

1 Introduced by Council President at the request of the Mayor and  
2 amended by the Finance Committee:

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5 **ORDINANCE 2021-495-E**

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

9 (1) AMENDMENT NUMBER 15 TO THE LEASE AMONG THE  
10 CITY OF JACKSONVILLE AND THE JACKSONVILLE  
11 JAGUARS, LLC ("JJL") ("AMENDMENT 15") WHICH  
12 AMENDMENT 15 PROVIDES FOR: (1) THE DESIGN,  
13 CONSTRUCTION, OWNERSHIP, USE, MANAGEMENT,  
14 OPERATIONS, COSTS, AND FINANCING OF A SPORTS  
15 PERFORMANCE CENTER (THE "FACILITY"); AND (2)  
16 AMENDS AND RESTATES THE LEASE AGREEMENT  
17 BETWEEN THE CITY AND JJL FOR THE USE,  
18 OPERATION AND MAINTENANCE OF THE COVERED FLEX  
19 FIELD; AUTHORIZING APPROVAL OF TECHNICAL  
20 AMENDMENTS BY THE MAYOR OR HIS DESIGNEE;  
21 WAIVING PROVISIONS OF CHAPTER 126,  
22 (PROCUREMENT CODE), *ORDINANCE CODE*, WITH  
23 RESPECT TO THE PROJECT, AND TO ALLOW THE CITY  
24 TO DIRECTLY PURCHASE CERTAIN ITEMS SPECIFIED  
25 IN AMENDMENT 15; ESTABLISHING REQUIREMENTS FOR  
26 ITEMS TO BE PURCHASED; WAIVING SECTION  
27 123.102, (PUBLIC FEES), *ORDINANCE CODE*, TO  
28 WAIVE FIRE AND RESCUE DEPARTMENT, PLANNING AND  
29 DEVELOPMENT DEPARTMENT AND DEPARTMENT OF  
30 PUBLIC WORKS FEES IN CONNECTION WITH THE

1 PROJECT; WAIVING CERTAIN PROVISIONS OF SECTION  
2 320.409, (CONSTRUCTION REGULATIONS AND  
3 BUILDING CODES, GENERAL PROVISIONS, SCHEDULE  
4 OF PERMIT FEES) *ORDINANCE CODE*, FOR CITY  
5 RELATED PERMITTING FEES; WAIVING SECTION  
6 656.147, (ZONING CODE, SUBPART D, ZONING  
7 EXCEPTIONS, VARIANCES AND WAIVERS, AMENDMENTS  
8 TO FINAL ORDER, APPEALS OF WRITTEN  
9 INTERPRETATIONS OF THE DIRECTOR AND APPEALS OF  
10 FINAL ORDERS OF THE COMMISSION, SCHEDULE OF  
11 FEES) *ORDINANCE CODE*, TO WAIVE CITY RELATED  
12 ZONING FEES; WAIVING SECTION 122.811(A) (SALES  
13 OF TANGIBLE PERSONAL PROPERTY; PROHIBITION OF  
14 SALES TO CERTAIN PERSONS), *ORDINANCE CODE*, TO  
15 ALLOW SALE OF ANY SURPLUS CITY PROPERTY;  
16 PROVIDING A STATEMENT OF INTENT TO COMPLY WITH  
17 TREASURY REGULATIONS; PROVIDING FOR OVERSIGHT  
18 OF THE CONSTRUCTION PROJECT BY THE DEPARTMENT  
19 OF PUBLIC WORKS AND THE CHIEF ADMINISTRATIVE  
20 OFFICER OF THE CITY; PROVIDING OVERSIGHT OF  
21 THE AGREEMENTS BY THE SPORTS AND ENTERTAINMENT  
22 OFFICE; PROVIDING AN EFFECTIVE DATE.

23  
24 **WHEREAS**, the City of Jacksonville (the "City") is the owner of  
25 that certain facility currently known as "TIAA Bank Field," and the  
26 City leases TIAA Bank Field to the Jacksonville Jaguars, LLC  
27 ("JJL"), for its operation of the Jacksonville Jaguars NFL football  
28 team and other businesses using the facility, pursuant to the terms  
29 and conditions set forth in that certain lease between the parties,  
30 as amended (the "Lease"); and

31 **WHEREAS**, JJL desires and the City has agreed for JJL to

1 construct on behalf of the City the Sports Performance Center (the  
2 "Facility"), to be owned by the City and leased to J JL, or its  
3 subsidiary, comprised of an approximately 127,087 square foot  
4 facility to be used in part for executive offices, coaches offices,  
5 football support offices, scouts offices, equipment room, meeting  
6 rooms, weight training and medical facilities, an indoor practice  
7 field, and two outdoor natural-grass fields, with approximately  
8 2,300 seat bleachers, a team store, concession facilities and other  
9 ancillary improvements as further described in Amendment 15  
10 (collectively, the "Project"); and

11 **WHEREAS**, J JL and the City desire to construct the Project, as  
12 contemplated by Amendment 15; and

13 **WHEREAS**, upon substantial completion of the Project, the lease  
14 terms set forth in Amendment 15 for the use, maintenance and  
15 operation of the Facility shall become operative, which terms  
16 authorize an initial 30-year term, with two (2) ten (10) year  
17 extension options, with all maintenance and repair obligations the  
18 responsibility of the tenant; and

19 **WHEREAS**, the estimated cost of the Project is One Hundred  
20 Twenty Million Dollars (\$120,000,000), of which the City  
21 Contribution will be the lesser of one half of the costs of the  
22 Project or the not-to-exceed amount of Sixty Million Dollars  
23 (\$60,000,000) (the "City Contribution") with J JL's contribution  
24 anticipated to be \$60,000,000 (the "J JL Contribution"), with J JL  
25 being responsible for all cost overruns, and any project savings  
26 being shared equally between J JL and the City, and the City agrees  
27 to provide the initial funding for the City Contribution from the  
28 issuance of fixed-rate debt and/or from its Commercial Paper  
29 Facility (the "Notes"), pursuant to the terms and conditions set  
30 forth in Amendment 15; and

31 **WHEREAS**, City intends to refinance the Notes with fixed rate

1 debt; now therefore

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

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

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

6 (b) The Project will greatly enhance the City and otherwise  
7 promote and further the municipal purposes of the City.

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

14 **Section 2. Execution of Agreements.** The Mayor, or his  
15 authorized designee, and Corporation Secretary are hereby  
16 authorized to execute and deliver (a) an Amendment 15 to Lease by  
17 and among the City of Jacksonville and JJJ, substantially in the  
18 form **Revised On File** with the Legislative Services Division, and  
19 (b) an Amended and Restated Covered Flex Field Lease agreement  
20 between the City and JJJ substantially in the form **Revised On File**  
21 with the Legislative Services Division, with such "technical"  
22 changes as herein authorized. Amendment 15 and the Amended and  
23 Restated Covered Flex Field Lease are collectively referred to as  
24 the "Agreements".

25 The Agreements may include such additions, deletions and  
26 changes as may be reasonable, necessary and incidental for carrying  
27 out the purposes thereof, as may be acceptable to the Mayor, or his  
28 designee, with such inclusion and acceptance being evidenced by  
29 execution of the Agreement by the Mayor or his designee. No  
30 modification to the Agreement may increase the financial obligations  
31 or the liability to the City and any such modification shall be

1 technical only and shall be subject to appropriate legal review and  
2 approval of the Office of General Counsel and all other appropriate  
3 action required by law. "Technical" is herein defined as including,  
4 but not limited to, changes in legal descriptions and surveys,  
5 descriptions of infrastructure improvements and/or any road project,  
6 ingress and egress, easements and rights of way, performance  
7 schedules (provided that no performance schedule may be extended for  
8 greater than one year without Council approval), design standards,  
9 access and site plan, which have no financial impact.

10 **Section 3. Chapter 126 (Procurement Code), Ordinance Code**

11 **Waived.** The provisions of Chapter 126, Ordinance Code, are hereby  
12 waived for the Project, except that this section shall not waive  
13 any portion of Chapter 126, Ordinance Code, pertaining to the  
14 Jacksonville Small Emerging Business Program. Further, the City is  
15 authorized to purchase directly certain items specified in the  
16 pricing proposals for the construction materials and improvements  
17 for the Project. Said items to be purchased shall be determined by  
18 the Chief of Procurement with the advice of the Director of Public  
19 Works in accordance with Section 5 of this Ordinance.

20 **Section 4. Requirements for Items to be Purchased.**

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

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

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

28 (c) The vendor/supplier shall invoice the City directly for  
29 payment which shall be made directly by the City to the  
30 vendor/supplier; and

31 (d) The City's Purchase Order or other document shall clearly

1 state the purchase is exempt from Sales Tax pursuant to the City's  
2 Sale and Use Tax Exemption Certificate; and

3 (e) The City may provide Builders Risk Insurance to protect  
4 against the loss of such items and to evidence the City's liability  
5 therefore, or alternatively may require J JL's contractor to provide  
6 insurance naming the City as the additional insured and direct loss  
7 payee; and

8 (f) Acknowledgement of receipt of the item and approval of  
9 payment shall be documented by an official of the City or an  
10 authorized agent of the City.

11 **Section 5. Section 123.102 (Public Fees), Ordinance Code**  
12 **Waived.** The City hereby waives the provisions of Section 123.102,  
13 *Ordinance Code*, for any Fire and Rescue, Planning and Development,  
14 and Public Works fees related to the Project.

15 **Section 6. Section 320.409 (Constructions Regulations and**  
16 **Building Codes, General Provisions, Schedule of Permit Fees),**  
17 **Ordinance Code Waived.** The City hereby waives the provisions of  
18 Section 320.409, *Ordinance Code*, for any City imposed permit fees  
19 related to the Project that may be lawfully waived.

20 **Section 7. Section 656.147 (Zoning Code, Subpart D,**  
21 **Zoning Exceptions, Variances and Waivers, Amendments to Final**  
22 **Order, Appeals of Written Interpretations of the Director and**  
23 **Appeals of Final orders of the Commission, Schedule of Fees),**  
24 **Ordinance Code Waived.** The City hereby waives the provisions of  
25 Section 656.147, *Ordinance Code*, for any City imposed zoning fees  
26 related to the Project.

27 **Section 8. Section 122.811(a) (Sales of tangible personal**  
28 **property; prohibition of sales to certain persons.), Ordinance Code**  
29 **Waived.** The City hereby waives the provisions of Section  
30 122.811(a), *Ordinance Code*, to allow J JL to coordinate the sale of

1 any surplus City property in coordination with the construction of  
2 the improvements.

3       **Section 9. Treasury Regulation Compliance.** Pursuant to  
4 Amendment 15 relating to the Project, JJJL is making the JJJL  
5 Contribution towards the cost of construction of the Project. The  
6 JJJL Contribution is currently expected to be approximately \$60  
7 million, as the same may be modified by Amendment 15. The City  
8 hereby expresses its official intent pursuant to Treasury  
9 Regulation section 1.141-4(c)(3)(v) that such JJJL Contribution will  
10 be allocated to costs of the Project funded by equity.

11       **Section 10. Oversight Department.** The Department of Public  
12 Works and the Chief Administrative Officer shall oversee the  
13 construction project described herein.

14       **Section 11. Contract Manager.** The Division of Sports and  
15 Entertainment will oversee the Agreements referenced herein.

16       **Section 12. Effective Date.** This Ordinance shall become  
17 effective upon signature by the Mayor or upon becoming effective  
18 without the Mayor's signature.

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20 Form Approved:

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22           /s/ Margaret M. Sidman          

23 Office of General Counsel

24 Legislation Prepared By: John Sawyer

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