

1 Introduced by the Council President at the request of the Mayor &
2 Co-Sponsored by Council Member Ferraro:

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5 **ORDINANCE 2021-240-E**

6 AN ORDINANCE APPROVING AND AUTHORIZING THE
7 MAYOR, OR HIS DESIGNEE, AND CORPORATION
8 SECRETARY TO EXECUTE AND DELIVER AN AMENDMENT
9 TWO TO LEASE AGREEMENT BETWEEN THE CITY OF
10 JACKSONVILLE ("CITY") AND CECIL FIELD POW/MIA
11 MEMORIAL, INC. ("TENANT") TO EXPAND THAT
12 PORTION OF THE PREMISES LOCATED IN THE CHAPEL
13 BUILDING AT 6112 NEW WORLD AVENUE ("CHAPEL
14 BUILDING") FROM 6,200 SQUARE FEET TO 14,744
15 SQUARE FEET; TO REQUIRE TENANT TO SURRENDER
16 ALL OF THE PORTION OF THE PREMISES LOCATED IN
17 THE THEATER BUILDING AT BUILDING 333, 13561
18 LAKE NEWMAN STREET; TO EXTEND THE TERM OF THE
19 LEASE FROM OCTOBER 1, 2022 TO MARCH 31, 2023
20 AT THE CURRENT RENTAL RATE; TO EXTEND BY SIX
21 MONTHS THE DATE OF CERTAIN DEADLINES RELATED
22 TO THE PERMITTING AND CONSTRUCTION OF A
23 VETERANS MEMORIAL BUILDING ON THE
24 APPROXIMATELY 20.5 ACRE PARCEL THAT IS PART OF
25 THE PREMISES ("GROUND PARCEL"); TO EXTEND BY
26 SIX MONTHS THE DATE BY WHICH TENANT MUST BE
27 RESPONSIBLE FOR UTILITIES ON THE PREMISES; TO
28 GRANT TENANT THE RIGHT TO APPLY FOR
29 CLASSIFICATION OF THE GROUND PARCEL AS
30 AGRICULTURAL CLASSIFICATION (GREENBELT); TO
31 MODIFY THE REPORTING REQUIREMENTS IN THE LEASE

1 TO CONFORM TO TENANT'S FISCAL YEAR; PROVIDING
2 FOR CITY OVERSIGHT BY THE OFFICE OF ECONOMIC
3 DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.
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5 **WHEREAS**, the City and Cecil Field POW/MIA Memorial, Inc.
6 ("Tenant"), previously entered into that certain Cecil Commerce
7 Center Lease Agreement dated October 2, 2017, as authorized by
8 Ordinance 2017-394-E, as amended by that certain Amendment One to
9 Cecil Commerce Center Lease Agreement dated August 21, 2018, as
10 authorized by Ordinance 2018-422-E, (together, the "Lease") for the
11 lease of certain real property including, the Chapel Building
12 located at 6112 New World Avenue (the "Chapel Building"), the
13 Theater Building located at Building 333, 13561 Lake Newman Street
14 (the "Theater Building") and the approximately 20.5 acre parcel of
15 property located to the west of the Chapel Building (the "Ground
16 Parcel"), and the Lease is in full force and effect in accordance
17 with its terms; and

18 **WHEREAS**, Tenant has requested to expand its premises located
19 within the Chapel Building from 6,200 square feet to 14,744 square
20 feet and surrender its right to use and occupy the Theater
21 Building; and

22 **WHEREAS**, Tenant has requested that the expiration of the term
23 of the Lease be extended by six months from October 1, 2022 to
24 March 31, 2023 at the same rental rate; and

25 **WHEREAS**, the Lease required the Tenant to meet certain
26 deadlines related to its plan to construct a veterans memorial
27 building (the "Project") on the Ground Parcel, but due to delays
28 caused by COVID-19 Tenant has requested a six-month extension to
29 these deadlines, including the preliminary commencement date and
30 the date by which Tenant must demonstrate sufficient financial
31 resources to complete the Project (together, the "Preliminary

1 Deadlines”) and the date by which Tenant must obtain permits and
2 commence construction (the “Construction Deadlines”); and

3 **WHEREAS**, Tenant has requested that the date for it to be
4 solely responsible for all utility expenses at the Premises (the
5 “Utility Deadline”) be extended by six months from December 31,
6 2021 to June 30, 2022; and

7 **WHEREAS**, Tenant has requested the right to apply to qualify
8 the Ground Parcel for an Agricultural Classification (Greenbelt)
9 prior to the construction of the Project; and

10 **WHEREAS**, Tenant has requested the City to modify the reporting
11 requirements in the Lease to conform to Tenant’s fiscal year; and

12 **WHEREAS**, Tenant has requested the City to enter into an
13 Amendment Two to Lease Agreement in substantially the attached
14 hereto as **Exhibit 1**; now therefore,

15 **BE IT RESOLVED** by the Council of the City of Jacksonville:

16 **Section 1. Approval and authorization to execute**
17 **Amendment Two to Lease Agreement approved.** There is hereby
18 approved, and the Mayor or his designee and Corporation Secretary
19 are authorized to enter into an Amendment Two to Lease Agreement
20 (“Amendment”) between the City and the Tenant, substantially in the
21 form attached hereto as **Exhibit 1**. The Amendment expands the
22 Premises located in the Chapel Building from 6,200 square feet to
23 14,744 square feet, requires the surrender of the Premises located
24 in the Theater Building, extends the expiration of the term of the
25 Lease from October 1, 2022 to March 31, 2023 at the current rental
26 rate, extends the Preliminary Deadlines, the Construction Deadlines
27 and the Utility Deadline by six months, permits Tenant to apply to
28 qualify the Ground Parcel for an Agricultural Classification
29 (Greenbelt) prior to the construction of the Project, and modifies
30 Tenant’s reporting requirements to conform to Tenant’s fiscal year,
31 with all other terms and conditions of the Lease remaining

1 unchanged.

2 **Section 2. to Lease Agreement approved.** There is hereby
3 approved, and the Mayor or his designee and Corporation Secretary
4 are authorized to enter into an Amendment Two to Lease Agreement
5 (“Amendment”) between the City and the Tenant, substantially in the
6 form attached hereto as **Exhibit 1.** The Amendment expands the
7 Premises located in the Chapel Building from 6,200 square feet to
8 14,744 square feet, requires the surrender of the Premises located
9 in the Theater Building, extends the expiration of the term of the
10 Lease from October 1, 2022 to March 31, 2023 at the current rental
11 rate, extends the Preliminary Deadlines, the Construction Deadlines
12 and the Utility Deadline by six months, permits Tenant to apply to
13 qualify the Ground Parcel for an Agricultural Classification
14 (Greenbelt) prior to the construction of the Project, and modifies
15 Tenant’s reporting requirements to conform to Tenant’s fiscal year,
16 with all other terms and conditions of the Lease remaining
17 unchanged.

18 **Section 3. Oversight Department.** The OED shall
19 oversee the Lease and the Project.

20 **Section 4. Effective Date.** This Ordinance shall become
21 effective upon signature by the Mayor or upon becoming effective
22 without the Mayor’s signature.

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24 Form Approved:

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26 /s/ Paige H. Johnston

1 Office of General Counsel

2 Legislation prepared by: Joelle J. Dillard

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