

AMENDMENT TO
CITY OF PORT ST. LUCIE IMPACT FEE MITIGATION AGREEMENT BETWEEN CITY OF PORT ST.
LUCIE, ACCEL INTERNATIONAL HOLDINGS, INC AND ACCEL FLORIDA, LLC

THIS AMENDMENT TO CITY OF PORT ST. LUCIE IMPACT FEE MITIGATION AGREEMENT ("Amendment") is executed as of the ____ day of November, 2022, by and among the City of Port St. Lucie, a Florida municipal corporation (the "City"), Accel International Holdings, Inc., a Florida Corporation (the "Company") and Accel Florida, LLC, a Florida Limited Liability Company (the "Owner/Landlord").

WITNESSETH:

WHEREAS, City, Company, and Owner/Landlord entered into that certain City of Port St. Lucie Impact Fee Mitigation Agreement on December 1, 2021, (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and acknowledged as complete and accurate by all parties; and

WHEREAS, the parties also acknowledge that the Property described in the Agreement has been replatted and the current legal description of the Property is Tract 1 and Tract 2 of Southern Grove Plat No. 32 as recorded in the Public Records of St. Lucie County, Florida in Plat Book 90, Page 12; and

WHEREAS, Company and Owner/Landlord agreed to create one hundred twenty-five new jobs in Port St. Lucie meeting the threshold requirements set forth in section 159.509(A)(1),(4) of the City's Code of Ordinances and remain in the City for a period of at least ten (10) years while maintaining certain job creation and salary commitments in exchange for an Economic Development Impact Fee Waiver; and

WHEREAS, Section 2 of the Agreement requires Company and/or Owner/Landlord to create 125 new jobs at certain salary levels in order to be entitled to impact fee mitigation; and

WHEREAS, the 9th Whereas clause of the Agreement sets forth the job creation milestone deadlines; and

WHEREAS, the first job creation milestone was on December 31, 2022, with new job creation concluding on December 31, 2025; and

WHEREAS, due to supply constraints in construction materials caused by the COVID-19 pandemic, the construction of the new manufacturing facility was delayed until the first quarter of 2022; and

WHEREAS, the parties agree to an amendment to modify the job creation milestones otherwise provided by the Agreement for the creation of 125 new jobs for a period of one year – so the first job creation milestone would be applicable for the 2023 calendar year (rather than

2022), with the remaining job creation schedule being extended by one year through 2026 (rather than 2025).

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City, Company and Owner/Landlord hereby enter into this Amendment.

1. **Modified Job Creation Schedule.** The Job Creation Schedule contained in the 9th Whereas clause of the Agreement is modified as follows:

<u>Year Ending</u>	<u>Number of New Jobs</u>
12/31/2023 22	60
12/31/2024 23	40
12/31/2026 25	25

2. **Additional Terms.** This Amendment shall be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly modified or amended hereby shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF PORT ST. LUCIE

Witness

Print Name: _____

By: _____

Russ Blackburn

City Manager

Witness

Print Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me **by means of** ☐ **physical presence or** ☐ **online notarization**, on this _____ day of _____, 2022, by Russ Blackburn, the City Manager of the City of Port St. Lucie, a Florida municipality. He is personally known to me.

Notary Public

Typed printed or stamped name of Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

James Stokes

City Attorney

ACCEL INTERNATIONAL HOLDINGS, INC.

Krista Martino
Witness
Print Name: Krista Martino

By: [Signature]
Tim Cummings,
Chief Financial Officer

Jashu M Broekstra
Witness
Print Name: Jashu M Broekstra

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

The foregoing instrument was acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, on this 16th day of November, 2022, by Tim Cummings, the Chief Financial Officer of Accel International Holdings, a Florida corporation who is either personally known to me [] or has produced his driver's license as identification.

Krista Martino
Notary Public

Typed printed or stamped name of Notary Public

Krista Martino
NOTARY PUBLIC, STATE OF CONNECTICUT
My Commission Expires July 31, 2024



ACCEL FLORIDA, LLC,

By: Tim Cummings

Tim Cummings,
Chief Financial Officer

Krista Martino
Witness
Print Name: Krista Martino

Joshua M Broekstra
Witness
Print Name: Joshua M Broekstra

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

The foregoing instrument was acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, on this 16th day of November, 2022, by Tim Cummings, the Chief Financial Officer of Accel Florida, LLC a Florida limited liability company, who is either personally known to me [] or has produced his driver's license as identification.

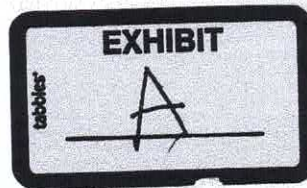
Krista Martino
Notary Public

Typed printed or stamped name of Notary Public

Krista Martino
NOTARY PUBLIC, STATE OF CONNECTICUT
My Commission Expires July 31, 2024



Prepared By:
City of Port St. Lucie
City Attorney's Office
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984



**IMPACT FEE MITIGATION AGREEMENT BETWEEN CITY OF PORT ST. LUCIE
AND ACCEL FLORIDA, LLC**

THIS IMPACT FEE MITIGATION AGREEMENT ("Agreement") is executed as of the 1st day of December 2021, by and among the City of Port St. Lucie, a Florida municipal corporation (the "City"), Accel International Holdings, Inc., (the "Company") and Accel Florida, LLC, a Florida limited liability company (the "Owner/Landlord").

WITNESSETH:

WHEREAS, it is the policy of the City to stimulate economic growth in the City of Port St. Lucie by attracting new businesses to the City of Port St. Lucie or by encouraging the expansion of existing businesses within the City of Port St. Lucie, or a combination thereof; and

WHEREAS, the creation of new employment opportunities for citizens of the City of Port St. Lucie and the increased tax revenues resulting from such business expansion or relocation within the City of Port St. Lucie is beneficial to the local economy and enhances the health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Chapter 159, Article V of the City of Port St. Lucie Code of Ordinances ("City's Code of Ordinances"), a copy of which is attached hereto and incorporated into this Agreement as **Exhibit "A,"** the City has established an Economic Development Impact Fee Mitigation Program for certain qualified target businesses in order to mitigate any real or perceived disadvantage occurring from the imposition of impact fees and to create permanent employment expansion opportunities for City citizens; and

WHEREAS, the Company currently manufactures cable and wire products, was established in 2002, and employs over 167 trade and professional employees, as well as management level executives; and

WHEREAS, the company is going to build a 150,000 s.f. manufacturing facility for the Company on a 10 acre parcel of land owned by the Owner/Landlord in the Tradition Commerce Park within the City of Port St. Lucie (the "Project") legally described on **Exhibit "B";** and

WHEREAS, after the manufacturing facility has been constructed by the Owner/Landlord, the Owner/Landlord will then lease it to the Company pursuant to a long-term Lease Agreement; and

WHEREAS, the Company, on behalf of and in conjunction with the

Owner/Landlord, has committed to locate or expand its business operations its qualified target industry business in the City of Port St. Lucie as evidenced by the Impact Fee Mitigation Application submitted by the Owner to the City; and

WHEREAS, as a result of the above-referenced Project, the Company will create new jobs in Port St. Lucie meeting the threshold requirements set forth in section 159.504(A)(1),(4) of the City's Code of Ordinances and remain in the City for a period of at least ten (10) years while maintaining certain job creation and salary commitments if the City provides to the Owner/Landlord an Economic Development Impact Fee Waiver; and

WHEREAS, City, Company, and Owner/Landlord desire to enter into this Agreement whereby Company and Owner/Landlord agreed to create one hundred and twenty-five new jobs in Port St. Lucie meeting the threshold requirements set forth in section 159.509(A)(1),(4) of the City's Code of Ordinances and remain in the City for a period of at least ten (10) years while maintaining certain job creation and salary commitments in exchange for an Economic Development Impact Fee Waiver. The company will create sixty jobs in year one (2022), forty jobs in year two (2023) and twenty-five jobs in year four (2025), for an aggregate of one hundred twenty five jobs; and

WHEREAS, the Owner/Landlord will be required to pay City impact fees in conjunction with the issuance of the building permits for the Project; and

WHEREAS, the Owner/Landlord, in conjunction with the Company, has been determined to be eligible to receive an Economic Development Impact Fee Waiver pursuant to section 159.504(A)(1),(4) of the City's Code of Ordinances by the City Manager and receive the waiver set forth in section 159.506(A)(1) of the City's Code of Ordinances; and

WHEREAS, the Owner/Landlord and the Company acknowledge that this Agreement shall be contingent upon the Company meeting the performance requirements as outlined in this Agreement; and

WHEREAS, the City finds and declares that it is in the public interest to award an Economic Development Impact Fee waiver to the Owner/Landlord, in conjunction with the Company's agreement to create new jobs in the City of Port St. Lucie, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City, Company and Owner/Landlord hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct hereby incorporated as forming the intent and purpose of this Agreement.
2. **Impact Fee Waiver.** Pursuant to the City of Port St. Lucie's Economic Development Impact Fee Mitigation Program and the Florida Statutes, the Owner/Landlord, in conjunction with the Company, is entitled to a waiver of up to \$437,500 in Port St. Lucie City mobility, parks, public buildings and law

enforcement impact fees for the Project ("Impact Fees"), based upon the Company's commitment to create one hundred and twenty-five new jobs meeting the threshold requirements set forth in section 159.504(A)(1)(4) of the City's Code of Ordinances (125 new jobs multiplied by \$3,500.00 for each new job per section 159.506(A)(1) of the City's Code of Ordinances. The impact fee waiver is limited to \$437,500, and the Company or Landlord/Owner will be required to pay any City impact fees exceeding the \$437,500 City impact fee waiver.

3. **Term.** This Agreement shall take effect upon execution by all parties and shall continue for a period of ten (10) years from the date of issuance of the certificate of occupancy for the Project, subject to the Company's compliance with the provisions of 159.504(A)(1),(4) of the City's Code of Ordinances and this Agreement.
4. **Performance Standards.** The Company, on behalf of the Owner/Landlord, shall provide the City with the following documentation for each year following the issuance of the certificate of occupancy for the Project and throughout the remainder of the term of this Agreement to confirm that the job creation and salary level commitments have been achieved as set forth in the Mitigation Application and section 159.504(A)(1),(4) of the City's Code of Ordinances:
 - a. Company's quarterly reports (UCT-6); and,
 - b. Total gross hours worked and total gross wages for all employees; and,
 - c. Total gross hours worked and total gross wages for top two wages earners.
5. **Criteria for Measuring Adequate Performance.** "New job" shall mean a full-time salaried employee, or a full-time equivalent (a "FTE") employee who works at least thirty-five (35) paid hours per week, created as a result of the Project. New jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project. New Jobs shall not include temporary or seasonal jobs associated with cyclical business activities, or to substitute permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the final inspection for the Project, and only if they result in a net increase in overall employment as a result of the Project. Jobs are not considered new if they moved from another geographical area outside of the City of Port St. Lucie to the location of the Project unless the relocated positions are back-filled with net new-to-Florida full time-equivalent jobs paying at least the

wage of the transferred position(s).

6. **Consequences for Nonperformance.** In the event the Company fails to meet the required Performance Standards set forth in this Agreement for any year during the ten (10) year period following the issuance of the certificate of occupancy for the Project, the Company shall be required to pay the waived impact fees on a pro rata basis for each year or partial year it is out of compliance. The Owner/Landlord agrees that the impact fees waived by the City shall constitute a lien on the property described in **Exhibit "B"** (the "Property"), whose priority shall relate back to the effective date of this Agreement regardless of the date of recordation, and shall be superior to all other liens on the Property except taxes (unless expressly subordinated by separate written agreement of the parties) and shall continue for ten (10) years from the date of issuance of the certificate of occupancy or until the impact fees waived are repaid. Should the Owner/Landlord or the Company be in default of this Agreement and the default is not cured within thirty (30) days after written notice to the Owner/Landlord and the Company, the City may bring a civil action to enforce this Agreement. In addition, the lien may be foreclosed or otherwise enforced by the City by legal action or suit in equity as for the foreclosure of a mortgage on real property. This remedy is cumulative with any other right or remedy available to the City.
7. **Limitation of Waiver and Assignability.** The waiver established by this Agreement is applicable only to the Project as described herein and located on the Property. The waiver is not transferable to any other property owned by the Owner/Landlord or the Company in the City of Port St. Lucie and shall not be transferable as a waiver for impact fees that are not specifically set forth in this Agreement. However, the Owner/Landlord may assign all or part of the waiver provided in this Agreement to a successor in title and interest to the Property, provided that the successor in title and interest agrees to assume the obligations of the Owner/Landlord to the City under this Agreement. The assignment will not be effective without the written consent of the City which consent will not be unreasonably withheld. Such assignment will be deemed approved within fifteen (15) days of written notice to the City by certified mail of the proposed assignment, unless the City provides its reasonable objection in writing to the Owner/Landlord within that time period. A copy of the assignment shall be provided by the Owner/Landlord to the City, at the address set forth in this Agreement, and the original assignment shall be recorded in the public records of St. Lucie County, Florida.
8. **Binding Effect.** This Agreement shall be binding upon the parties to this Agreement and their respective heirs, personal representatives, successors and assigns. In the

case of sale or transfer of the Property or Project or a portion of the Property or Project, the original Owner/Landlord and the Company shall remain jointly and severally liable for the impact fees waived until the Performance Standards set forth in this Agreement are satisfied or until the impact fees are paid in full. In addition, this Agreement shall run with the land described in **Exhibit "B"** and shall remain an encumbrance on the Property until the provisions set forth in this Agreement are satisfied.

9. **Release of Encumbrance.** Upon satisfactory completion of the Performance Standards set forth in this Agreement and ten (10) years after the date of the issuance of the certificate of occupancy for the Project, or upon payment of the waived impact fees, the City shall, at the expense of the City, record any necessary documentation evidencing the termination of the impact fee waiver encumbrance, including, but not limited to, a release of the encumbrance, and lien if any.
10. **Recordability of Agreement.** This Agreement shall be recorded by the Company at the expense of the Company in the Official Records of St. Lucie, Florida, within fifteen (15) days after execution of this Agreement by all parties.
11. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage prepaid, and addressed to the parties at the following addresses:

To the City:
City Manager
121 Port St. Lucie Blvd
Port St. Lucie, FL 34984
(772) 873-6374

With a Copy to:
City Attorney
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871-5294

To the Landlord/Owner :
Tim Cummings
Accel Florida, LLC

To the Company:
Anthony Oh
Accel International Holdings, Inc.

or to such address as the parties may from time to time specify by writing. Any

such notice may at any time be waived by the person entitled to receipt of such notice.

12. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
13. **Pronouns.** In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.
14. **Survival.** All covenants, agreements, representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
15. **Waivers.** Any waiver issued by City of any provision of this Agreement shall only be effective if issued in writing by City, and shall be specific, only to the particular matter concerned, and shall not apply to any other matters. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a future waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.
16. **Mediation.** In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties.
17. **Governing Law and Venue.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties agree that proper venue for any suit concerning this Agreement shall be St. Lucie County, Florida. The Owner/Landlord and the Company agree to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION

RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF PORT ST. LUCIE

J Padava
Witness
Print Name: Jasmin Padava

By: Russ Blackburn
Russ Blackburn
City Manager

C. F.
Witness
Print Name: Christina F.

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 17 day of December, 2021, by Russ Blackburn, the City Manager of the City of Port St. Lucie, a Florida municipality. He is personally known to me.

J Padava
Notary Public
Jasmin Padava
Typed printed or stamped name of Notary Public



JASMIN PADOVA
Commission # HH 199754
Expires January 25, 2026

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

James Stokes
James Stokes
City Attorney

COMPANY

Accel International Holdings, Inc.

By: Tim Cummings, CFO

Witness

Print Name: Joshua M. Broekstra

Witness

Print Name: Cathy Lorenzo

STATE OF Connecticut
COUNTY OF New Haven

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 1st day of December, 2021, by Tim Cummings as CFO for Accel International Holdings, Inc., a Florida corporation who is either personally known to me ☒ or has produced his driver's license as identification.

Joshua M. Broekstra
Notary Public

Joshua M. Broekstra
Typed printed or stamped name of Notary Public

Joshua M. Broekstra
Notary Public, State of Connecticut
My Commission Expires June 30, 2024

LANDLORD/OWNER:

Accel Florida, LLC, a Florida limited liability company

By: 

Tim Cummings, Chief Financial Office

Witness

Print Name: Cathy Lorenzo

Cathy Lorenzo

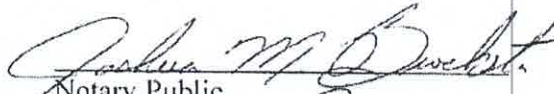
Witness

Print Name: Joshua M. Broekstra

STATE OF Connecticut)

COUNTY OF New Haven)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 1st day of December 2021, by Tim Cummings, as CFO for Accel Florida, LLC, a Florida limited liability company who is either personally known to me [☒ or has produced his driver's license as identification.

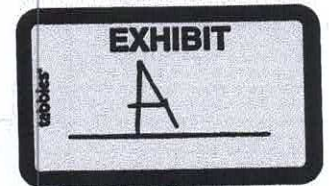


Notary Public

Joshua M. Broekstra

Typed printed or stamped name of Notary Public

Joshua M. Broekstra
Notary Public, State of Connecticut
My Commission Expires June 30, 2024



ARTICLE V. ECONOMIC DEVELOPMENT IMPACT FEE MITIGATION PROGRAM

Sec. 159.501. Short title, authority, and applicability.

- (A) This article shall be known and may be cited as the "Impact Fee Mitigation Ordinance."
- (B) The City of Port St. Lucie has authority to adopt this article pursuant to its home rule powers under its City Charter granted by Article VIII of the Constitution of the State of Florida and Chapter 166 Florida Statutes.
- (C) The City of Port St. Lucie has the power to enhance and expand economic activity in the City, including the authority to expend and use public funds toward achievement of the City's economic development goals.
- (D) Economic growth and the creation of high quality jobs is in the best interest of the health, safety and welfare of the citizens of the City.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.502. Purpose and intent.

- (A) Imposition of impact fees pursuant to Section 159 of this Code may place the City in a non-competitive position with other local governments that have chosen not to require growth to pay its fair share of needed capital facilities, thus hindering efforts by the City and the community to encourage economic development opportunities within the City and to create permanent employment expansion opportunities for the City's residents.
- (B) The purpose of the economic development impact fee mitigation program is to mitigate any real or perceived disadvantage occurring from the imposition of impact fees to certain Qualified Target Industry Businesses.
- (C) This program is not intended as an entitlement program. The program is intended to provide the City Council the opportunity, in its sole discretion, to grant impact fee mitigation to Qualified Target Industry Businesses.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.503. Definitions.

- (A) **Qualified Target Industry Business:** A new or expanding business in the City that has a positive economic and fiscal impact on the City and meets the requirements of F.S. § 288.106, or its statutory successor in function, as a qualified target industry business.
- (B) **Applicant:** Any person, company, research institute or business park developer that will house qualified target industry businesses.
- (C) **Locally Owned and Operated Small Business:** A Qualified Target Industry Business continually operated in the City for at least three years which is owned and operated by a St. Lucie, Martin, Indian River or Okeechobee County resident whose homestead is located in St. Lucie, Martin, Indian River or Okeechobee County, and which employs 50 or fewer employees.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.504. Eligibility.

- (A) To be eligible for an economic development impact fee waiver, an Applicant must meet the following requirements:
- (1) Qualify as a Qualified Target Industry Business and create a minimum of ten new jobs or a ten percent increase in existing employment (whichever is greater) with an average private sector wage (excluding benefits) of at least 107 percent of the City's average private sector wage (excluding the top two executive salaries) and provide a benefit package that includes health insurance and remain in the City for a minimum of ten years; or
 - (2) Qualify as a Qualified Target Industry Business and create a minimum of ten new jobs or a ten percent increase in existing employment (whichever is greater) with an average private sector wage (excluding benefits) of 100 percent of the City's average private sector wage (excluding the top two executive salaries) and make a capital investment in the City of \$10,000,000.00 or greater in construction, renovations, equipment purchases, or other major capital investment items and remain in the City for a minimum of ten years; or
 - (3) Qualify as a Locally Owned and Operated Small Business and create a minimum of ten new jobs with an average private sector wage (excluding benefits) of 100 percent of the City's average private sector wage (excluding the top two executive salaries) and provide a benefit package that includes health insurance and remain in the City for a minimum of ten years; and
 - (4) Enter into an agreement with the City wherein the Applicant agrees to locate or expand its business operations to/within the City for a period of at least ten years. The agreement will also require the Applicant to provide the City with the Applicant's quarterly report (UCT-6) and all other documentation to demonstrate that the job creation and salary level commitments were achieved. Provisions for repayment or suspension of payments for nonperformance related to this program shall be clearly established in the agreement.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.505. Economic development impact fee mitigation program application.

- (A) Any Applicant seeking an economic development impact fee waiver shall file an application for waiver with the City Manager prior to the issuance of the building permit for the subject capital facilities impact construction. The application shall contain:
- (1) A designation of the capital facilities impact construction for which the application is being submitted, including a current and complete legal description of the property upon which the Qualified Target Industry Business is proposed to be located;
 - (2) The name and address of the owner of the property upon which the Qualified Target Industry Business is proposed to be located;
 - (3) Proof that the capital facilities impact construction will be a Qualified Target Industry Business;
 - (4) A notarized affidavit and all necessary supporting evidence affirming that the applicable requirements of section 159.504 will be met within one year of the date the certificate of occupancy is issued which term may be extended by the City Council upon good cause shown; and
 - (5) Other necessary information as determined by the City Manager.
- (B) Any Applicant who submits an application for economic development impact fee mitigation pursuant to this section and desires the immediate issuance of a building permit prior to approval of the application shall pay

the impact fees imposed by Chapter 159 of the Code. Should the City Council approve and accept the mitigation application, the mitigation amount shall be refunded to the Applicant or owner.

- (C) If the City Manager finds that the Applicant meets the requirements provided herein for mitigation, the City Manager shall agenda an impact fee mitigation agreement before the City Council, which shall contain, but not be limited to, the City impact fee mitigation application for Qualified Target Industries and any other documents as requested by the City Manager. Since this is not an entitlement program and instead is discretionary, policy-making decision involving the allocation of public resources, the City may reject the request for mitigation for any reason, including fiscal and practical budgetary considerations.
- (D) Any request for economic development impact fee mitigation must be submitted to the City by the Applicant prior to the Applicant deciding whether or not they will expand or locate in the City.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.506. Economic development impact fee mitigation.

- (A) If the Applicant meets the requirements provided above for mitigation, the Applicant shall be eligible for the following:
- (1) If the Applicant qualifies under subsection 159.504(1) of this section (Qualified Target Industry Business), it shall be eligible to receive an economic development impact fee mitigation in the following amounts; provided, however, that the City Council may increase these waiver amounts in the event the Applicant exceeds these requirements:

Number of Jobs Created	Percent of Average Private Sector Wage	Waiver Amount
Minimum of 10	107% plus benefits	\$3,500 per job created
Minimum of 10	150% plus benefits	\$5,000 per job created
Minimum of 10	200% plus benefits	\$7,500 per job created

- (2) If the Applicant qualifies under subsection 159.504(2) of this section (Qualified Target Industry Business), it shall be eligible to receive an economic development impact fee mitigation in the following amounts; provided, however, that the City Council may increase these mitigation amounts in the event the Applicant exceeds these requirements:

Number of Jobs Created	Total Capital Investment	Waiver Amount
Minimum of 10	\$10,000,000 to \$14,999,999	40% of total City impact fees
Minimum of 10	\$15,000,000 to \$19,999,999	50% of total City impact fees
Minimum of 10	\$20,000,000 or more	60% of total City impact fees

- (3) If the Applicant qualifies under subsection 159.504(3) of this section (Locally Owned and Operated Small Business), it shall be eligible to receive an economic development impact fee mitigation in the following amounts; provided, however, that the City Council may increase these waiver amounts in the event the Applicant exceeds these requirements:

Number of Jobs Created	Percent of Average Private Sector Wage	Waiver Amount
Minimum of 10	100% plus benefits	\$3,500 per job created
Minimum of 10	140% plus benefits	\$5,000 per job created

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Minimum of 10	185% plus benefits	\$7,500 per job created
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- (4) Each Applicant shall only be eligible for mitigation under either 159.504(1), 159.504(2) or 159.504(3), but not in combination.
- (B) Any incentive approved pursuant to the economic development impact fee mitigation program shall be paid from other legally available funds (other than impact fees).
- (Ord. No. 17-80, § 2, 11-27-17)

ORDINANCE 21-107

AN ORDINANCE AMENDING TITLE XV – LAND USAGE, CHAPTER 159 – IMPACT FEES – ARTICLE V – ECONOMIC DEVELOPMENT IMPACT FEE MITIGATION, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 159.903 – DEFINITIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted an economic development impact fee mitigation program on November 27, 2017; and

WHEREAS, the economic development impact fee mitigation program was developed to place the City in a competitive position with other communities that have chosen not to require growth to pay its fair share of needed capital facilities; and

WHEREAS, the City Council of the City of Port St. Lucie implemented a mobility fee system on October 5, 2021; and

WHEREAS, the existing economic development impact fee mitigation program only applies to impact fees; and

WHEREAS, the City Council desires for mobility fees to be eligible for mitigation; and

WHEREAS, the proposed amendment is in the best interest of the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City Council adopts the amendment set forth below to ensure inclusion of mobility fees in its impact fee mitigation program.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. **Ratification of Recitals.** The City Council hereby adopts and ratifies those matters as set forth in the foregoing recitals.

Section 2. **Section 159.903 of the City Code is amended as follows:**

Sec. 159.503. - Definitions.

- (A) Qualified Target Industry Business: A new or expanding business in the City that has a positive economic and fiscal impact on the City and meets the requirements of F.S. § 288.106, or its statutory successor in function, as a qualified target industry business.
- (B) Applicant: Any person, company, research institute or business park developer that will house qualified target industry businesses.

ORDINANCE 21-107

(C) Locally Owned and Operated Small Business: A Qualified Target Industry Business continually operated in the City for at least three years which is owned and operated by a St. Lucie, Martin, Indian River or Okeechobee County resident whose homestead is located in St. Lucie, Martin, Indian River or Okeechobee County, and which employs 50 or fewer employees.

(D) Impact fee: As used in Article V, an impact fee or mobility fee established by Chapter 159 of this Code.

Section 3. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.


Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Codification. The provisions of this Ordinance shall be made a part of the Code of Ordinances of the City of Port St. Lucie, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word "ordinance" may be changed to "section" or other appropriate word as may be necessary.

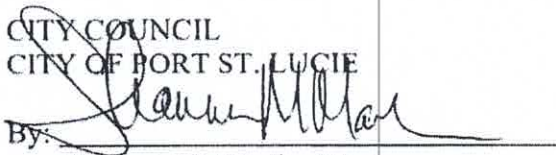
Section 6. Effective Date. This Ordinance shall become effective immediately after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida,
this 8th day of November, 2021.

ATTEST:


Sally Walsh, City Clerk

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: 
Shannon M. Martin, Mayor

APPROVED AS TO FORM:

By: 
James D. Stokes, City Attorney



City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2021-850

Agenda Date: 11/8/2021

Agenda Item No.: 8.h

Placement: Second Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 21-107, Public Hearing, An Ordinance of the City of Port St. Lucie, Florida, Amending Chapter 159, Article V, Economic Development Impact Fee Mitigation Program of the Code of Ordinances to Include Mobility Fee in the Definitions Section.

Submitted By: Elijah Wooten, Economic Development Administrator

Strategic Plan Link: The City's Goal of a diverse local economy and employment opportunities.

Executive Summary (General Business): The City Council approved the repealing and replacement of Title XV, Chapter 159, Article II, entitled "Road Impact Fee Schedule" in its entirety and replacing Article II with a new Article II entitled "Mobility Plan and Mobility Fee". The proposed amendment to Chapter 159, Article V, would include "Mobility Fee" in the definitions section of the Economic Development Impact Fee Mitigation Program of the Code of Ordinances.

Presentation Information: Elijah Wooten, Economic Development Administrator, is available to answer questions from the City Council.

Staff Recommendation: Move that the Council approve amending the Economic Development Impact Fee Mitigation Program ordinance.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve amending the Economic Development Impact Fee Mitigation Program ordinance.
2. Move that the Council not approve amending the Economic Development Impact Fee Mitigation Program ordinance and provide staff direction.

Background: The City Council approved the repealing and replacement of Title XV, Chapter 159, Article II, entitled "Road Impact Fee Schedule" in its entirety and replacing Article II with a new Article II entitled "Mobility Plan and Mobility Fee". The proposed amendment to Chapter 159, Article V, would include "Mobility Fee" in the definitions section of the Economic Development Impact Fee Mitigation Program of the Code of Ordinances.

Issues/Analysis: Amending Chapter 159, Article V would add "Impact fee: As used in Article V, an impact fee or mobility fee established by Chapter 159 of this Code" to the definitions section 159.503.

Financial Information: N/A

Special Consideration: The addition of mobility fee to the definitions section of the Economic Development Impact Fee Mitigation Program would make the wording and reference consistent in current and future impact fee mitigation agreements.

Location of Project: Citywide

Attachments: Article V - Economic Development Impact Fee Mitigation Ordinance.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 7240.

Legal Sufficiency Review:

Reviewed by Elizabeth L. Hertz, Deputy City Attorney. Approved as to Legal form and sufficiency by James D. Stokes, City Attorney.

ORDINANCE 21-__

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Section 6. Effective Date. This Ordinance shall become effective immediately after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____, 2021.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____
James D. Stokes, City Attorney

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
O.R.B. OFFICIAL RECORD BOOK
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT OF WAY
C CENTER LINE
S/D SUBDIVISION
NR NOT RADIAL

THIS IS NOT A SURVEY

EXHIBIT

B

PARCEL 3
SOUTHERN GROVE PLAT NO. 23
P.B. 77, PG. 23

EAST R/W LINE

Q TOM MACKIE BOULEVARD
(TRACT RW-1)
SOUTHERN GROVE PLAT NO. 23
P.B. 77, PG. 23

P.O.B.
S.W. CORNER
PARCEL 3

SOUTH LINE - BEARING BASIS
N71°12'40"E 1532.50'

L=64.72' R=1900.00'
Δ=1°57'06"

N16°01'27"W
417.62'

SUBJECT PARCEL
40.00 ACRES ±

L=224.71' R=24899.33'
Δ=0°31'02"

INTERSTATE 95
WEST R/W LINE

N71°12'40"E
(RADIAL)

TRACT
SOUTHERN GROVE PLAT NO. 14
P.B. 71, PG. 35

L=681.41' R=13000.00'
Δ=30°07'56"

N43°56'37"E
(RADIAL)

S71°12'40"W 1414.93'

PROPOSED EAST R/W LINE
Q HEGENER DRIVE
(PROPOSED 100.00' RIGHT-OF-WAY)

PARCEL 1
SOUTHERN GROVE PLAT NO. 23
P.B. 77, PG. 23

NOTES:

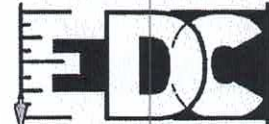
1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE PLAT OF SOUTHERN GROVE PLAT NO. 23 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

INTENDED DISPLAY SCALE
0 300
Scale in feet
1 Inch = 300 Feet

SKETCH & DESCRIPTION OF: PARCEL BOUNDARY

PREPARED FOR:
CITY OF PORT ST. LUCIE
& SINA COMPANIES

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com



ENGINEERS & SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8099

SHEET
2 OF 2

REVISIONS

JOB No. : 19-101 DATE: 7/22/2019 FIELD BOOK: N/A CHECKED BY: MTO
SCALE : AS SHOWN DRAWN BY: SPT PAGE: N/A CADD FILE : 19-101 SINA.dwg

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:

A PARCEL OF LAND LYING IN PARCEL 1, ACCORDING TO PLAT OF SOUTHERN GROVE PLAT NO. 23, AS RECORDED IN PLAT BOOK 77, PAGE 23, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF PARCEL 3, SAID SOUTHERN GROVE PLAT NO. 23, AND THE EAST RIGHT-OF-WAY LINE OF TOM MACKIE BOULEVARD (A 100.00-FOOT-WIDE RIGHT-OF-WAY) THENCE NORTH 71°12'40" EAST, ALONG SAID SOUTH PROPERTY LINE, A DISTANCE OF 1,532.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE ALONG A LINE 150.00 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A VARIABLE-WIDTH RIGHT-OF-WAY) THE FOLLOWING TWO COURSES: SOUTH 18°47'20" EAST, A DISTANCE OF 915.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, SAID CURVE HAS A RADIUS OF 24,899.33 FEET, TO WHICH A RADIAL LINE BEARS NORTH 71°12'40" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°31'02" AN ARC DISTANCE OF 224.71 FEET; THENCE SOUTH 71°12'40" WEST, A DISTANCE OF 1,414.93 FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 1,300.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 43°56'37" EAST, SAID CURVE BEING THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED HEGENER DRIVE (A PROPOSED 100.00-FOOT-WIDE RIGHT-OF-WAY); THENCE NORTHWESTERLY ALONG SAID CURVE AND PROPOSED RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 30°01'56" AN ARC DISTANCE OF 681.41 FEET TO A POINT OF TANGENCY, SAID POINT BEING THE SOUTHERN-MOST POINT OF THE EASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED TOM MACKIE BOULEVARD; THENCE NORTH 16°01'27" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 417.62 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAS A RADIUS OF 1,900.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°57'06" AN ARC DISTANCE OF 64.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS.

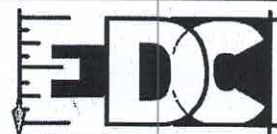
Michael T. Owen
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

7/22/2019
SIGNATURE DATE

**SKETCH & DESCRIPTION OF:
PARCEL BOUNDARY**

PREPARED FOR:
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☎ 772-462-2455
www.edc-inc.com



F.B.P.E. CERTIFICATE OF AUTHORIZATION 0035
L.B. CERTIFICATE OF AUTHORIZATION 8098

SHEET
1 OF 2

REVISIONS

JOB No. : 19-101 DATE: 7/22/2019 FIELD BOOK: N/A CHECKED BY: MTO
SCALE : AS SHOWN DRAWN BY: SPT PAGE: N/A CADD FILE : 19-101 SINA.dwg