



November 26, 2025

Lisa MacClugage, Esq.

Tripp Scott

Sent via Email to Avoid Delay at ldm@trippscott.com

Re: Response ("Response") to Courtesy Notice for Immediate Release of Lien Recorded on July 12, 2024 in St. Lucie County OR Book 5177 Page 1440 ("Notice")

Dear Ms. MacClugage,

I am in receipt of your Notice dated November 19, 2025. As to the request in your Notice, there is no legal mechanism for the City to instantaneously consider and respond in the form it was presented. That notwithstanding, I can assist you in facilitating a request such that the City can properly consider it. Please note that, based on the history of litigation between the parties, the content of your Notice, and in an abundance of caution, the City reserves all legal rights and remedies available. This Response is not a rejection of your request or any indication on the merits of your request, rather, it is intended to help you comply with the legally required steps for the remedy you seek.

As an initial note and brief aside, I disagree with almost every assertion in your Notice. Rather than describe each disagreement in detail, I will plainly highlight the fact that three levels of the judiciary have disagreed with and foreclosed upon your asserted view of the underlying. You, your firm, or your client have recounted this view to others as if it were fact (*i.e.*, recounting your narrative to Representative Overdorf, prompting him to send a letter to the Attorney General based on that view). Enclosed are Representative Overdorf's letter and the Attorney General's Office's Opinion resulting from your communications, which were attachments to your Notice (also enclosed).

The City has the utmost respect for Representative Overdorf and the Attorney General's Office and it is unfortunate that their energy and efforts were spent without the benefit of having a complete picture. Nonetheless, the AGO is clear it was based only on the limited information presented. For full transparency, Representative Overdorf and the Attorney General's Office are being copied on this Response.

Now on to your request. In your Notice you requested that the City, City Council Members, and I release a lien you contend was recorded on July 12, 2024 ("the Lien"). As your citation to

Ordinance 25-18 in your Notice suggests, you are aware that your request is governed by City Code of Ordinances, Section 37.09(b). Section 37.09(b), states that only City Council can execute a release of the Lien. As you know, official actions of a governing board must occur at duly noticed public meetings. § 286.011(1), Fla. Stat. Your emails to individual Council members requesting relief appear to be asking them to violate applicable Florida Law.

Further, not only was your Notice, as sent directly to members of City Council, as well as the City Manager, not effective, but it was also an improper communication. As you are aware, Florida Rule Regulating the Bar 4-4.2, prohibits an attorney from “communicat[ing] about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer.” Particularly where your Notice contained not-so-veiled threats of personal liability and legal action, this is no doubt the type of communication to which Rule 4-4.2 is intended to prohibit. I trust that you will direct all future communications, outside of public meetings, to me.

Despite these deficiencies, your request to release the Lien is noted, and I will assist in facilitating your request through the proper channels. In the spirit of cooperation and the commitment the City has demonstrated throughout the underlying dispute with your client, I will facilitate the placement of your request on a City Council agenda so that you may properly petition the City Council for the release that you seek.

Given the upcoming holiday season and the impact on the City Council meeting schedule, the first available meeting options in which I can reasonably place this item are: (1) January 26, 2026 at 6:00 p.m.; February 9, 2026 at 1:00 p.m.; and February 23, 2026 at 6:00 p.m. Please confirm with me which date works for you and your client, and I will advise when the item is placed on the agenda.

As has been the case throughout the course of our clients’ interactions over the past few years, the City remains open to communication and discussions. Therefore, if you have any additional questions or concerns, please do not hesitate to reach out.

Best,



Richard Berrios

Encl.

cc via email:

Representative Tobin R. Overdorf – State Representative,
District 85 (Toby.Overdorf@FLHouse.gov)

cc via USPS First Class Mail:

Greg Slempp, Esq. – Office of the Attorney General
Collins Building
107 West Gaines Street
Tallahassee, FL 32399

TRIPP SCOTT

ATTORNEYS AT LAW

Lisa D. MacClugage
Direct line: 954-765-2904
Email: ldm@trippscott.com

November 19, 2025

City Mayor Shannon Martin (mayor@cityofpsl.com)
City Councilwoman Jolien Caraballo (Jolien.Caraballo@cityofpsl.com)
City Councilwoman Stephanie Morgan (MLorenzo@cityofpsl.com)
City Councilman David Pickett (David.Pickett@cityofpsl.com)
City Councilman Anthony Bonna, Sr. (Anthony.Bonna@cityofpsl.com)
City Attorney Richard Berrios (rberrios@cityofpsl.com)
City Manager Jesus Merejo (cmo@cityofpsl.com)

City of Port St. Lucie
121 SW Port St Lucie Blvd.
Port St. Lucie, FL 34984

Re: Courtesy Notice for Immediate Release of Lien Recorded on July 12, 2024 in St. Lucie County OR Book 5177 Page 1440

Dear Madams and Messers:

Please be advised that the undersigned law firm represents Red Apple St. Lucie, LLC (“Red Apple”) regarding this courtesy notice requesting the immediate release of lien recorded on July 12, 2024 in St. Lucie County OR Book 5177 Pages 1440-1445 (“Lien”) (*see* Lien enclosed herein), in that said Lien violates Florida law. Significant to the understanding of this matter is the fact that Red Apple’s property located at 300 NW Cashmere Boulevard, Port St. Lucie, FL 34986 (“Property”) houses the Florida Public Charter School, Renaissance Charter School at St. Lucie, under the governance of the Florida Public Charter School Law, Florida Statute 1002.33.

As background, on July 11, 2024, the City of Port St. Lucie’s Special Magistrate issued the Order Denying Motion to Stay Enforcement of Order; and Order Denying Motion for Continuance; and Order Certifying and Imposing Fine (“July 11, 2024 Order”) against Red Apple, which was subsequently recorded in the St. Lucie County OR Book 5177 Pages 1440-1445 creating a Lien on Red Apple’s Property. This Lien arose from an enforcement fine imposed against Red Apple under the Port St. Lucie Code of Ordinances, Section 37, which Lien runs in favor of the City of Port St. Lucie Council. On August 15, 2024, Red Apple paid, under protest, the \$20,000.00 fine imposed by the July 11, 2024 Order, and requested that the Lien be released. At the time, the City refused to release the Lien.

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

The legal grounds which define the Lien as a violation of law is the applicable newly amended Section 1002.33(18)(a)(2.) enacted by Florida Legislature on or about July 1, 2025. It is pursuant to this Florida law that constitutes the basis for compelling Red Apple to provide you with this courtesy notice that in order for the City to be compliant with Florida law, the Lien must be immediately released by you. Section 1002.33(18)(2.) specifically provides:

The local governing authority may not adopt, impose, or enforce any local building requirements, site-development restrictions, or operational requirements that impact parking and site-size criteria, student enrollment and capacity, hours of operation, and occupant load:

- a. That are addressed by and more stringent than those found in the State Requirements for Educational Facilities of the Florida Building Code; or
- b. That are not uniformly imposed or enforced by the local governing authority upon public schools with the jurisdiction of the local governing authority.

Accordingly, based on this Florida Statute, the July 11, 2024 Order violates Florida law and is unenforceable, thereby rendering the Lien in violation of Florida law and unenforceable.

The unenforceability of the Lien is significantly supported by the legal opinion of the Attorney General. On August 28, 2025, Representative Toby Overdorf, Florida House of Representative, District 85, Stuart District Office, respectfully requested the Office of Florida Attorney General James Uthmeier to issue an opinion confirming that Section 1002.33(18)(a)(2.) prohibits the City of Port St. Lucie from enforcing enrollment restrictions upon the Renaissance Charter School based on outdated site plan projections that are more restrictive than the current state building code requirements, and that the City of Port St. Lucie's enforcement of such actions violate state law. (*See enclosed Representative Toby Overdorf August 28, 2025 Request for Attorney General opinion.*)

On October 6, 2025, the Attorney General Office responded to Representative Overdorf's legal opinion request on his specific question of Florida law. In the brief but dispositive legal opinion, the Attorney General concluded that Section 1002.33(18)(a)(2.) not only prevents a local governing authority from adopting or imposing new restrictions or requirements, but it also prevents them from enforcing existing restrictions or requirements. The Attorney General further legally opined that the plain meaning of the Florida Statute Section 1002.33(18)(a)(2.) applies to the instant situation and prohibits the City of Port St. Lucie's attempt to enforce the local site plan against Renaissance Charter School. (*See enclosed October 6, 2025 Attorney General opinion.*)

Florida courts, including the Florida Supreme Court, have consistently held that Attorney General opinions are persuasive in statutory construction and are entitled to be given weight in considering Florida Statutes. *See e.g., Hardee County v. FINR II, Inc.,*

221 So. 3d 1162 (Fla. 2017) citing *Betts*, 928 So. 2d at 1210; and *Causeway Lumber Co., Inc. v. Lewis et. al.*, 410 So. 2d 511 (Fla. 4th DCA 1982).

Pursuant to Florida Statute, applicable law, and the Attorney General's opinion, the Lien against Red Apple is unenforceable and invalid. Inaction on the part of the City of not releasing the unenforceable Lien can be construed as inaction in direct contradiction of Florida law and exposing the City and potentially its attorney and Council members to legal consequences.

In affording the City, its Council members, and the City Attorney the opportunity to come into compliance with Florida law without seeking court intervention, Red Apple is furnishing this courtesy notice to the City Council members and the City Attorney to immediately execute and record a Release of the Lien as set forth in City of Port St. Lucie Code of Ordinances, Sections 37.14 and 37.09, and as set forth in Ordinance 25-18, which was amended by this City Council on or about April 28, 2025. If the City, City Council members, and/or the City Attorney choose not to immediately release the unenforceable and invalid Lien pursuant to the City's own Ordinances, then you may be risking significant exposure to all parties, including the individual legal exposure outside of sovereign immunity protections.

Red Apple is confident that the City desires to comply with the law and its own Ordinances. Therefore, please provide the undersigned a copy of the recorded Release of Lien as soon as possible.

Please do not hesitate to contact me to discuss further if necessary. Thank you in advance for your immediate and corrective attention to this matter.

Very truly yours,



Lisa D. MacClugage
For the Firm

LDM/rlt

Enclosures

cc: Client