

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

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4
5 **ORDINANCE 2024-904**

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

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

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

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

1 TRUST FUND; PROVIDE PROVIDING A STATEMENT OF
2 INTENT TO COMPLY WITH TREASURY REGULATIONS;
3 PROVIDING FOR OVERSIGHT OF THE CONSTRUCTION
4 PROJECT BY THE DEPARTMENT OF PUBLIC WORKS AND
5 THE CHIEF ADMINISTRATIVE OFFICER OF THE CITY;
6 PROVIDING OVERSIGHT OF THE AGREEMENTS BY THE
7 SPORTS AND ENTERTAINMENT OFFICE; PROVIDING
8 CODIFICATION INSTRUCTIONS; PROVIDING AN
9 EFFECTIVE DATE.

10
11 **WHEREAS,** the City of Jacksonville (the "City") is the owner of
12 that certain facility currently known as "EverBank Stadium," and the
13 City leases EverBank Stadium to the Jacksonville Jaguars, LLC ("JJL"),
14 for its operation of the Jacksonville Jaguars NFL football team and
15 other businesses using the facility, pursuant to the terms and
16 conditions set forth in that certain lease between the parties, as
17 amended (the "Lease"); and

18 **WHEREAS,** the Stadium is nearing the expiration of its useful
19 life, and JJL desires and the City has agreed for JJL to renovate,
20 develop and construct on behalf of the City a "Stadium of the Future"
21 and extend the useful life of the Stadium by a minimum of thirty (30)
22 years (the "Facility"), to be owned by the City and leased to Jax
23 Stadium, LLC ("StadCo"), an affiliate of JJL, to host JJL's NFL Home
24 games and other uses as set forth in the Amended and Restated Stadium
25 Lease Agreement authorized hereby (the "Project"); and

26 **WHEREAS,** JJL and the City desire to construct the Project, as
27 contemplated by the Stadium Development Agreement (defined below);
28 and

29 **WHEREAS,** upon substantial completion of the Project, the terms
30 set forth in the Stadium Lease (defined below) for the use,
31 maintenance and operation of the Stadium of the Future shall become

1 operative, which terms authorize an initial 30-year term, with funding
2 for all maintenance and repair obligations the responsibility of JJL,
3 to be funded by JJL and the City as set forth in the Stadium Lease
4 (defined below); and

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

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

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

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

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

23 (b) The Project serves a paramount public purpose and will
24 greatly enhance the City and otherwise promote and further the
25 municipal purposes of the City.

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

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

29 The Agreements may include such additions, deletions and changes
30 as may be reasonable, necessary and incidental for carrying out the
31 purposes thereof, as may be acceptable to the Mayor, or her designee,

1 with such inclusion and acceptance being evidenced by execution of
2 the Agreements by the Mayor or her designee. No modification to the
3 Agreements may increase the financial obligations or the liability to
4 the City and any such modification shall be technical only and shall
5 be subject to appropriate legal review and approval of the Office of
6 General Counsel and all other appropriate action required by law.
7 "Technical" is herein defined as including, but not limited to,
8 changes in legal descriptions and surveys, descriptions of
9 infrastructure improvements and/or any road project, ingress and
10 egress, easements and rights of way, design standards, access and site
11 plan, which have no financial impact.

12 **Section 3. Right of First Offer on Future Development**

13 **Parcel.** The City hereby grants, subject to the terms and conditions
14 set forth in the Stadium Parking Agreement, a right of first offer
15 ("ROFO") in favor of StadCo for an approximately 4.96-acre parcel of
16 real property and an approximately 19,512 square foot parcel of real
17 property in the Shipyards property, and approximately 3.89 acres of
18 adjacent submerged lands, the exercise of which ROFO would initiate
19 a public disposition process through the DIA and Council. The term
20 of the ROFO shall commence August 1, 2026 and shall expire August 31,
21 2031, upon the terms and conditions as further described in the
22 Stadium Parking Agreement.

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

24 **Waived.** The provisions of Chapter 126, *Ordinance Code*, are hereby
25 waived for the Project, except that this section shall not waive any
26 portion of Chapter 126, *Ordinance Code*, pertaining to the Jacksonville
27 Small Emerging Business Program. Further, the City is authorized to
28 purchase directly certain items specified in the pricing proposals
29 for the construction materials and improvements for the Project. Said
30 items to be purchased shall be determined by the Chief of Procurement
31 with the advice of the Director of Public Works in accordance with

1 Section 5 of this Ordinance.

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

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

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

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

10 (c) The vendor/supplier shall invoice the City directly for
11 payment which shall be made directly by the City to the
12 vendor/supplier; and

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

16 (e) The City may provide Builders Risk Insurance to protect
17 against the loss of such items and to evidence the City's liability
18 therefore, or alternatively may require JJL's contractor to provide
19 insurance naming the City as the additional insured and direct loss
20 payee; and

21 (f) Acknowledgement of receipt of the item and approval of
22 payment shall be documented by an official of the City or an
23 authorized agent of the City.

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

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

29 **CHAPTER 764 - CONVENTION DEVELOPMENT TAX**

30 * * *

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

1 Monthly, the Tax Collector shall remit to the City
2 collections received by the Tax Collector from the tax, less
3 costs of administration. Upon receipt of the funds from the Tax
4 Collector, the Director of Finance ~~and Administration~~ shall
5 credit the Sports Complex Capital Maintenance Enterprise
6 Fund~~Convention Development Trust Fund~~ created under Section
7 111.136~~605~~ with the total amount so received. The funds shall
8 be expended as provided in this Chapter and Section 111.136~~605~~.

9 **Section 7. Deleting Section 111.605 (Convention**
10 **Development Trust Fund), Part 6 (Economic and Community Development),**
11 **Chapter 111 (Special Revenue and Trust Accounts, Ordinance Code.**
12 Section 111.605 (Convention Development Trust Fund), Part 6 (Economic
13 and Community Development, Chapter 111 (Special Revenue and Trust
14 Fund Accounts, *Ordinance Code*, is hereby deleted in its entirety as
15 follows:

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

17 **PART 1 - PARKS, RECREATION, CULTURE AND ENTERTAINMENT**

18 * * *

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

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

29 **Section 8. Waiving Section 123.102 (Fees Established),**
30 **Chapter 123 (Public Fees), Ordinance Code.** The City hereby waives
31 the provisions of Section 123.102 (Fees Established), Chapter 123

1 (Public Fees), *Ordinance Code*, for any Fire and Rescue, Planning and
2 Development, and Public Works fees related to the Project that may
3 be lawfully waived.

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

11 **Section 10. Waiving Section 656.147 (Schedule of Fees),**
12 **Subpart D (Exceptions, variances and waivers, amendments to Final**
13 **Order, Appeals of Written Interpretations of the Director and Appeals**
14 **of Final orders of the Commission), Part 1 (General Provisions),**
15 **Chapter 656 (Zoning Code), *Ordinance Code*.** The City hereby waives
16 the provisions of Section 656.147 (Schedule of Fees), Subpart D
17 (Exceptions, variances and waivers, amendments to Final Order,
18 Appeals of Written Interpretations of the Director and Appeals of
19 Final orders of the Commission), Part 1 (General Provisions), Chapter
20 656 (Zoning Code), *Ordinance Code*, for any City imposed zoning fees
21 related to the Project.

22 **Section 11. Waiving Section 122.811 (Sales of tangible**
23 **personal property; prohibition of sales to certain persons), Part 8**
24 **(Tangible Personal Property), Chapter 122 (Public Property),**
25 ***Ordinance Code*.** The City hereby waives the provisions of Section
26 122.811 (Sales of tangible personal property; prohibition of sales
27 to certain persons), Part 8 (Tangible Personal Property), Chapter 122
28 (Public Property), *Ordinance Code*, to allow JJL to coordinate the
29 sale of any surplus City property in coordination with the
30 construction of the Project.

31 **Section 12. Waiving Sections 126.904 (Funding) and 126.911**

1 **(Schedule), Part 9 (Art in Public Places), Chapter 126 (Procurement**
2 **Code), Ordinance Code.** Sections 126.904 (Funding) and 126.911
3 (Schedule), Part 9 (Art in Public Places), Chapter 126 (Procurement
4 Code), *Ordinance Code*, are hereby waived for the Project to remove
5 the requirement to allocate a percentage of construction costs for a
6 public facility to the Arts in Public Places Trust Fund.

7 **Section 13. Treasury Regulation Compliance.** Pursuant to the
8 Stadium Development Agreement relating to the Project, JJJ is making
9 the JJJ Contribution towards the cost of construction of the Project.
10 The City hereby expresses its official intent pursuant to Treasury
11 Regulation section 1.141-4(c)(3)(v) that the JJJ Contribution will
12 be allocated to costs of the Project funded by equity.

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

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

19 **Section 16. Codification Instructions.** The Codifier and the
20 Office of General Counsel are authorized to make all chapter and
21 division "table of contents" consistent with the changes set forth
22 herein. Such editorial changes and any other necessary changes to
23 make the Ordinance Code consistent with the intent of this legislation
24 are approved and directed herein, and the changes to the *Ordinance*
25 *Code* shall be made forthwith and when inconsistencies are discovered.

26 **Section 17. Effective Date.** This Ordinance shall become
27 effective upon signature by the Mayor or upon becoming effective
28 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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