

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2024-435-E**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND
6 APPROVING AND AUTHORIZING THE MAYOR, OR HER
7 DESIGNEE, AND THE CORPORATION SECRETARY TO
8 EXECUTE AND DELIVER, FOR AND ON BEHALF OF THE
9 CITY OF JACKSONVILLE ("CITY"), A THIRD AMENDMENT
10 TO REDEVELOPMENT AGREEMENT BETWEEN COSENTINO
11 INDUSTRIAL USA, LLC ("COMPANY") AND THE CITY, TO
12 EXTEND CERTAIN TIMES FRAMES WITHIN THE
13 PERFORMANCE SCHEDULE AND EXTEND THE CLOSING DATE
14 FOR THE COMPANY TO PURCHASE THE PROPERTY TO JULY
15 2024 AND TO WAIVE THE APPLICABILITY OF THE
16 ARCHITECTURAL GUIDELINES FROM THE AMENDED AND
17 RESTATED DECLARATION OF COVENANTS AND
18 RESTRICTIONS APPLICABLE TO THE PROPERTY;
19 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY
20 THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC
21 DEVELOPMENT ("OED"); PROVIDING FOR CITY OF
22 JACKSONVILLE OVERSIGHT BY THE OED; PROVIDING AN
23 EFFECTIVE DATE.

24
25 **WHEREAS,** Cosentino Industrial USA, LLC (the "Company") has
26 previously entered into that certain Redevelopment Agreement dated
27 May 31, 2023 as authorized by Ordinance 2023-310-E, as amended by
28 that certain First Amendment to Redevelopment Agreement dated July
29 31, 2023, as further amended by that certain Second Amendment to
30 Redevelopment Agreement dated November 27, 2023 (collectively, the
31 "Agreement"), to authorize the Company to purchase an approximately

1 330 acre portion of the City-owned Mega Site within Cecil Commerce
2 Center ("Project Parcel"), and the Company intends to construct
3 thereon as its initial phase of improvements a 408,000 square foot
4 manufacturing facility, with an additional 734,000 square feet of
5 adjacent support area, with two production lines, with an estimated
6 private capital investment of \$270,000,000, and the Company has
7 committed to the creation of 180 new jobs with an average wage of
8 \$56,594 by December 31, 2028 (the "Project"); and

9 **WHEREAS,** the Agreement contemplated certain wetlands
10 mitigation work to be performed by the City and there were certain
11 delays in the completion thereof that caused delays in the Company's
12 due diligence efforts in relation to the Project Parcel; and

13 **WHEREAS,** the Company and the City have agreed to amend the
14 Agreement to (i) extend the date for the completion of the access
15 road extension project by one year, to November 30, 2026; (ii) extend
16 the commencement of construction date of the improvements by one year
17 to January 1, 2026; (iii) extend the closing date on the Project
18 Parcel to on or before July 31, 2024; and (iv) amend the Amended and
19 Restated Declaration of Covenants and Restrictions to remove the
20 applicability of the architectural review requirements therein from
21 the Project Parcel; and

22 **WHEREAS,** the Company has requested the City to enter into the
23 Third Amendment to Redevelopment Agreement in substantially the form
24 placed **On File** with the Office of Legislative Services; now therefore

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

26 **Section 1. Third Amendment to Redevelopment Agreement**
27 **Approved.** The Mayor, or her designee, and the Corporation Secretary
28 are hereby authorized to execute and deliver, for and on behalf of
29 the City, the Third Amendment to Redevelopment Agreement and Partial
30 Release of Amended and Restated Declaration of Covenants and
31 Restrictions for Cecil Commerce Center referenced therein

1 (collectively, the "Third Amendment") substantially in the form
2 placed **On File** with the Office of Legislative Services (with such
3 "technical" changes as herein authorized), for the purpose of
4 implementing the recommendations of the OED.

5 The Third Amendment may include such additions, deletions, and
6 changes as may be reasonable, necessary, and incidental for carrying
7 out the purposes thereof, as may be acceptable to the Mayor or her
8 designee, with such inclusion and acceptance being evidenced by
9 execution of the Third Amendment by the Mayor or her designee. No
10 modification of the Third Amendment may increase the financial
11 obligations or the liability of the City and any such modification
12 shall be technical only and shall be subject to appropriate legal
13 review and approval of the General Counsel or his or her designee and
14 all other appropriate action required by law. "Technical" is herein
15 defined as including, but not limited to, changes in legal
16 descriptions and surveys, descriptions of infrastructure improvements
17 and/or any road project, ingress and egress, easements and rights of
18 way, performance schedules (provided that no performance schedule may
19 be extended for more than one year without City Council approval),
20 design standards, access and site plans which have no financial
21 impact.

22 **Section 2. Designation of Authorized Official/OED Contract**
23 **Monitor.** The Mayor is designated as the authorized official of the
24 City for the purpose of executing and delivering any contracts and
25 documents and furnishing such information, data and documents for the
26 Third Amendment and related documents as may be required and otherwise
27 to act as the authorized official of the City in connection with the
28 Third Amendment, and is further authorized to designate one or more
29 other officials of the City to exercise any of the foregoing
30 authorizations and to furnish or cause to be furnished such
31 information and take or cause to be taken such action as may be

1 necessary to enable the City to implement the Third Amendment
2 according to its terms. The OED is hereby required to administer and
3 monitor the Third Amendment and to handle the City's responsibilities
4 thereunder, including the City's responsibilities under such Third
5 Amendment working with and supported by all relevant City departments.

6 **Section 3. Further Authorizations.** The Mayor, or her designee,
7 and the Corporation Secretary, are hereby authorized to execute the
8 Third Amendment and all other contracts and documents and otherwise
9 take all necessary action in connection therewith and herewith. The
10 Executive Director of the OED, as contract administrator, is
11 authorized to negotiate and execute all necessary changes and
12 amendments to the Third Amendment and other contracts and documents,
13 to effectuate the purposes of this Ordinance, without further Council
14 action, provided such changes and amendments are limited to amendments
15 that are technical in nature (as described in Section 1 hereof), and
16 further provided that all such amendments shall be subject to
17 appropriate legal review and approval by the General Counsel, or his
18 or her designee, and all other appropriate official action required
19 by law.

20 **Section 4. Oversight Department.** The Office of Economic
21 Development shall oversee the Project described herein.

22 **Section 5. Effective Date.** This Ordinance shall become
23 effective upon signature by the Mayor or upon becoming effective
24 without the Mayor's signature.

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26 Form Approved:

27
28 /s/ John Sawyer

29 Office of General Counsel

30 Legislation Prepared By: John Sawyer

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