

1 Introduced by the Council President at the request of the Mayor:

4 **ORDINANCE 2022-494-E**

5 AN ORDINANCE APPROVING, AND AUTHORIZING THE
6 MAYOR, OR HIS DESIGNEE, AND CORPORATION
7 SECRETARY TO EXECUTE AND DELIVER, THE
8 DEVELOPMENT AGREEMENT ("AGREEMENT") AMONG THE
9 CITY OF JACKSONVILLE ("CITY"), CITY OF
10 JACKSONVILLE BEACH ("COJB") AND WINDWARD
11 JACKSONVILLE BEACH OWNER, LLC ("DEVELOPER"),
12 WHICH AGREEMENT PROVIDES FOR THE REDEVELOPMENT
13 BY THE DEVELOPER OF ITS EXISTING BEACH MARINE
14 COMPLEX LOCATED AT 2315 BEACH BOULEVARD IN COJB,
15 AND PROPERTY CONVEYANCES FROM DEVELOPER AND COJB
16 TO THE CITY (PURSUANT TO FUTURE AGREEMENTS TO BE
17 AUTHORIZED BY CITY COUNCIL) AS NECESSARY FOR THE
18 CITY TO CONSTRUCT THE FULLY FUNDED CIP PROJECT
19 ENTITLED "2ND AVENUE NORTH ROADWAY SAFETY
20 IMPROVEMENTS", AND AN ADDITIONAL CONVEYANCE FROM
21 THE DEVELOPER TO THE CITY OF APPROXIMATELY 105
22 ACRES OF ADJACENT, UNDEVELOPED PROPERTY AT NO
23 COST; PROVIDING FOR CITY OVERSIGHT BY THE
24 DEPARTMENT OF PUBLIC WORKS; PROVIDING AN
25 EFFECTIVE DATE.

26
27 **WHEREAS**, Windward Jacksonville Beach Owner, LLC ("Developer")
28 owns an approximately 26.31-acre site at 2315 Beach Boulevard (the
29 "Project Site") in the City of Jacksonville Beach ("COJB") on which
30 resides the Beach Marine complex, including a marina, office and
31 retail space, restaurant, and other marine-related uses; and

1 **WHEREAS**, Developer is also the owner of approximately 120 acres
2 of unimproved real property located adjacent and northerly to the
3 Project Site and bordered to the west by the intracoastal waterway
4 (the "Undeveloped Property"); and

5 **WHEREAS**, Developer intends to redevelop the Project Site and a
6 portion of the Undeveloped Property adjacent to the Project Site with
7 new residential units, new marine support retail and restaurant uses,
8 and other office, commercial and mixed services uses, with an
9 anticipated capital investment of approximately \$45,000,000 (the
10 "Project"); and

11 **WHEREAS**, primary access to the Project Site is by way of 2nd
12 Avenue North, a City right-of-way, which is currently susceptible to
13 frequent flooding, and the City has a fully funded CIP Project
14 entitled "2nd Avenue North Roadway Safety Improvements" ("CIP
15 Project") for certain improvements to 2nd Avenue North; and

16 **WHEREAS**, in order to integrate the Project and CIP Project,
17 Developer has agreed at its own expense to provide the plans and
18 specifications for the Project and CIP Project and thereafter assign
19 the CIP Project plans to the City, and the City will then construct
20 the CIP Project in coordination with the Developer's Project; and

21 **WHEREAS**, COJB and the Developer have agreed, subject to future
22 agreements to be authorized by City Council (the "Future Agreements"),
23 to convey certain real property to the City as necessary for the CIP
24 Project, to enter into use agreements for the shared use of parking
25 facilities, and the Developer has also agreed to convey approximately
26 105 acres of the Undeveloped Property to the City at no cost, which
27 the City intends to use as a passive recreational facility open to
28 the public, with all such conveyances being a precondition to the
29 City's commencement of the CIP Project; now, therefore,

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

31 **Section 1. Development Agreement approved and execution**

1 **authorized.** There is hereby approved, and the Mayor, or his designee,
2 and Corporation Secretary are hereby authorized to execute and
3 deliver, the Development Agreement, easements and related documents
4 attached thereto, among the City of Jacksonville (City), Windward
5 Jacksonville Beach Owner, LLC ("Developer"), and the City of
6 Jacksonville Beach ("COJB"), in substantially the form placed **On File**
7 with the Office of Legislative Services (collectively, the
8 "Agreement"). The Agreement provides for the conveyance by Developer
9 and COJB of certain real property to the City as necessary for the
10 construction of the CIP Project by the City, and provides for the
11 Developer to convey approximately 105 acres of the Undeveloped
12 Property by the City. The term of the Agreement expires on the
13 earlier of ten years from the effective date thereof, or substantial
14 completion of the Project and CIP Project.

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

31 **Section 2. Designation of Authorized Official.** The Mayor

1 is designated as the authorized official of the City for the purpose
2 of executing and delivering any contracts and documents and furnishing
3 such information, data and documents for the Agreement and related
4 documents as may be required and otherwise to act as the authorized
5 official of the City in connection with the Agreement, and is further
6 authorized to designate one or more other officials of the City to
7 exercise any of the foregoing authorizations and to furnish or cause
8 to be furnished such information and take or cause to be taken such
9 action as may be necessary to enable the City to implement the
10 Agreements according to their terms. The Department of Public Works
11 is hereby required to administer and monitor the Agreement and to
12 handle the City's responsibilities thereunder, including the City's
13 responsibilities under such agreement working with and supported by
14 all relevant City departments.

15 **Section 3. Further Authorizations.** The Mayor, or his
16 designee, and the Corporation Secretary, are hereby authorized to
17 execute the Agreement and all other contracts and documents and
18 otherwise take all necessary action in connection therewith and
19 herewith. The Mayor, or his designee, is authorized to negotiate and
20 execute all necessary changes and amendments to the Agreement and
21 other contracts and documents, to effectuate the purposes of this
22 Ordinance, without further Council action, provided such changes and
23 amendments are limited to amendments that are technical in nature (as
24 described in Section 1 hereof), and further provided that all such
25 amendments shall be subject to appropriate legal review and approval
26 by the General Counsel, or his or her designee, and all other
27 appropriate official action required by law.

28 **Section 4. Oversight.** The Department of Public Works
29 shall provide oversight of the Agreement and CIP Project.

30 **Section 5. Effective Date.** This ordinance shall become
31 effective upon signature by the Mayor or upon becoming effective

1 without the Mayor's signature.

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3 Form Approved:

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5 /s/ Paige H. Johnston

6 Office of General Counsel

7 Legislation prepared by John Sawyer

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