



Ordinance 25-67

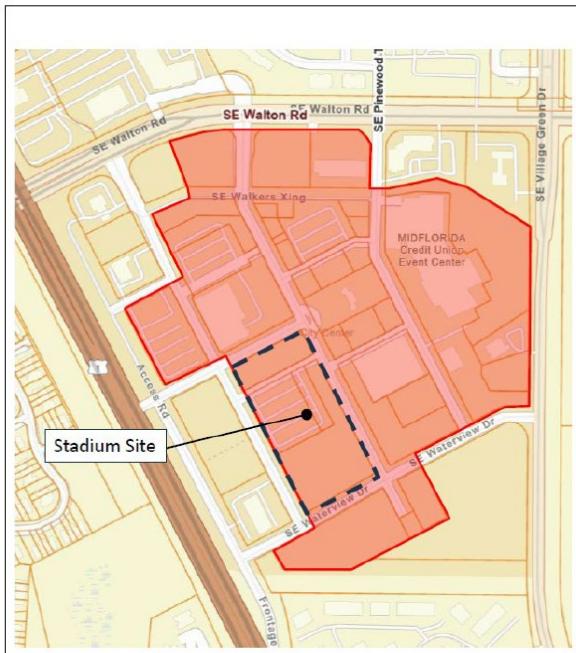
Stadium Operating Agreement between the City of Port St. Lucie, Port St. Lucie Community Redevelopment Agency, and Ebenezer Stadium Operations, LLC

Jennifer Davis, CRA Director
November 4, 2025

Recommended Action

Consider entering into a Stadium Operating Agreement with the Port St. Lucie Community Redevelopment Agency and Ebenezer Stadium Operations, LLC, for the operation of a stadium on a portion of property located within Walton & One.

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37, CITY CENTER 1ST REPLAT, according to the map or plat thereof, as recorded in Plat Book 60, Page(s) 16 through 21, of the Public Records of St. Lucie County, Florida.



Walton & One Property
Existing Land



Lots 33, 34, 35 and 36, CITY CENTER 1ST REPLAT, according to the map or plat thereof, as recorded in Plat Book 60, Page(s) 16 through 21, of the Public Records of St. Lucie County, Florida, together with that portion of SE Founders Lane extending from the easterly right of way line of SE First Street to the westerly right of way line of SE Main Street.



Walton & One
Stadium Site



Stadium Operating Agreement

Parties:

- City of Port St. Lucie (“City”)
- Port St. Lucie Community Redevelopment Agency (“Agency”)
- Ebenezer Stadium Operations, LLC (“Operator”)

Site:

5.92 +/- acres of land within Walton & One, comprised of Lots 33, 34, 35 and 36 of City Center, 1st Replat (“Stadium Land”)

Term:

Initial Term is for 50 years; Renewal Term Option for an additional 25 years

Use:

Operator will be granted a License to operate, manage and use the Stadium

Stadium Operating Agreement (cont'd)

Taxes:

Operator must pay all taxes, assessments, licenses and charges related to the Stadium Land, Stadium, Operator Personal Property or Operations

Purchase Option:

Operator will have an option to purchase the Stadium Land during the Initial Term of the Stadium Operating Agreement

Right of First Refusal:

Operator will be offered Right of First Refusal should an outside party approach the City to purchase the Stadium Land

Surrender of Stadium:

Operator shall surrender the Stadium to the City at the termination of the Stadium Operating Agreement, if the Purchase Option is not exercised

Stadium Operating Agreement (cont'd)

- Operator **may not file or place a lien of any kind** upon the Stadium or Stadium Land
- Operator will be able to **complete Alterations** on the Stadium with threshold provisions
- Operator must establish and maintain a **Capital Reserve Fund** for Capital Maintenance and Repairs during the term of the Stadium Operating Agreement, with required minimum balances and obligations tied thereto
- Operator will be required to establish a **Capital Asset Management Plan** ("CAMP") within five (5) years of operating to identify future Capital Maintenance and Repairs and will be required to provide **independent facility assessments** on the Stadium during the term of the Stadium Operating Agreement

Stadium Operating Agreement (cont'd)

- City and Agency will have approval of Stadium Naming Rights and shall share in revenues associated with any sponsorship and promotional rights for the Stadium
- City will be granted 24 Event Days (“City Events”) per year, with an agreed upon schedule in place by September 30th of each year
- City will retain all ticket and parking revenues associated with City Events
- Operator will retain all ticket, parking and concessionaire revenues associated with Stadium Events
- Operator will be required to donate a minimum of 150 tickets annually for Team Home Games to up to five (5) charitable organizations in St. Lucie County
- City will be granted use of a suite or similar seating annually, and will be provided ten (10) tickets to field level seats and parking passes

Stadium Operating Agreement (cont'd)

- City shall grant the Operator a Parking License for use of the Parking Licensed Premises, which may be amended over time
- In addition to traffic studies required during the development process, the Operator must develop and implement a Traffic Management Plan and a Security Plan for Stadium Events and must work with the Port St. Lucie Police Department in advance of any events on establishing the necessary personnel to provide such services or implement such plans
- Operator must reimburse the Port St. Lucie Police Department for all costs associated with implementing the Traffic Management Plan and Security Plan
- Operator and sub-consultants must maintain acceptable levels of insurance as identified in the Stadium Operating Agreement
- Operator must comply with all USL Rules and Regulations

Staff Recommendation

Staff recommends the City Council approve Ordinance 25-67.



Questions?

Jennifer Davis, CRA Director
November 4, 2025