

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2021-240**

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

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

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

19 **WHEREAS**, Tenant has requested that the expiration of the term
20 of the Lease be extended by six months from October 1, 2022 to March
21 31, 2023 at the same rental rate; and

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

31 **WHEREAS**, Tenant has requested that the date for it to be solely

1 responsible for all utility expenses at the Premises (the "Utility
2 Deadline") be extended by six months from December 31, 2021 to June
3 30, 2022; and

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

7 **WHEREAS**, Tenant has requested the City to modify the reporting
8 requirements in the Lease to conform to Tenant's fiscal year; and

9 **WHEREAS**, Tenant has requested the City to enter into an Amendment
10 Two to Lease Agreement in substantially the attached hereto as **Exhibit**
11 **1**; now therefore,

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

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

29 **Section 2. Oversight Department.** The OED shall oversee
30 the Lease and the Project.

31 **Section 3. Effective Date.** This Ordinance shall become

