

RESOLUTION 25-R23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ALLOWING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT TO PROVIDE FUNDS FROM THE LETTER OF CREDIT DRAW DOWN TO COMPLETE INFRASTRUCTURE FOR RIVER PLACE ON THE ST. LUCIE NO 10 1ST REPLAT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, River Place Builders, LLC (“Developer”) provided an Irrevocable Letter of Credit (“LOC”) as a surety for infrastructure associated with the River Place on the St. Lucie No. 10 1st Replat, as recorded in Plat Book 77, Pages 1 through 3, of the Public Records of St. Lucie County, Florida in order to secure required improvements outlined in the Completion Contract with the City dated April 30, 2018; and

WHEREAS, the Developer failed to complete pavement repair, final pavement, and striping (“Remaining Improvements”); and

WHEREAS, the City Council approved Resolution 24-R91 to allow the draw down of funds from the LOC to fund construction of the Remaining Improvements for River Place on the St Lucie No 10 1st Replat.

WHEREAS, the River Place Community Development District (“CDD”) has requested transfer of the funds from the City to the CDD for the CDD to complete the Remaining Improvements; and

WHEREAS, the City desires to enter the Interlocal Agreement attached as **Exhibit “A”** and incorporated herein, to allow the CDD to utilize the draw down funds to complete the Remaining Improvements and ensure the CDD complies with the terms of the LOC and Completion Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Implementation. The City Manager, or his designee, are hereby authorized and directed to proceed to execute the Interlocal Agreement attached as **Exhibit “A”** and take any and all necessary actions, to draw funds from the Letter of Credit described above and execute all papers and other instruments required for that purpose.

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

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

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this 28th day of April 2025.

ATTEST:

Sally Walsh, City Clerk

CITY COUNCIL
CITY OF PORT ST. LUCIE

By:



Shannon M. Martin, Mayor

APPROVED AS TO FORM:



Richard Berrios, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND THE
RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into as of the 14TH day of MARCH, 2025 (hereinafter, the "Effective Date") by and between the **CITY OF PORT ST. LUCIE**, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (the "City") and the **RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "CDD") by and through their authorized representatives (hereinafter collectively referred to as "the Parties").

WHEREAS, pursuant to a Contract - Construction of Required Improvements, dated April 30, 2018 (the "Completion Contract"), between the City and River Place Builders, LLC (the "Developer"), the Developer provided an Irrevocable Letter of Credit #2018-08 (the "LOC") to the City as a surety for infrastructure associated with the River Place on the St. Lucie No. 10 1st Replat, as recorded in Plat Book 77, Pages 1 through 3, of the Public Records of St. Lucie County, Florida (the "Plat"); and

WHEREAS, the Developer has failed to complete pavement repair, final pavement, and striping ("Remaining Improvements") as required by the Completion Contract and in accordance with those construction plans prepared by Stephen Cooper P.E. & Associates, Inc. that are on file with the City Engineer under Project #P17-225; and

WHEREAS, the CDD desires to facilitate the completion of the Remaining Improvements for the benefit of the assessable lands covered by the Plat (the "Platted Lands"); and

WHEREAS, pursuant to the Developer's request and Resolution 24-R91, adopted by the City Council of the City at its meeting of December 9, 2024, the City agreed to draw down on the credit line of the LOC to allow the CDD to complete the Remaining Improvements; and

WHEREAS, the City and the CDD wish to enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes, in which the City agrees to provide funds from the draw down to the CDD, so that the CDD can complete the Remaining Improvements.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The recitals set forth above are true and correct and are hereby incorporated herein by reference.

SECTION 2. REPRESENTATIONS

The City hereby represents that it has the authority to execute any and all documents necessary to effectuate and to implement the terms of this Agreement. The CDD hereby represents that it has the authority to execute any and all documents necessary to effectuate and to implement the terms of this Agreement.

SECTION 3. CITY'S OBLIGATIONS

The parties believe that there are remaining funds under the LOC. The City drew down on the LOC to facilitate construction of the Remaining Improvements and has received \$89,950.00 ("Released Funds") from the Surety. The City agrees, subject to the terms of this Agreement, to provide the Released Funds to the CDD in the form of a check made payable to the "River Place on the St. Lucie CDD."

SECTION 4. CDD'S OBLIGATIONS

Upon receipt of the Released Funds, the CDD shall use such Released Funds to complete the Remaining Improvements within one hundred twenty (120) days of its receipt thereof. This time period may be extended for no more than an additional sixty (60) days upon the CDD's notice to the City of the need for an extension. Should there be any remaining monies from the Released Funds after the Remaining Improvements are completed (the "Remaining Available Funds"), the Remaining Available Funds shall be returned to the Surety. By signing this Agreement, the CDD also consents to cancellation of the letter of credit and release of funds restricted by the LOC above and beyond the Released Funds.

SECTION 5. EVENTS OF DEFAULT

The City shall be in default of this Agreement if it fails to timely make its payment to the CDD of the Released Funds. The CDD shall be in default of this Agreement if it fails to use the Released Funds as required and return the Remaining Available Funds, if any, as described herein. Each party shall provide the other party with a notice of default and provide thirty (30) days to cure, prior to seeking legal remedies for default.

SECTION 6. NOTICES

All notices to be given hereunder shall be in writing and personally delivered, or sent by registered or certified mail, return receipt requested, or sent by telefax with copy by mail, or delivered by an overnight courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if

sent by registered or certified mail, or the date actually received if sent by personal delivery or overnight courier service, or on the date of transmission with confirmed answer back if by telefax if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, except that notice of a change in address shall be effective only upon receipt.

If to the CDD: River Place on the St. Lucie CDD
5385 N. Nob Hill Road
Sunrise, FL 33351
Attn: District Manager
(954) 721-8681 (phone)

Copy To: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Blvd., Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.
(954) 764-7150 (phone)

If to the City: Jesus Merejo, City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
(772) 871-5163 (phone)

With Copy to: Richard Berrios, City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
(772) 871-5294 (phone)

SECTION 7. MISCELLANEOUS PROVISIONS

- a. **Resolution of Disputes.** Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.
- b. **Indemnification.** To the extent permitted by law, the CDD shall indemnify, defend, save, and hold harmless the City, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the CDD, its elected officers, agents, servants, representatives, or employees, in the performance of this Agreement. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of either the CDD or the City beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or any

other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. This Paragraph shall survive the termination of this Agreement.

- c. Jury Waiver Provision. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. 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 Paragraph shall survive the termination of this Agreement.
- d. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed herein; supersedes all prior and contemporaneous communications, agreements, representations, and understandings with respect to such subjects; and no representation, inducement, promise, or agreement, oral or otherwise with respect to such subjects, between the parties not embodied in this Agreement shall be of any force or effect. Notwithstanding the foregoing, this Agreement does not modify the rights of the parties under the Completion Contract, including but not limited to, Paragraph 10 thereof. No amendment to this Agreement shall be binding unless in writing, executed by both parties, and filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.
- e. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. A copy of such signature received through electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.
- f. Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.
- g. Beneficiaries. This Agreement has been entered into for the sole benefit and protection of the parties hereto and no other person or entity shall have any right of action under or by reason of this Agreement.
- h. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or

circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

- i. Records. The CDD and the City shall allow public access to any documents, papers, letters, and other materials made or received by them in conjunction with this Agreement, to the extent that such public access is required in order to comply with the provisions of Chapter 119, Florida Statutes.
- j. Assignment. The rights of the CDD under this Agreement may not be assigned in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld.
- k. Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County by the CDD.
- l. Effective Date. This Agreement shall be deemed effective as of the date the last party hereto signs it (the "Effective Date"). This Agreement must be fully executed prior to recordation.


IN WITNESS WHEREOF, the CITY OF PORT ST. LUCIE and the RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT have caused these present to be executed in their respective names by the proper officials the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

ATTEST:

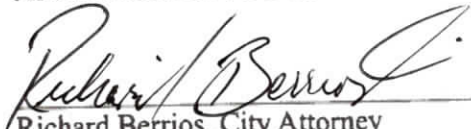

Sally Walsh, City Clerk for Calleigh Nazario




Shannon Martin, Mayor

May 5, 2025

APPROVED AS TO FORM:


Richard Berrios, City Attorney

**RIVER PLACE ON THE ST. LUCIE
COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

By: Andressa Philippi

Print name: Andressa Philippi
Secretary/Assistant Secretary

By: V. Moss
Valerie Moss, Chair
Board of Supervisors

14-MARCH, 2025