

1 Introduced by the Council President at the request of the Mayor:  
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4 **ORDINANCE 2024-887**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE  
6 MAYOR, OR HER DESIGNEE, AND THE CORPORATION  
7 SECRETARY TO EXECUTE AND DELIVER, FOR AND ON  
8 BEHALF OF THE CITY OF JACKSONVILLE ("CITY"), A  
9 FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT  
10 BETWEEN COSENTINO INDUSTRIAL USA, LLC  
11 ("COMPANY") AND THE CITY, TO EXTEND CERTAIN  
12 TIMES FRAMES WITHIN THE PERFORMANCE SCHEDULE AND  
13 EXTEND THE CLOSING DATE FOR THE COMPANY TO  
14 PURCHASE THE PROPERTY TO JANUARY 24, 2025;  
15 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY  
16 THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC  
17 DEVELOPMENT ("OED"); PROVIDING FOR CITY OF  
18 JACKSONVILLE OVERSIGHT BY THE OED; PROVIDING AN  
19 EFFECTIVE DATE.  
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21 **WHEREAS,** Cosentino Industrial USA, LLC (the "Company") has  
22 previously entered into that certain Redevelopment Agreement dated  
23 May 31, 2023 as authorized by Ordinance 2023-310-E, as amended by  
24 that certain First Amendment to Redevelopment Agreement dated July  
25 31, 2023, as further amended by that certain Second Amendment to  
26 Redevelopment Agreement dated November 27, 2023, as further amended  
27 by that certain Third Amendment to Redevelopment Agreement dated July  
28 19, 2024 (collectively, the "Agreement"), to authorize the Company  
29 to purchase an approximately 330 acre portion of the City-owned Mega  
30 Site within Cecil Commerce Center ("Project Parcel"), and the Company  
31 intends to construct thereon as its initial phase of improvements a

1 408,000 square foot manufacturing facility, with an additional  
2 734,000 square feet of adjacent support area, with two production  
3 lines, with an estimated private capital investment of \$270,000,000,  
4 and the Company has committed to the creation of 180 new jobs with  
5 an average wage of \$56,594 by December 31, 2028 (the "Project"); and

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

10 **WHEREAS**, the Company and the City have agreed to amend the  
11 Agreement to (i) extend the closing date on the Project Parcel to on  
12 or before January 24, 2025; (ii) extend the commencement of  
13 construction date of the improvements by approximately eighteen  
14 months to July 1, 2027; and (iv) extend the completion of construction  
15 date by approximately three months to March 31, 2030; and

16 **WHEREAS**, the Company has requested the City to enter into the  
17 Fourth Amendment to Redevelopment Agreement in substantially the form  
18 placed **On File** with the Office of Legislative Services; now therefore

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

20 **Section 1. Fourth Amendment to Redevelopment Agreement**  
21 **Approved.** The Mayor, or her designee, and the Corporation Secretary  
22 are hereby authorized to execute and deliver, for and on behalf of  
23 the City, the Fourth Amendment to Redevelopment Agreement (the "Fourth  
24 Amendment") substantially in the form placed **On File** with the Office  
25 of Legislative Services (with such "technical" changes as herein  
26 authorized), for the purpose of implementing the recommendations of  
27 the OED.

28 The Fourth Amendment may include such additions, deletions, and  
29 changes as may be reasonable, necessary, and incidental for carrying  
30 out the purposes thereof, as may be acceptable to the Mayor or her  
31 designee, with such inclusion and acceptance being evidenced by

1 execution of the Fourth Amendment by the Mayor or her designee. No  
2 modification of the Fourth Amendment may increase the financial  
3 obligations or the liability of the City and any such modifications  
4 shall be technical only and shall be subject to appropriate legal  
5 review and approval of the General Counsel or his or her designee and  
6 all other appropriate action required by law. "Technical" is herein  
7 defined as including, but not limited to, changes in legal  
8 descriptions and surveys, descriptions of infrastructure improvements  
9 and/or any road project, ingress and egress, easements and rights of  
10 way, performance schedules (provided that no performance schedule may  
11 be extended for more than one year without City Council approval),  
12 design standards, access and site plans which have no financial  
13 impact.

14 **Section 2. Designation of Authorized Official/OED Contract**  
15 **Monitor.** The Mayor is designated as the authorized official of the  
16 City for the purpose of executing and delivering any contracts and  
17 documents and furnishing such information, data and documents for the  
18 Fourth Amendment and related documents as may be required and  
19 otherwise to act as the authorized official of the City in connection  
20 with the Fourth Amendment, and is further authorized to designate one  
21 or more other officials of the City to exercise any of the foregoing  
22 authorizations and to furnish or cause to be furnished such  
23 information and take or cause to be taken such action as may be  
24 necessary to enable the City to implement the Fourth Amendment  
25 according to its terms. The OED is hereby required to administer and  
26 monitor the Fourth Amendment and to handle the City's responsibilities  
27 thereunder, including the City's responsibilities under such Fourth  
28 Amendment working with and supported by all relevant City departments.

29 **Section 3. Further Authorizations.** The Mayor, or her  
30 designee, and the Corporation Secretary, are hereby authorized to  
31 execute the Fourth Amendment and all other contracts and documents

1 and otherwise take all necessary action in connection therewith and  
2 herewith. The Executive Director of the OED, as contract  
3 administrator, is authorized to negotiate and execute all necessary  
4 changes and amendments to the Fourth Amendment and other contracts  
5 and documents, to effectuate the purposes of this Ordinance, without  
6 further Council action, provided such changes and amendments are  
7 limited to amendments that are technical in nature (as described in  
8 Section 1 hereof), and further provided that all such amendments  
9 shall be subject to appropriate legal review and approval by the  
10 General Counsel, or his or her designee, and all other appropriate  
11 official action required by law.

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

14 **Section 5. Effective Date.** This Ordinance shall become  
15 effective upon signature by the Mayor or upon becoming effective  
16 without the Mayor's signature.

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18 Form Approved:

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21 Office of General Counsel  
22 Legislation Prepared By: John Sawyer

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