & Construction to widen Chaffee Road from 2 lanes to 4 lanes with medians and auxiliary turn lanes from Normandy Blvd to I-10.
2nd Avenue North Roadway Safety Improvements	\$	5,500,000.00	13 (Diamond)	Reconstructing 2nd Avenue North from 20th Street to the Boat Ramp. Improvements will result in a safer roadway section which includes constructing a City Standard roadway section, stormwater treatment facilities and new bridge.
Penman Road Complete Streets	\$	20,000,000.00	13 (Diamond)	Complete a "Complete Streets" study for Penman (Atlantic to Beach Blvd) which will address intersection, pedestrian and bicycle needs and improvements.
St. Johns Ave. Traffic Calming	\$	250,000.00	14 (DeFoor)	Install raised concrete intersection "Bulb-outs" along St. Johns Ave. from Van Wert Ave. to King St. for enhanced safety and aesthetics. FDOT will allow COJ to install by permit.
Apache Ave Curb & Gutter	\$	375,000.00	14 (DeFoor)	Conversion of urban roadway section to a curb & gutter City Standard Section using the Curb & Gutter Petition process.
Dancy Street Curb & Gutter	\$	310,000.00	14 (DeFoor)	Conversion of urban roadway section to a curb & gutter City Standard Section using the Curb & Gutter Petition process.
Euclid Street Curb & Gutter	\$	200,000.00	14 (DeFoor)	Conversion of rural roadway section to a curb & gutter City Standard Section using the Curb & Gutter Petition process.
Park Street/Blanding Boulevard Corridor (Complete Street Project) *	\$	3,212,000.00	14 (DeFoor)	The project consists of reconstruction of the Blanding Boulevard overpass to reduce the existing three southbound lanes to two lanes and reduce all lane widths from 12-foot to 11-foot. Replacement of the existing center concrete barrier with an 8-foot wide raised landscaped median and installation of a 12-foot wide multi-use path with a 6-foot wide raised buffer between the northbound travel lanes and the path. Incorporate Americans with Disabilities Act accessible transit stops, including improved amenities, and immediate sidewalk connectivity throughout, with midblock pedestrian crossings with signage at Park Street intersections with Boone Park, Ingleside Avenue, Avondale Avenue, Willow Branch Park and west of King Street. (City owned except FDOT owns 0.75 mi bridge section)
Traffic Calming	\$	900,000.00	Countywide	The project is a Countywide project to help alleviate traffic. This funding will be used to calm traffic in areas throughout the county where speed humps and other traffic calming devices can be implemented.
Countywide Intersection Imp & Bridge Rehab - Intersections	\$	8,500,000.00	Countywide	This allocation funds county-wide enhancements to City intersections. The enhancements are focused on City intersection safety and capacity improvements to mitigate hazardous conditions and enhance roadway traffic flow and operations throughout Jacksonville. The Public Works Department has developed a prioritization process to identify sites that require mitigation of safety issues and sites with persistent capacity issues.
Roadway Resurfacing	\$	102,000,000.00	Countywide	This allocation funds resurfacing of City roads throughout Jacksonville. The City is responsible for approximately 3,682 miles of paved centerline roadway. Resurfacing includes full milling and resurfacing, micro-surfacing and rejuvenation of City roadways. All of these treatments extend the lifespan of existing city roadways. Program Management Services for the Pavement Management program are also included in this project. A portion of this project is being funded by Community Development Block Grant (CDBG) grant funding.
Countywide Intersection Imp & Bridge Rehab - Bridges	\$	18,000,000.00	Countywide	This is a continuous requirement necessary to maintain the City's 186 bridge structures. It will be used for general maintenance repairs, design to correct scour and functional obsolescence, and construction of specific bridge projects.
Traffic Signalization - Countywide	\$	3,100,000.00	Countywide	The purpose of this project is to provide funding for signalization of intersections. When the Traffic Engineering Division deems that an intersection meets the criteria for signalization, these funds will provide the resources to design and install the necessary traffic signals.
Traffic Signalization - Enhancements	\$	480,000.00	Countywide	Calculate the traffic signal clearance periods for each approach of City traffic signals and program the information into the traffic signal controller.
Traffic Signalization - Fiber Optic	\$	1,500,000.00	Countywide	The project will provide communications to the traffic signals along selected City arterials. A communication link to a traffic signal controller will allow for remote assessment of signal issues, provide automated warning for power outages, allow for video capability, and remote real time observation of the intersection and corridor.
Pavement Markings	\$	5,500,000.00	Countywide	Public Works is responsible for over 3,600 miles of roadways and the pavement markings continue to deteriorate. This funding supports on-going replacement of pavement marking to ensure adequate safety levels of our travel ways.

Roadway Sign Stripe and Signal	\$ 7,900,000.00	Countywide	This project supports the Traffic Engineering Division's county-wide effort to re-stripe and re-sign deficient roadways. Additional efforts include signal repair and replacement or enhancement of traffic signal equipment.
Railroad Crossings	\$ 2,825,000.00	Countywide	This allocation funds countywide railroad crossing maintenance. The City has long standing agreements with the major railroad companies that place the maintenance and repair cost of railroad crossings on the City. By agreement, the City has to have funds available at all times to pay for any work that may be deemed necessary by the railroads.
CRISI Grant (CSX/FEC/FDOT/JTA) Grant Match	\$ 1,000,000.00	Countywide	Grant match for additional safety improvements at existing railroad crossings.
Total	\$ 354,010,500.00		
Drainage Improvement Projects (Support Roadways)			
LOGT Eligible Project	Estimated Cost	Council District(s)	Project Scope
Dunn / Caney (Sapp Road Wet Detention)	\$ 4,065,661.00	2 (Ferraro)	The intent of this project is to improve water quality by improving approximately 1,000 ft. of channel conveyance in Caney Branch Creek and installing a 7.5 acre wet detention facility for water quality treatment. This project will contribute to the pollutant load reduction required by the Lower St Johns River (LSJR) Basin management Action Plan (BMAP) and NPDES permit requirements. (Project CN-1A in MSMP)
Arlington/Pottsburg (Beach & Southside) Pond	\$ 5,681,000.00	4 (Carrico)	The intent of this project is to improve water quality by improving approximately 1,000 ft. of channel conveyance in Pottsburg Creek and installing a 7.5 acre wet detention facility for water quality treatment. This project will contribute to the pollutant load reduction required by the Lower St Johns River (LSJR) Basin management Action Plan (BMAP) and NPDES permit requirements. (Project PC-5A in MSMP)
Arlington/Pottsburg (Bowden & Belfort) Pond	\$ 1,930,850.00	4 (Carrico)	The intent of this project is to improve water quality by retrofitting and assuming responsibility for an existing 10 acre offline wet detention facility at the intersection of Belfort Road and Bowden Road. This project will contribute to the pollutant load reduction required by the Lower St Johns River (LSJR) Basin management Action Plan (BMAP) and NPDES permit requirements. (Project PC-6A in MSMP)
LaSalle Street Pump Station	\$ 35,200,000.00	5 (Cumber)	Project will provide drainage improvements in the San Marco Area to alleviate roadway flooding caused by heavy rainfall and high tides. A pump station would be required to accomplish flood reduction benefits in this area of San Marco. COJ is pursuing real estate acquisition to support a potential pump station site.
Flynn Road Drainage Improvement	\$ 200,000.00	6 (Boylan)	Drainage improvement project to address flooding being experienced in the area. The stormwater collection system will be improved to current design standards.
Silver Street Drainage Improvements	\$ 1,500,000.00	7 (Gaffney)	This project proposes to remove and replace the existing storm drainpipe and inlet system on Silver Street beginning near 7th Street and ends at the outlet at Hogan's Creek in Klutho Park.
Duval Road (Wet Detention Pond)	\$ 9,530,000.00	7 (Gaffney)	This project addresses water quality and flood control within the Cedar Creek sub-basin. It includes construction of a 25-acre wet-detention facility. The RSF was designed as an off-line pond southwest of The I-295 Duval Road Exit Ramp with a retention period of 13 days, a maximum depth of 10 feet, a permanent pool volume of 274 ac-ft, and a total surface area (including maintenance buffer) of approximately 25 acres.
Wills Branch Dredge	\$ 2,700,000.00	12 (White)	This project will design, permitting and dredging of Wills Branch from Old Middleburg Road to location 2000 feet south of Lane Avenue.
Willowbranch Bulkhead Replacement	\$ 7,300,000.00	14 (DeFoor)	Design and construction of a replacement bulkhead for The Willowbranch Creek system between Riverside Avenue and Sydney Street. The design will address bulkhead demolition, replacing the bulkhead, removal of sediment build up and eliminating eroding areas due to bulkhead failure.
Mallory Street Drainage Improvement	\$ 320,000.00	14 (DeFoor)	This project will construct City Standard Curb Inlets at the low spot on both sides of Mallory Street to drain the standing storm water, install approximately 255 LF of 15" RCP pipe, and connect to the existing system that outlets of the St. Johns River. Project will include driveway repair and possible conflict sanitary manholes.
Venetia Drainage Improvements	\$ 1,400,000.00	14 (DeFoor)	Drainage improvement project to address flooding being experienced on Demedici Avenue, Davinci Avenue and Della Robbia Way. The stormwater collection system will be improved to current design standards. Initial funding will be for design and real estate acquisition.
Underdrain Replacements	\$ 3,500,000.00	Countywide	Underdrain is a drainage system installed under a road to collect and transport subsurface groundwater. These buried conduits are usually wrapped in geotextile fabric which allow water to enter the underdrain while keeping sediments out. Underdrain is installed to keep the groundwater (protect) from coming in contact with the roadway subgrade and base.
Major Outfall Ditch Restoration/Cleaning	\$ 15,000,000.00	Countywide	The City of Jacksonville has 209 miles of major outfall ditches. The outfall drain major drainage basins throughout the county. Proactive restoration is needed to ensure these outfalls can help to minimize flooding during major storm events.
Drainage System Rehabilitation - Capital Improvements	\$ 12,000,000.00	Countywide	This project will help fund design and major fixes, under \$100,000, to the City's drainage system. Once designs are complete, funds in this project may also be used to fund specific drainage projects which exceed \$100,000.
Drainage System Rehabilitation - Capital Maintenance	\$ 28,000,000.00	Countywide	This allocation funds countywide improvements to the City's stormwater drainage system. The improvements are focused on system restoration to ensure that all components function in accordance with their intended purpose. Components such as failed drainage lines and structures make up the majority of these improvements. The funding is projected to be used for continuing maintenance contract services.
Stormwater Pump Stations - Capital Maintenance	\$ 900,000.00	Countywide	This allocation funds countywide stormwater pump replacements and capital maintenance. The City currently has 12 pump stations countywide. Each pump station has multiple pumps present with some pump stations having as many as 4 pumps present. The funding is projected to be used for the replacement of deteriorated pumps and capital maintenance and repair as needed.
Total	\$ 129,227,511.00		
Transit Projects			
LOGT Eligible Project	Estimated Cost	Council District(s)	Project Scope
New Ferry Boat	\$16,186,500	2 (Ferraro) 13 (Diamond)	The project consists of purchasing a new boat and the associated docking facilities.

Skyway Conversion to the U ² C (Ultimate Urban Circulator) and Service Expansion - Neighborhood Extensions	\$131,890,000	4 (Carrico), 5 (Cumber), 7 (Gaffney)	Downtown service expansion of Skyway providing neighborhood Circulators through use of autonomous vehicle network to five (5) key areas: (1) West Corridor - access to the Riverside and Five Points neighborhoods, as well as the popular Riverside Arts Market and growing Brooklyn neighborhood; (2) East Corridor - extending eastward along Bay Street, these stations will annex the burgeoning Shipyards district and the popular Sports Complex with the downtown core; (3) North Corridor - serving the revitalizing historic Springfield area, UF Health Center and VA Outpatient Clinic, the North Corridor would provide more access to integral health-related resources and services; (4) South/Medical Complex Corridor - Historic San Marco, which has long been a destination for those seeking a live/work/play location; and (5) Southbank Corridor - the Southbank Corridor which has some of the greatest growth potential and expanded service will meet the transportation needs of future employees, residents and visitors.
Skyway Rehabilitation & Downtown Service Expansion - Fleet	\$6,875,000	4 (Carrico), 5 (Cumber), 7 (Gaffney)	Vehicle Fleet to support Skyway rehabilitation, downtown service expansion, and neighborhood extensions.
JRTC Rail Terminal Project Development	\$3,360,500	7 (Gaffney)	Coordinate and request the Federal Transit Administration to enter into the Project Development Phase Complete PD&E/NEPA analysis and documentation Produce 35 percent design plans for the track and associated infrastructure to support the PD&E/NEPA Obtain commitments on the right-of-way required for the station Develop defined capital cost estimates
Northwest Jacksonville Corridor Improvements	\$13,876,500	7 (Gaffney) 8 (Pittman) 9 (Dennis) 10 (Jackson)	The project will improve 111 bus stops within Northwest Jacksonville. Of the total, 17 stops are located along Soutel Drive in the area of the City's planned road diet project. The City's Road Diet project includes converting four lanes to three lanes; improving pedestrian and bicycle infrastructure. Stops will be upgraded for ADA compliance and appropriate amenities in line with ridership needs. This project also provides additional improvements to bus stops by focusing on locations near transit dependent properties (i.e., assisted living facilities) in underserved areas of the county, including the Northwest Jacksonville area. Improvements include new amenities (shelters, poles, leaning benches, etc.) and lighting.
Countywide Transit Enhancements Improvements	\$34,710,500	All	This project represents the final 823 stops in Duval County that are non-compliant. This project would bring the JTA to 100 percent compliance (pending right-of-way acquisition) based on current data. Improvements include installing new concrete bus pads, shelters, and amenities at existing bus stops. The improvements will also include the associated clearing, grubbing, erosion control, handrail, grading and minor drainage modifications as required for construction.
Skyway Conversion to the U ² C (Ultimate Urban Circulator) - Capital (Infrastructure, Systems)	\$240,075,000	All	Includes rehabilitation of the Skyway infrastructure, systems and IT network and expansion of services to support transition to autonomous vehicles.
Total	\$ 446,974,000.00		
Combined Total	\$ 930,212,011.00		

* Denotes project will be implemented by the Jacksonville Transportation Authority

**INTERLOCAL AGREEMENT BETWEEN
CITY OF JACKSONVILLE AND JACKSONVILLE
TRANSPORTATION AUTHORITY FOR LOCAL OPTION GAS TAXES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2021, pursuant to the provisions of Chapter 163, *Florida Statutes* (“Chapter 163”), by and between the City of Jacksonville, Florida, a consolidated city and county governmental unit and political subdivision of the State of Florida (the “City”), and the Jacksonville Transportation Authority, a body corporate and politic and an agency of the State of Florida (the “JTA”) pursuant to the provisions of Chapter 349, *Florida Statutes*.

WHEREAS, pursuant to Florida Statute Section 336.025, the Jacksonville City Council enacted Resolution 83-499-179, which stated the City’s intent to levy a local-option gas tax for a five (5) year period and authorized the execution of an interlocal agreement specifying a distribution formula for dividing tax proceeds levied for a multiyear local option gas tax; and

WHEREAS, in 1985, the Florida Legislature amended Section 336.025, *Florida Statutes*, to add a new paragraph (d), which allowed governments, which like Jacksonville, were already levying a local-option gas tax, to do so for up to thirty (30) years; and

WHEREAS, pursuant to Ordinance 85-793-824, the City levied a six-cent (\$0.06) local-option gas tax (upon every gallon of motor fuel and special fuel sold in the General Services District and taxed under provisions of Chapter 206, *Florida Statutes*) for the ten (10) year period September 1, 1986 through August 31, 1996 (as extended, the “Six-Cent Local Option Gas Tax”); and

WHEREAS, in 1987, the Florida legislature removed any mention in regard to a particular date (for example June 18, 1985) by which counties had to have been levying a local-option gas tax, and allowed counties to simply extend the gas tax in multiyear increments; and

WHEREAS, the City by Ordinance 1991-819-411, extended the Six-Cent Local Option Gas

Tax in 1991 to cover a thirty (30) year period from August 31, 1996 to August 31, 2016, thereby establishing a combined collection period totaling thirty (30) years; and

WHEREAS, pursuant to Section 206.47, *Florida Statutes*, the City receives a gas tax from the constitutional fuel tax imposed under Section 9(c), Article XII, Florida Constitution, and Section 206.41(1) (a), *Florida Statutes* (the “Constitutional Gas Tax”); and

WHEREAS, Ordinance 2000-671-E, as amended by Resolution 2003-512-A and Ordinance 2005-898-E, approved an interlocal agreement between the City and Jacksonville Transportation Authority (as amended, the “BJPI Interlocal Agreement”), which appropriated the proceeds of the Six-Cent Local Option Gas Tax to JTA subject to certain limitations and restrictions; and

WHEREAS, pursuant to Ordinance 2013-820-E, the City approved the reissuance of the Six-Cent Local Option Gas Tax from September 1, 2016 through August 31, 2036 and authorized that certain interlocal agreement between the City and Jacksonville Transportation Authority dated July 29, 2014 (the “2014 Interlocal Agreement”), which amended and supplemented the BJPI Interlocal Agreement to set forth certain projects to be funded from proceeds of the Six-Cent Local Option Gas Tax to JTA; and

WHEREAS, pursuant to Ordinance 2021-202-E, the City has reissued the Six-Cent Local Option Gas Tax from September 1, 2036 through August 31, 2046; and

WHEREAS, also pursuant to Ordinance 2021-202-E, the City has authorized and levied the additional five cents (\$0.05) of local option gas tax authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (the “Fifth-Cent LOGT”), and the “ninth-cent” fuel tax authorized under Section 206.41(1)(d), *Florida Statute* (the 9th-Cent LOGT”); and

WHEREAS, JTA Resolution _____, authorized this Agreement; and

WHEREAS, the City and JTA desire to enter into this Agreement to (i) accompany and

complement the BJPI Interlocal Agreement as supplemented and amended by the 2014 Interlocal Agreement, (ii) address the allocation of the extended Six-Cent Local Option Gas Tax and additional five-cent (\$0.05) Local Option Gas authorized pursuant to Section 206.41(1)(e), *Florida Statutes*, and the 9th-Cent LOGT, (iii) to modify the Joint Committee structure as set forth in the 2014 Interlocal Agreement to align with Ordinance 2021-202-E; and (iv) to add the Additional JTA Projects as defined herein to the list of projects to be financed by the JTA portion of the Six-Cent Local Option Gas Tax.

NOW THEREFORE, the parties agree as follows:

SECTION 1. RECITALS; AMENDMENTS.

The parties agree that all the foregoing recitals are true and correct and are hereby incorporated by reference herein.

SECTION 2. DEFINITIONS; CONSTRUCTION OF THIS AGREEMENT.

Capitalized terms used and not otherwise defined herein have the meanings assigned thereto in the BJPI Interlocal Agreement as amended and supplemented by the 2014 Interlocal Agreement. Except as expressly modified herein, the JPI Interlocal Agreement as amended and supplemented by the 2014 Interlocal Agreement remain unmodified and in full force and effect. In addition to the JTA Project List set forth in the BJPI Interlocal as supplemented and amended by the 2014 Interlocal Agreement, the term “Additional JTA Projects” as used herein shall mean the planning, design, permitting, development, acquisition and construction of the road, bridge and other transportation facilities listed on Exhibit 1 attached hereto and incorporated herein by reference.

SECTION 3. INTERLOCAL AGREEMENT.

Pursuant to Chapter 163, Ordinance 2021-202-E and JTA Resolution _____, the City and JTA hereby make and enter into this Agreement for the purposes of jointly exercising, as

expressly set forth herein, the separate power of each to the maximum extent allowable under law for the implementation of this Agreement.

SECTION 4. EXTENSION OF 6-CENT LOCAL OPTION GAS TAX.

City and JTA acknowledge and agree that, in accordance with Ordinance 2021-202-E, the Six-Cent Local Option Gas Tax shall be extended for fuel sales starting on September 1, 2036, and continuing for fuel sales through August 31, 2046, and during said period shall be allocated as provided herein. The foregoing provisions of this Agreement have no effect on the allocation of the Six-Cent Local Option Gas Tax for fuel sales through August 31, 2036.

SECTION 5. ALLOCATION OF EXTENDED 6-CENT LOCAL OPTION GAS TAX.

Beginning with collections of the extended Six-Cent Local Option Gas Tax for fuel sales starting on September 1, 2036, and continuing with respect to collections of the extended Six-Cent Local Option Gas Tax for fuel sales through August 31, 2046, the City hereby agrees to appropriate to the JTA three cents (\$0.03) for every six cents (\$0.06) collected of the Six-Cent Local Option Gas Tax, while retaining three cents (\$0.03) of the Six-Cent Local Option Gas Tax for City use.

SECTION 6. IMPOSITION OF ADDITIONAL 5-CENT LOCAL OPTION GAS TAX AND “NINTH-CENT” FUEL TAX.

City and JTA acknowledge and agree that, pursuant to Ordinance 2021-202-E, the City has levied the 5-Cent LOGT authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (for a total of eleven cents (\$0.11) of Local Option Fuel Tax levied pursuant to Section 206.41(1)(e), *Florida Statutes*) and the 9th-Cent LOGT authorized under Section 206.41(1)(d), *Florida Statutes*, in each case for fuel sales starting on January 1, 2022, and continuing for fuel sales through December 31, 2052, and during said period those taxes shall be allocated as provided herein. For purposes of clarity, the 5-Cent LOGT and 9th-Cent LOGT do not apply to sales of diesel fuel.

SECTION 7. ALLOCATION OF ADDITIONAL 5-CENT LOCAL OPTION GAS TAX.

Beginning with collections of the 5-Cent LOGT, the City hereby agrees to appropriate to the JTA two and one-half cents (\$0.025) for every additional five cents (\$0.05) collected of the 5-Cent LOGT, while retaining two and one-half cents (\$0.025) of the 5-Cent LOGT for City use. The 5-Cent LOGT and received by JTA pursuant to this Agreement shall be used by the JTA for any lawful purpose, including without limitation, the Additional JTA Projects listed on **Exhibit 1**.

SECTION 8. ALLOCATION OF ADDITIONAL "NINTH-CENT" FUEL TAX.

Beginning with collections of the 9th-Cent LOGT, the City hereby agrees to appropriate to the JTA one-half cent (\$0.005) while retaining one-half cent (\$0.005) of the 9th-Cent LOGT for City use. The 9th-Cent LOGT and received by JTA pursuant to this Agreement shall be used by the JTA for any lawful purpose.

SECTION 9. FINANCING.

JTA may, at its sole discretion, cost and expense, and in accordance with applicable laws, fund any project utilizing funding received hereunder through the issuance of one or more new bonds; provided that the final maturity date of such bond issuance(s) shall not exceed the term of this Agreement.

SECTION 10. FISCAL AGENT; REPORTING.

All funds shall be collected, received, deposited, held and distributed by the Fiscal Agent in the same manner as utilized as of the effective date of the Agreement pursuant to the 2014 Interlocal Agreement. Fiscal Agent shall be responsible for the preparation and submission of the annual written report to City Council and JTA's Board not later than March 1st of each year of this Agreement summarizing the appropriations made to the City and the JTA under this Agreement made during the prior year. JTA shall provide a report of the progress made to date on the

completion of the JTA Project List, including, without limitation, the Additional JTA Projects, including a summary of the financing undertaken to date, funds extended and planning, design, right-of-way acquisition and construction, in a format agreed to by the Council Auditor's Office. Such report shall be given along with JTA's budget submission on or before June 1st of each year after the effective date of this Agreement.

SECTION 11. OBLIGATION LIMITED TO AMOUNT RECEIVED.

Any obligation for the appropriations by the City to JTA is limited to the amount of the local option gas taxes collected by vendors and remitted to DOR that is actually received by the City.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, together with the exhibits and documents made a part hereof by reference, contains the entire agreement of the parties and no representations of promises have been made except for those that are specifically set out in this Agreement. Except as specifically state herein, all prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement and any part hereof are waived and merged herein and superseded hereby.

SECTION 13. GOVERNING LAW.

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

SECTION 14. VENUE AND JURISDICTION.

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance of breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Duval County, Florida.

SECTION 15. 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 this Agreement and this Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly and at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of duress, coercion, or undue influence; and (iv) it had the opportunity of independent legal counsel of its own choosing in the negotiation and execution of this Agreement.

SECTION 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 this Agreement and shall do all other acts to effectuate this Agreement.

SECTION 17. SUFFICIENCY OF CONSIDERATION.

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

SECTION 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 thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

SECTION 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.

SECTION 20. CAPTIONS.

Section 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.

SECTION 21. SEVERANCE.

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

SECTION 22. 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.

IN WITNESS WHEREOF, the parties hereto have caused their undersigned duly authorized representatives to execute and deliver this Agreement as of the date written beside the signatures thereof, respectively.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Its: Mayor

**APPROVED AS TO FORM FOR
THE CITY OF JACKSONVILLE:**

By: _____
Office of General Counsel

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

By: _____
Its: Chairman

**APPROVED AS TO FORM FOR
JACKSONVILLE TRANSPORTATION AUTHORITY:**

By: _____
Office of General Counsel

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Prepared by and Return to:
John C. Sawyer, Jr., Esquire
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

**AMENDED AND RESTATED INTERLOCAL AGREEMENT REGARDING LOCAL
OPTION GAS TAXES AMONG THE CITY OF JACKSONVILLE, THE CITY OF
ATLANTIC BEACH, THE CITY OF JACKSONVILLE BEACH, THE CITY OF
NEPTUNE BEACH, AND THE TOWN OF BALDIN**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of the _____ day of _____, 2021 by and among the below-listed parties and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (the “Effective Date”) (collectively, the “Cities” or individually, a “City”).

WITNESSETH:

WHEREAS, in June of 1983 the City previously entered into that certain Interlocal Agreement, as replaced and superseded by that certain Interlocal Agreement dated June 28, 1985 (the “Initial Agreement”), regarding the distribution formula for dividing the proceeds of a six-cent local option gas tax (the “Six-Cent Local Option Gas Tax”) sold in Duval County and taxed under the provisions of Chapter 206, Florida Statutes, as authorized to be imposed by the governing body of Duval County by Section 336.025, Florida Statutes; and

WHEREAS, the Council (“Council”) of the City of Jacksonville (“County”) acting as the governing body of Duval County, Florida, pursuant to Ordinance 2021-202, proposes to levy an additional local option gas taxes, also known as local option fuel taxes, pursuant to Section 336.025(1)(b), Florida Statutes, known generally as a 5-Cent Gas Tax (the “5-Cent Local Option Gas Tax”) on every gallon of motor fuel sold in Duval County, exclusive of diesel fuel; and

WHEREAS, Section 336.025(1)(b)(2), Florida Statutes, authorizes the County to enter into interlocal agreements with one or more municipalities located within Duval County, representing a majority of the population of the incorporated area within the county, setting forth a distribution formula for dividing the entire proceeds of the local option fuel taxes among county government and all eligible municipalities within the county; and

WHEREAS, the Cities are desirous of entering into this Agreement with each other and with the County to amend the Initial Agreement in order to restate the formula for the

distribution of the previously imposed Six-Cent Local Option Gas Tax and to set forth a formula for the distribution of the Five-Cent Local Option Gas Tax, should any or all of such local option fuel taxes be approved or amended by Council.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Authority.** This Agreement is entered into by County and Cities pursuant to the authority provided by Section 336.025, Florida Statutes, and Section 163.01, Florida Statutes.

3. **Construction of Agreement.** Except as expressly modified herein, the Initial Agreement remains unmodified and in full force and effect.

4. **Extension of Six-Cent Local Option Gas Tax.** County and Cities agree that, in accordance with Ordinance 2021-202-E, the Six-Cent Local Option Gas Tax shall be extended for fuel sales starting on September 1, 2036, and continuing for fuel sales through August 31, 2046, and during said ten-year period shall be allocated as set forth in the Initial Agreement. The foregoing provisions of this Agreement have no effect on the allocation of the Six-Cent Local Option Gas Tax for fuel sales through August 31, 2036.

5. **Imposition of Additional Five-Cent Local Option Gas Tax.** County and the Cities acknowledge and agree that, pursuant to Ordinance 2021-202-E, the City has levied the 5-Cent LOGT authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (for a total of eleven cents (\$0.11) of Local Option Fuel Tax levied pursuant to Section 206.41(1)(e), *Florida Statute*, for fuel sales starting on January 1, 2022, and continuing for fuel sales through December 31, 2052, and during said period those taxes shall be allocated in the same manner as provided for the Six-Cent Local Option Gas Tax as provided for in the Initial Agreement. For purposes of clarity, the 5-Cent Local Option Gas Tax and 9th-Cent Local Option Gas Tax do not apply to sales of diesel fuel.

6. **Uses of Proceeds from Five-Cent Local Option Gas Tax.** Proceeds from the Five-Cent Local Option Gas Tax shall be utilized only for transportation expenditures, as that term is set forth in Section 336.025(1)(b)(3), Florida Statutes and as defined in Section 336.025(7), Florida Statutes.

7. **Severability.** If any part of this Agreement is found by a court of competent Jurisdiction to be unlawful or otherwise unenforceable, such part shall be deemed to be severed from this Agreement and the remaining parts shall continue to have full force and effect.

8. **Section Headings.** All section headings used in this Agreement have been

inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

9. **Construction.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Proferentum*" shall not be applied to the interpretation of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for their responsibilities with respect to the Event. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

11. **Counterparts.** This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid and enforceable for all purposes.

[Remainder of page is intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the City of Jacksonville, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
Name: James R. McCain, Jr.
Title: Corporation Secretary

By: _____
Name: Lenny Curry
Title: Mayor

Form Approved:

Office of General Counsel

IN WITNESS WHEREOF, the City of Atlantic Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF ATLANTIC BEACH

By: _____
Donna L. Bartle, City Clerk
800 Seminole Road
Atlantic Beach, FL 32233

By: _____
Joe Gerrity, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

IN WITNESS WHEREOF, the City of Jacksonville Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE BEACH

By: _____
Laurie Scott, City Clerk
11 North 3rd Street
Jacksonville Beach, FL 32250

By: _____
Charlie Latham, Mayor
11 North 3rd Street
Jacksonville Beach, FL 32250

By: _____
Mike Staffopoulos, City Manager
11 North 3rd Street
Jacksonville Beach, Florida 32250

IN WITNESS WHEREOF, the City of Neptune Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF NEPTUNE BEACH

By: _____
Catherine Ponson, City Clerk
116 1st Street
Neptune Beach, FL 32266

By: _____
Andrew E. Hyatt, City Manager
116 1st Street
Neptune Beach, FL 32266

ATTEST:

TOWN OF BALDWIN

Town Clerk
Form Approved:

By: _____
Name Printed: Sean T. Lynch
Its: Mayor

GC-#1424417-v1-Amended_and_Restated_Interlocal_Agreement_-_beach_City_Baldwin_-_local_option_gas_taxes_(LOGT)_2021.doc

LEGISLATIVE FACT SHEET

DATE: 04/19/21

BT or RC No: NA
(Administration & City Council Bills)

SPONSOR: Mayor's Office and Council President Tommy Hazouri
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation: Jordan Elsbury

Provide Name: Jordan Elsbury

Contact Number: (904) 255-5013

Email Address: jelsbury@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.)

This legislation seeks to increase the Local Option Gas Tax, currently at 6 cents per gallon, to the amount allowed under Florida Law, which is 12 cents. The funds generated from this revenue stream will be used to fund transportation related projects and expenditures.

APPROPRIATION: Total Amount Appropriated _____ 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: _____	Amount: _____
	To: _____	Amount: _____
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.)

This legislation seeks to increase the Local Option Gas Tax, currently at 6 cents per gallon, to the amount allowed under Florida Law, which is 12 cents. The funds generated from this revenue stream will be used to fund transportation related projects and expenditures.

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.

Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
------------------------	--------------------------	-------------------------------------

Note: If yes, note must include explanation of all-year subfund carryover language.

CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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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?

Related RC/BT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
----------------	--------------------------	-------------------------------------

Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

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.

Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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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.

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

ACTION ITEMS:

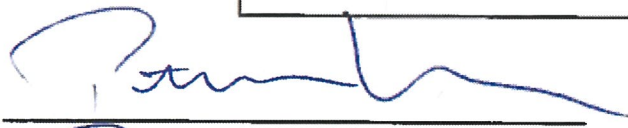
	Yes	No
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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?

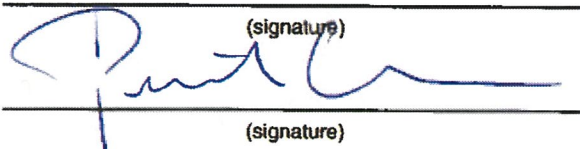
Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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 generating

Division Chief: 
_____ (signature)

Date: 4/19/21

Prepared By: 
_____ (signature)

Date: 4/19/21

ADMINISTRATIVE TRANSMITTAL

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

Thru: Jordan Elsbury

(Name, Job Title, Department)

Phone: (904) 255-5013

E-mail: jelsbury@coj.net

From: Joey Greive

Initiating Department Representative (Name, Job Title, Department)

Phone: (904) 255-5354

E-mail: pgreive@coj.net

Primary Contact: Jordan Elsbury

(Name, Job Title, Department)

Phone: (904) 255-5013

E-mail: jelsbury@coj.net

CC:

Phone: _____

E-mail: _____

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: Jordan Elsbury, Chief of Staff

Phone: 904-255-5013

E-mail: jelsbury@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