

1 Introduced by the Council President at the request of the Mayor and  
2 amended on the Floor of Council and amended by the Committee of the  
3 Whole:

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5  
6 **ORDINANCE 2024-904-E**

7 AN ORDINANCE MAKING CERTAIN FINDINGS AND  
8 AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND  
9 CORPORATION SECRETARY TO EXECUTE AND DELIVER:

10 (1) AN AMENDED AND RESTATED STADIUM LEASE  
11 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE  
12 ("CITY") AND JAX STADIUM, LLC ("STADCO")  
13 ("STADIUM LEASE") GOVERNING THE USE, OPERATION  
14 AND MAINTENANCE OF THE STADIUM; (2) A STADIUM  
15 DEVELOPMENT AGREEMENT AMONG THE CITY, STADCO AND  
16 JACKSONVILLE JAGUARS, LLC ("JL"), GOVERNING THE  
17 DESIGN, CONSTRUCTION, OWNERSHIP AND FINANCING  
18 FOR THE RENOVATION AND CONSTRUCTION OF THE  
19 STADIUM (THE "PROJECT"); (3) A NON-RELOCATION  
20 AGREEMENT BETWEEN THE CITY AND JL PROHIBITING  
21 RELOCATION OF JL DURING THE STADIUM LEASE TERM  
22 AND PROVIDING REMEDIES AND LIQUIDATED DAMAGES  
23 FOR SUCH AN EVENT; (4) A GUARANTY AGREEMENT FROM  
24 JL FOR THE BENEFIT OF THE CITY GUARANTEEING THE  
25 PAYMENT AND PERFORMANCE OF STADCO'S OBLIGATIONS  
26 UNDER THE STADIUM DEVELOPMENT AGREEMENT, STADIUM  
27 LEASE AND OTHER DOCUMENTS AUTHORIZED HEREBY; (5)  
28 AN AMENDED AND RESTATED AMPHITHEATER LEASE  
29 AGREEMENT BETWEEN THE CITY AND BOLD EVENTS, LLC  
30 TO ALIGN THE TERM THEREOF WITH THE STADIUM  
31 LEASE; (6) AN AMENDED AND RESTATED SPORTS

1 PERFORMANCE CENTER LEASE AGREEMENT BETWEEN CITY  
2 AND JJL TO ALIGN THE TERM THEREOF WITH THE  
3 STADIUM LEASE; (7) A STADIUM SECURITY AGREEMENT  
4 BETWEEN THE CITY AND STADCO RELATING TO THE  
5 SECURITY OBLIGATIONS AT THE STADIUM; (8) A  
6 STADIUM PARKING AGREEMENT AMONG CITY, STADCO AND  
7 JJL GOVERNING THE RESPECTIVE USES OF THE SPORTS  
8 FACILITY PARKING AND OTHER GAME DAY PARKING FOR  
9 NFL GAME DAYS; (9) A COMMUNITY BENEFITS  
10 AGREEMENT BETWEEN THE CITY AND JJL SETTING FORTH  
11 THE STRATEGIC FOCUS AND RESPECTIVE COMMUNITY  
12 INVESTMENT TO BE MADE OVER THE TERM OF THE LEASE  
13 BY JJL AND THE CITY; AUTHORIZING APPROVAL OF  
14 TECHNICAL AMENDMENTS BY THE MAYOR OR HER  
15 DESIGNEE; AUTHORIZING A RIGHT OF FIRST OFFER IN  
16 FAVOR OF THE DEVELOPER OVER AN APPROXIMATELY  
17 4.96 ACRE PARCEL OF LAND AND AN APPROXIMATELY  
18 19,512 SQUARE FOOT PARCEL OF LAND, BOTH LOCATED  
19 WITHIN THE SHIPYARDS PROPERTY AND APPROXIMATELY  
20 3.89 ACRES OF ADJACENT SUBMERGED LANDS, THE  
21 DISPOSITION OF WHICH IS SUBJECT TO A FUTURE  
22 NOTICE OF DISPOSITION AND FUTURE DIA AND COUNCIL  
23 APPROVAL OF THE TERMS THEREOF; WAIVING  
24 PROVISIONS OF CHAPTER 126, (PROCUREMENT CODE),  
25 *ORDINANCE CODE*, WITH RESPECT TO THE PROJECT, AND  
26 TO ALLOW THE CITY TO DIRECTLY PURCHASE CERTAIN  
27 ITEMS SPECIFIED IN THE STADIUM DEVELOPMENT  
28 AGREEMENT; ESTABLISHING REQUIREMENTS FOR ITEMS  
29 TO BE PURCHASED; AMENDING SECTION 764.103  
30 (REMITTANCE OF TAX TO CITY), CHAPTER 764  
31 (CONVENTION DEVELOPMENT TAX), *ORDINANCE CODE*, TO

1 PROVIDE THAT PROCEEDS FROM THE CONVENTION  
2 DEVELOPMENT TAX BE CREDITED TO THE SPORTS  
3 COMPLEX CAPITAL MAINTENANCE ENTERPRISE FUND,  
4 *ORDINANCE CODE*; DELETING SECTION 111.605  
5 (CONVENTION DEVELOPMENT TRUST FUND), CHAPTER 111  
6 (SPECIAL REVENUE AND TRUST ACCOUNTS), *ORDINANCE*  
7 *CODE*; WAIVING SECTION 123.102 (FEES  
8 ESTABLISHED), CHAPTER 123 (PUBLIC FEES),  
9 *ORDINANCE CODE*, TO WAIVE FIRE AND RESCUE  
10 DEPARTMENT, PLANNING AND DEVELOPMENT DEPARTMENT  
11 AND DEPARTMENT OF PUBLIC WORKS FEES IN  
12 CONNECTION WITH THE PROJECT; WAIVING CERTAIN  
13 PROVISIONS OF SECTION 320.409 (SCHEDULE OF  
14 PERMIT FEES), PART 4 (PERMITS), CHAPTER 320  
15 (CONSTRUCTION REGULATIONS AND BUILDING CODES),  
16 *ORDINANCE CODE*, FOR CITY RELATED PERMITTING  
17 FEES; WAIVING SECTION 656.147 (SCHEDULE OF  
18 FEES), SUBPART D (ZONING EXCEPTIONS, VARIANCES  
19 AND WAIVERS, AMENDMENTS TO FINAL ORDER, APPEALS  
20 OF WRITTEN INTERPRETATIONS OF THE DIRECTOR AND  
21 APPEALS OF FINAL ORDERS OF THE COMMISSION), PART  
22 1 (GENERAL PROVISIONS), CHAPTER 656 (ZONING  
23 CODE), *ORDINANCE CODE*, TO WAIVE CITY RELATED  
24 ZONING FEES; WAIVING SECTION 122.811 (SALES OF  
25 TANGIBLE PERSONAL PROPERTY; PROHIBITION OF SALES  
26 TO CERTAIN PERSONS), PART 8 (TANGIBLE PERSONAL  
27 PROPERTY), CHAPTER 122 (PUBLIC PROPERTY),  
28 *ORDINANCE CODE*, TO ALLOW SALE OF ANY SURPLUS  
29 CITY PROPERTY; WAIVING SECTIONS 126.904  
30 (FUNDING) AND 126.911 (SCHEDULE), PART 9 (ART IN  
31 PUBLIC PLACES), CHAPTER 126 (PROCUREMENT CODE),

1           *ORDINANCE CODE*, TO WAIVE THE REQUIREMENT TO  
2           ALLOCATE A PERCENTAGE OF STADIUM CONSTRUCTION  
3           COSTS TO THE ART IN PUBLIC PLACES TRUST FUND;  
4           PROVIDE PROVIDING A STATEMENT OF INTENT TO  
5           COMPLY WITH TREASURY REGULATIONS; PROVIDING FOR  
6           OVERSIGHT OF THE CONSTRUCTION PROJECT BY THE  
7           DEPARTMENT OF PUBLIC WORKS AND THE CITY  
8           REPRESENTATIVE; DIRECTIVE TO PLACE PROCUREMENT  
9           PROCESS ON FILE WITH THE CITY COUNCIL  
10          LEGISLATIVE SERVICES DIVISION FOR DISTRIBUTION  
11          TO THE CITY COUNCIL; REQUIREMENT FOR QUARTERLY  
12          UPDATES TO THE CITY COUNCIL FINANCE COMMITTEE;  
13          PROVIDING FOR OVERSIGHT OF THE AGREEMENTS BY THE  
14          SPORTS AND ENTERTAINMENT OFFICE; PROVIDING  
15          CODIFICATION INSTRUCTIONS; PROVIDING AN  
16          EFFECTIVE DATE.

17  
18          **WHEREAS**, the City of Jacksonville (the "City") is the owner of  
19          that certain facility currently known as "EverBank Stadium", and the  
20          City leases EverBank Stadium to the Jacksonville Jaguars, LLC ("JJL"),  
21          for its operation of the Jacksonville Jaguars NFL football team and  
22          other businesses using the facility, pursuant to the terms and  
23          conditions set forth in that certain lease between the parties, as  
24          amended (the "Lease"); and

25          **WHEREAS**, the Stadium is nearing the expiration of its useful  
26          life, and JJL desires and the City has agreed for JJL to renovate,  
27          develop and construct on behalf of the City a "Stadium of the Future"  
28          and extend the useful life of the Stadium by a minimum of thirty (30)  
29          years (the "Facility"), to be owned by the City and leased to Jax  
30          Stadium, LLC ("StadCo"), an affiliate of JJL, to host JJL's NFL Home  
31          games and other uses as set forth in the Amended and Restated Stadium

1 Lease Agreement authorized hereby (the "Project"); and

2       **WHEREAS,** JJJ and the City desire to construct the Project, as  
3 contemplated by the Stadium Development Agreement (defined below);  
4 and

5       **WHEREAS,** upon substantial completion of the Project, the terms  
6 set forth in the Stadium Lease (defined below) for the use,  
7 maintenance and operation of the Stadium of the Future shall become  
8 operative, which terms authorize an initial 30-year term, with all  
9 maintenance and repair obligations the responsibility of JJJ, to be  
10 funded by JJJ and the City as set forth in the Stadium Lease (defined  
11 below); and

12       **WHEREAS,** the estimated cost of the Project is One Billion Two  
13 Hundred Fifty Million Dollars (\$1,250,000,000), of which the City  
14 Contribution will be the lesser of one half of the costs of the  
15 Project or the not-to-exceed amount of Six Hundred Twenty-Five Million  
16 Dollars (\$625,000,000) (together with \$150,000,000 of deferred  
17 maintenance funding, the "City Contribution") with JJJ's contribution  
18 anticipated to be \$625,000,000 (the "JJJ Contribution"), with JJJ  
19 being responsible for all cost overruns, and any project savings  
20 being shared equally between JJJ and the City, and the City intends  
21 to provide the initial funding for the City Contribution from the  
22 issuance of fixed-rate debt and/or from its Commercial Paper Facility  
23 (the "Notes"); and

24       **WHEREAS,** City intends to finance the City Contribution with  
25 fixed rate debt; now therefore

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

27       **Section 1. Findings.** It is hereby ascertained, determined,  
28 found and declared as follows:

29       (a) The recitals set forth herein are true and correct.

30       (b) The Project serves a paramount public purpose and will  
31 greatly enhance the City and otherwise promote and further the

1 municipal purposes of the City.

2 (c) The authorizations provided by this Ordinance are for  
3 public uses and purposes for which the City may use its powers as a  
4 consolidated municipal and county political subdivision of the State  
5 of Florida and may expend public funds, and the necessity in the  
6 public interest for the provisions herein enacted is hereby declared  
7 as a matter of legislative determination.

8 **Section 2. Execution of Agreements.** The Mayor, or her  
9 authorized designee, and Corporation Secretary are hereby authorized  
10 to execute and deliver: (a) a Stadium Development Agreement ("Stadium  
11 Development Agreement") for the renovation of the existing stadium  
12 and construction and development of a "Stadium of the Future" and  
13 prohibiting the relocation of JJJ during the term thereof; (b) an  
14 Amended and Restated Stadium Lease Agreement ("Stadium Lease") with  
15 a thirty year term governing the use, operation and maintenance of  
16 the Stadium of the Future; (c) a Non-Relocation Agreement prohibiting  
17 the relocation of JJJ during the term of the Stadium Lease; (d) a  
18 Guaranty Agreement from JJJ guaranteeing the payment and performance  
19 of Jax Stadium, LLC's obligations under the Stadium Development  
20 Agreement, the Stadium Lease and other project documents; (e) an  
21 Amended and Restated Amphitheater Lease Agreement to align the term  
22 thereof with the Stadium Lease and making certain other revisions as  
23 set forth therein; (f) an Amended and Restated Performance Center  
24 Lease Agreement to align the initial term thereof with the Stadium  
25 Lease and to make certain other revisions as set forth therein,  
26 including two ten-year renewal options; (g) a Stadium Security  
27 Agreement relating to the security obligations at the Stadium of the  
28 Future; (h) a Stadium Parking Agreement ("Stadium Parking Agreement")  
29 governing the respective uses of the sports facility parking and  
30 other game day parking for NFL game days; (i) a Community Benefits  
31 Agreement setting forth the strategic focus and respective community

1 investment to be made over the Stadium Lease term by JJL and the City  
2 (collectively, the "Agreements"), all in substantially the form  
3 placed **Second Revised On File** with the Legislative Services Division,  
4 with such "technical" changes as herein authorized.

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 to  
11 the City and any such modification shall be technical only and shall  
12 be subject to appropriate legal review and approval of the Office of  
13 General Counsel and all other appropriate action required by law.  
14 "Technical" is herein defined as including, but not limited to,  
15 changes in legal descriptions and surveys, descriptions of  
16 infrastructure improvements and/or any road project, ingress and  
17 egress, easements and rights of way, design standards, access and site  
18 plan, which have no financial impact. Any technical amendments  
19 authorized herein shall be filed with the Council Auditor's Office.

20 **Section 3. Right of First Offer on Future Development**  
21 **Parcel.** The City hereby grants, subject to the terms and conditions  
22 set forth in the Stadium Parking Agreement, a right of first offer  
23 ("ROFO") in favor of StadCo for an approximately 4.96-acre parcel of  
24 real property and an approximately 19,512 square foot parcel of real  
25 property in the Shipyards property, and approximately 3.89 acres of  
26 adjacent submerged lands, the exercise of which ROFO would initiate  
27 a public disposition process through the DIA and Council. The term  
28 of the ROFO shall commence August 1, 2025 and shall expire August 31,  
29 2030, upon the terms and conditions as further described in the  
30 Stadium Parking Agreement.

31 **Section 4. Chapter 126 (Procurement Code), Ordinance Code,**

1 **Waived.** The provisions of Chapter 126, *Ordinance Code*, are hereby  
2 waived for the Project, except that this section shall not waive any  
3 portion of Chapter 126, *Ordinance Code*, pertaining to: (i) the  
4 Jacksonville Small and Emerging Business Program; (ii) the management  
5 or promotion of a sports or entertainment facility; and (iii) Part 7  
6 (Buy American Program and Local Business Participation Policy),  
7 Chapter 126 (Procurement Code), *Ordinance Code*, as implemented by  
8 Ordinance 2023-20-E, effective July 1, 2024. With regards to the  
9 City's Buy American Program and Local Business Participation Program,  
10 StadCo shall comply with Sections 4.6.2 and 4.6.3 of the Stadium  
11 Development Agreement. Further, the City is authorized to purchase  
12 directly certain items specified in the pricing proposals for the  
13 construction materials and improvements for the Project. Said items  
14 to be purchased shall be determined by the Chief of Procurement with  
15 the advice of the Director of Public Works in accordance with Section  
16 5 of this Ordinance.

17 **Section 5. Requirements for Items to be Purchased.**

18 Whenever items to be used in such construction projects are to be  
19 purchased directly by the City pursuant to this Ordinance, the  
20 following requirements shall be met:

21 (a) The purchase shall be in the City's name with ownership of  
22 such items upon receipt vested in the City; and

23 (b) The purchase shall be by a City Purchase Order or other  
24 City document and shall be directly funded by the City; and

25 (c) The vendor/supplier shall invoice the City directly for  
26 payment which shall be made directly by the City to the  
27 vendor/supplier; and

28 (d) The City's Purchase Order or other document shall clearly  
29 state the purchase is exempt from Sales Tax pursuant to the City's  
30 Sale and Use Tax Exemption Certificate; and

31 (e) The City may provide Builders Risk Insurance to protect



1 against the loss of such items and to evidence the City's liability  
2 therefore, or alternatively may require J JL's contractor to provide  
3 insurance naming the City as the additional insured and direct loss  
4 payee; and

5 (f) Acknowledgement of receipt of the item and approval of  
6 payment shall be documented by an official of the City or an  
7 authorized agent of the City.

8 **Section 6. Amending Section 764.103 (Remittance of Tax to**  
9 **City), Chapter 764 (Convention Development Tax), Ordinance Code.**

10 Section 764.103 (Remittance of tax to City), Chapter 764 (Convention  
11 Development Tax), *Ordinance Code*, is hereby amended to read as  
12 follows:

13 **CHAPTER 764 - CONVENTION DEVELOPMENT TAX**

14 \* \* \*

15 **Sec. 764.103. - Remittance of tax to City.**

16 Monthly, the Tax Collector shall remit to the City  
17 collections received by the Tax Collector from the tax, less  
18 costs of administration. Upon receipt of the funds from the Tax  
19 Collector, the Director of Finance ~~and Administration~~ shall  
20 credit the Sports Complex Capital Maintenance Enterprise  
21 Fund~~Convention Development Trust Fund~~ created under Section  
22 111.136605 with the total amount so received. The funds shall  
23 be expended as provided in this Chapter and Section 111.136605.

24 **Section 7. Deleting Section 111.605 (Convention**  
25 **Development Trust Fund), Part 6 (Economic and Community Development),**  
26 **Chapter 111 (Special Revenue and Trust Accounts), Ordinance Code.**

27 Section 111.605 (Convention Development Trust Fund), Part 6 (Economic  
28 and Community Development), Chapter 111 (Special Revenue and Trust  
29 Accounts), *Ordinance Code*, is hereby deleted in its entirety as  
30 follows:

31 **CHAPTER 111 - SPECIAL REVENUE AND TRUST ACCOUNTS**

\* \* \*

**PART 6. - ECONOMIC AND COMMUNITY DEVELOPMENT**

\* \* \*

~~**Sec. 111.605. - Convention Development Trust Fund.**~~

~~There is hereby created the Convention Development Trust Fund, a permanent trust fund of the City into which shall be paid all monies received from the Tax Collector as proceeds of the Convention Development Tax levied pursuant to Chapter 764. The funds in the Convention Development Trust Fund shall be expended in accordance with Section 764.104. The Director of Finance and Administration is authorized and directed to make disbursement from the fund as appropriated by the Council or as otherwise provided by State law.~~

**Section 8. Waiving Section 123.102 (Fees Established), Chapter 123 (Public Fees), Ordinance Code.** The City hereby waives the provisions of Section 123.102 (Fees Established), Chapter 123 (Public Fees), *Ordinance Code*, for any Fire and Rescue, Planning and Development, and Public Works fees related to the Project that may be lawfully waived.

**Section 9. Waiving Certain Provisions of Section 320.409 (Schedule of Permit Fees), Part 4 (Permits), Chapter 320 (Construction Regulations and Building Codes), Ordinance Code.** The City hereby waives the provisions of Section 320.409 (Schedule of Permit Fees), Part 4 (Permits), Chapter 320 (Construction Regulations and Building Codes), *Ordinance Code*, for any City imposed permit fees related to the Project that may be lawfully waived.

**Section 10. Waiving Section 656.147 (Schedule of Fees), Subpart D (Zoning Exceptions, Variances and Waivers, Amendments to Final Order, Appeals of Written Interpretations of the Director and Appeals of Final Orders of the Commission), Part 1 (General Provisions), Chapter 656 (Zoning Code), Ordinance Code.** The City

1 hereby waives the provisions of Section 656.147 (Schedule of Fees),  
2 Subpart D (Zoning Exceptions, Variances and Waivers, Amendments to  
3 Final Order, Appeals of Written Interpretations of the Director and  
4 Appeals of Final Orders of the Commission), Part 1 (General  
5 Provisions), Chapter 656 (Zoning Code), *Ordinance Code*, for any City  
6 imposed zoning fees related to the Project.

7 **Section 11. Waiving Section 122.811 (Sales of tangible**  
8 **personal property; prohibition of sales to certain persons), Part 8**  
9 **(Tangible Personal Property), Chapter 122 (Public Property),**  
10 ***Ordinance Code*.** The City hereby waives the provisions of Section  
11 122.811 (Sales of tangible personal property; prohibition of sales  
12 to certain persons), Part 8 (Tangible Personal Property), Chapter 122  
13 (Public Property), *Ordinance Code*, to allow StadCo to coordinate the  
14 sale of any surplus City property in coordination with the  
15 construction of the Project.

16 **Section 12. Waiving Sections 126.904 (Funding) and 126.911**  
17 **(Schedule), Part 9 (Art in Public Places), Chapter 126 (Procurement**  
18 **Code), *Ordinance Code*.** Sections 126.904 (Funding) and 126.911  
19 (Schedule), Part 9 (Art in Public Places), Chapter 126 (Procurement  
20 Code), *Ordinance Code*, are hereby waived for the Project to remove  
21 the requirement to allocate a percentage of construction costs for a  
22 public facility to the Art in Public Places Trust Fund.

23 **Section 13. Treasury Regulation Compliance.** Pursuant to the  
24 Stadium Development Agreement relating to the Project, J JL is making  
25 the J JL Contribution towards the cost of construction of the Project.  
26 The City hereby expresses its official intent pursuant to Treasury  
27 Regulation Section 1.141-4(c)(3)(v) that the J JL Contribution will  
28 be allocated to costs of the Project funded by equity.

29 **Section 14. Directive to Place Procurement Process On File**  
30 **with the Legislative Services Division for Distribution to City**  
31 **Council.** The Chief of Procurement shall place on file with the City

1 Council Legislative Services Division for distribution to all members  
2 of the City Council, a copy of the agreed upon procurement process  
3 for hiring contractors to perform work or services and purchasing  
4 equipment and materials in connection with the Renovated Stadium  
5 required under Section 4.9 of the Amended and Restated Stadium Lease  
6 Agreement.

7 **Section 15. Requirement for Quarterly Updates to City**  
8 **Council Finance Committee.** The City Representative shall provide the  
9 City Council Finance Committee quarterly updates on the improvements  
10 during the Stadium Development until Substantial Completion.

11 **Section 16. Oversight Department.** The Department of Public  
12 Works and the City Representative (as defined in the Stadium  
13 Development Agreement) shall oversee the renovation, development and  
14 construction project described herein.

15 **Section 17. Contract Manager.** The Office of Sports and  
16 Entertainment will oversee the Agreements referenced herein.

17 **Section 18. Codification Instructions.** The Codifier and the  
18 Office of General Counsel are authorized to make all chapter and  
19 division "table of contents" consistent with the changes set forth  
20 herein. Such editorial changes and any other necessary changes to  
21 make the Ordinance Code consistent with the intent of this legislation  
22 are approved and directed herein, and the changes to the *Ordinance*  
23 *Code* shall be made forthwith and when inconsistencies are discovered.

24 **Section 19. Effective Date.** This Ordinance shall become  
25 effective upon signature by the Mayor or upon becoming effective  
26 without the Mayor's signature.

1 Form Approved:

2

3           /s/ Mary E. Staffopoulos          

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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