

1 Introduced by the Council President at the request of the DIA and
2 Co-Sponsored by Council Members Clark-Murray, Boylan, Peluso and
3 Johnson and amended by the Neighborhoods, Community Services, Public
4 Health and Safety Committee:
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7 **ORDINANCE 2025-256-E**

8 AN ORDINANCE AUTHORIZING THE MAYOR, OR HER
9 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE:

10 (1) A REDEVELOPMENT AGREEMENT ("REDEVELOPMENT
11 AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE
12 ("CITY") AND WJCT, INC. ("WJCT"); (2) A FIRST
13 AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY
14 AND WJCT; AND (3) A FIRST AMENDMENT TO
15 METROPOLITAN PARK AGREEMENT BETWEEN THE CITY AND
16 WJCT TO EXTEND THE TERM AND PAYMENT TERMS
17 THEREOF FOR AN ADDITIONAL TEN YEARS; DESIGNATION
18 OF AUTHORIZED OFFICIAL AND THE DEPARTMENT OF
19 PUBLIC WORKS AS CONTRACT MONITOR FOR THE
20 REDEVELOPMENT AGREEMENT; PROVIDING FOR CITY
21 OVERSIGHT OF THE PROJECT BY THE DEPARTMENT OF
22 PUBLIC WORKS; AUTHORIZING THE EXECUTION OF ALL
23 DOCUMENTS RELATING TO THE ABOVE AGREEMENTS AND
24 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES
25 TO THE DOCUMENTS; PROVIDING AN EFFECTIVE DATE.
26

27 **WHEREAS,** the City of Jacksonville ("City") and WJCT, Inc.
28 ("WJCT") have previously entered into: (i) that certain Amended and
29 Restated Lease Agreement dated December 17, 2002 ("Lease"), regarding
30 in part the lease of approximately 4.6 acres of City-owned property
31 to WJCT for its administration building; and (ii) that certain

1 Agreement by and between the City and WJCT regarding Metropolitan
2 Park, Special Event Parking, and Related Matters dated December 17,
3 2002 ("Met Park Agreement") regarding the use of Metropolitan Park,
4 parking rights, and an annual \$30,000 payment to WJCT; and

5 **WHEREAS,** City is constructing a new Marine Fire Station on a
6 parcel of land immediately east of WJCT's leasehold interest, and the
7 City desires to access the construction site through WJCT's leasehold
8 interest and to make certain stormwater improvements within the
9 leasehold interest, and in light of the removal of the Hart's Bridge
10 off-ramp, the City has agreed to reconfigure and resurface WJCT's
11 existing parking lot within its leasehold area, and amend the
12 configuration of its leasehold interest; and

13 **WHEREAS,** WJCT has requested and the City has agreed to enter
14 into the RDA, First Amendment to Lease, and Amendment to the Met Park
15 Agreement to, in part: (i) authorize the City to utilize a portion
16 of the leased premises for construction access to the Marine First
17 Station site; (ii) provide for the City to resurface and reconfigure
18 WJCT's existing surface parking area; (iii) amend the configuration
19 of WJCT's leased premises and (iv) authorize a ten-year extension to
20 the Met Park Agreement; and

21 **WHEREAS,** it has been determined to be in the interest of the
22 City to enter into the Redevelopment Agreement and related agreements
23 authorized hereby and approve of and adopt the matters set forth in
24 this Ordinance; now therefore

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

26 **Section 1. Execution of Agreements.** The Mayor (or her
27 authorized designee) and the Corporation Secretary are hereby
28 authorized to execute and deliver, the Redevelopment Agreement, First
29 Amendment to Lease Agreement, and the Amendment to the Met Park
30 Agreement and related agreements as referenced therein (collectively,
31 the "Agreements") substantially in the forms placed **Revised On File**

1 with the Legislative Services Division (with such "technical" changes
2 as herein authorized), for the purpose of implementing the
3 recommendations of the City as further described in the Redevelopment
4 Agreement.

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

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

1 Agreements according to their terms. The Department of Public Works
2 is hereby required to administer and monitor the Redevelopment
3 Agreement and related agreements referenced therein and to handle the
4 City's responsibilities thereunder, including the City's
5 responsibilities under such agreements working with and supported by
6 all relevant City departments.

7 **Section 3. Oversight Department.** The Department of Public
8 Works shall oversee the project described herein.

9 **Section 4. Further Authorizations.** The Mayor, or her
10 designee, and the Corporation Secretary, are hereby authorized to
11 execute the Agreements and all other contracts and documents and
12 otherwise take all necessary action in connection therewith and
13 herewith. The Director of Public Works, as contract administrator,
14 is authorized to negotiate and execute all necessary changes and
15 amendments to the Agreements and other contracts and documents, to
16 effectuate the purposes of this Ordinance, without further Council
17 action, provided such changes and amendments are limited to amendments
18 that are technical in nature (as described in Section 1 hereof), and
19 further provided that all such amendments shall be subject to
20 appropriate legal review and approval by the General Counsel, or his
21 or her designee, and all other appropriate official action required
22 by law.

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

26 Form Approved:

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28 /s/ Mary E. Staffopoulos

29 Office of General Counsel

30 Legislation Prepared By: John Sawyer

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