

1 Introduced by Council President at the request of the Mayor:  
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3

4 **ORDINANCE 2024-904**

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

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

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

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

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

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

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

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

28 **WHEREAS**, upon substantial completion of the Project, the terms  
29 set forth in the Stadium Lease (defined below) for the use,  
30 maintenance and operation of the Stadium of the Future shall become  
31 operative, which terms authorize an initial 30-year term, with funding

1 for all maintenance and repair obligations the responsibility of JJL,  
2 to be funded by JJL and the City as set forth in the Stadium Lease  
3 (defined below); and

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

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

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

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

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

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

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

31 **Section 2. Execution of Agreements.** The Mayor, or her

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

28 The Agreements may include such additions, deletions and changes  
29 as may be reasonable, necessary and incidental for carrying out the  
30 purposes thereof, as may be acceptable to the Mayor, or her designee,  
31 with such inclusion and acceptance being evidenced by execution of

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

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

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

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

23 **Waived.** The provisions of Chapter 126, *Ordinance Code*, are hereby  
24 waived for the Project, except that this section shall not waive any  
25 portion of Chapter 126, *Ordinance Code*, pertaining to the Jacksonville  
26 Small Emerging Business Program. Further, the City is authorized to  
27 purchase directly certain items specified in the pricing proposals  
28 for the construction materials and improvements for the Project. Said  
29 items to be purchased shall be determined by the Chief of Procurement  
30 with the advice of the Director of Public Works in accordance with  
31 Section 5 of this Ordinance.

1           **Section 5.           Requirements for Items to be Purchased.** Whenever  
2 items to be used in such construction projects are to be purchased  
3 directly by the City pursuant to this Ordinance, the following  
4 requirements shall be met:

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

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

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

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

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

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

23           **Section 6.           Amending Section 764.103 (Remittance of Tax to**  
24 **City), Chapter 764 (Convention Development Tax), Ordinance Code.**  
25 Section 764.103 (Remittance of tax to City), Chapter 764 (Convention  
26 Development Tax), *Ordinance Code*, is hereby amended to read as  
27 follows:

28                           **CHAPTER 764 - CONVENTION DEVELOPMENT TAX**

29   \* \* \*

30           **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  
7 111.136605 with the total amount so received. The funds shall  
8 be expended as provided in this Chapter and Section 111.136605.

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 the  
31 provisions of Section 123.102 (Fees Established), Chapter 123 (Public

1 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/ John Sawyer

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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