

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 FOUR PORT ST. LUCIE, LLC.**

THIS IMPACT FEE MITIGATION AGREEMENT ("Agreement") is executed as of the ____ day of _____ 2025, by and among the City of Port St. Lucie, a Florida municipal corporation (the "City") and Four Port St. Lucie, LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

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

WHEREAS, the creation of new employment opportunities for citizens of Port St. Lucie and the increased tax revenues resulting from such business expansion or relocation within 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 targeted 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 will build an approximately 250,000 square foot advanced manufacturing facility on a 15.83 acre parcel of land owned by the Company in the Tradition Park of Commerce in Port St. Lucie (the "Project") legally described on **Exhibit "B";** and

WHEREAS, the Company has committed to locating the Project in Port St. Lucie; and

WHEREAS, the Company will be required to pay City impact fees in conjunction with the issuance of the building permits for the Project; 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 Port St. Lucie for a period of at least ten (10) years while maintaining certain job creation and salary commitments if the City provides to the Company an Economic Development Impact Fee Waiver; and

WHEREAS, the City and the Company desire to enter into this Agreement whereby the Company agrees to create two hundred twenty-five (225) 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 and operate the Project in Port St. Lucie 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 anticipates that it will create a total of two hundred twenty-five (225) new jobs over a period of five (5) years;

WHEREAS, the cumulative employment schedule for new jobs is as follows:

- Year 1 – 15 total new jobs; and
- Year 2 – 85 total new jobs (in addition to new jobs generated in Year 1); and
- Year 3 – 50 total new jobs (in addition to new jobs generated in Years 1-2); and
- Year 4 – 50 total new jobs (in addition to new jobs generated in Years 1-3); and
- Year 5 – 25 total new jobs (in addition to new jobs generated in Years 1-4).

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

WHEREAS, the Company acknowledges 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 in conjunction with the Company's agreement to create new jobs in 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, the City and Company 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 Florida Statutes, the Company is entitled to a waiver of up to \$787,500 in City mobility, parks, public buildings and law enforcement impact fees for the Project ("Impact Fees"), based upon the Company's commitment to create two hundred twenty-five (225) new jobs meeting the threshold requirements set forth in section 159.504(A)(1),(4) of the City's Code of Ordinances (225 new jobs multiplied by \$3,500.00 for each new job totals \$787,500). The impact fee waiver is limited to \$787,500, and the Company will be required to pay any City impact fees exceeding the \$787,500 City impact fee waiver. The impact fee waiver is limited to the Site Plan known as P24-191, as currently approved. If the initial impact fees paid are less than the approved amount, the remaining balance will not be applied toward future impact fees. The Company will be required to apply for an impact fee mitigation for any amendments expanding the Site Plan that require additional impact fee payments. All references herein to "Company" shall include any entity leasing the Project from Four Port St Lucie, LLC, so long as the entity is a qualified targeted industry business ("Qualified"), as determined by the City, at the City's reasonable discretion, and the performance standards set forth herein shall be deemed met by the Company if performed by any Qualified tenant at the Project, in the same manner as if performed directly by the Company.
3. **Term.** This Agreement shall take effect upon execution by all parties and shall continue for a period of ten (10) years from the Opening Date (hereinafter defined) 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 shall provide the City with the following information on an annual basis by February 15th following the second full calendar year after the Opening Date ("Year 1") for the Project, and throughout the remainder of the term of this Agreement to confirm that the job creation and salary level commitments ("Performance Standards") have been achieved for the Project as set forth in this Agreement and section 159.504(A)(1),(4) of the City's Code of Ordinances. As used herein, the "Opening Date" shall mean the date six (6) months from the issuance of the Certificate of Occupancy for the Company's Project.
- a. A report based on the information contained in the Company's quarterly reports (UCT-6) in the form attached hereto as **Exhibit "C"**; and
 - b. Total gross hours worked and total gross wages for all employees working out of the Project. For purposes of this Agreement, "gross wages" shall include those gross wages as reported on the State of Florida's Employer's

Quarterly Report (Form RT-6); and

- c. Total gross hours worked and total gross wages for top two (2) wage earners working out of the Project; and
- d. Tabulation of Performance Schedule identified for the Project as identified in the Agreement
 - i. Year 1 – 15 total new jobs; and
 - ii. Year 2 – 85 total new jobs (in addition to new jobs generated in Year 1); and
 - iii. Year 3 – 50 total new jobs (in addition to new jobs generated in Years 1-2); and
 - iv. Year 4 – 50 total new jobs (in addition to new jobs generated in Years 1-3); and
 - v. Year 5 – 25 total new jobs (in addition to new jobs generated in Years 1-4).

5. **Criteria for Measuring Adequate Performance.** “New jobs” shall include salaried and hourly employees and shall be calculated by total payroll hours per year, divided by 1820 (which represents 52 weeks multiplied by 35 hours), created from 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.
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 Opening Date, 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. For example, if the total impact fees mitigated by the City were \$787,500 and the Company fails to meet an employment goal for a one (1) year period during the ten (10) year period, the yearly prorated amount to be repaid would be \$78,750 (\$787,500 divided by 10). Should the Company be in default of this Agreement and the default is not cured within thirty (30) days after written notice to the Company by the City, the City may bring a civil action to enforce this Agreement. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement; (b) any lost or foregone tax revenues; or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the maximum value of the impact fee waiver actually realized by the Company pursuant to this Agreement.

7. **Limitation of Waiver and Assignability.** The waiver established by this Agreement is applicable only to the Project as described herein, approved by Site Plan P24-191, and located on the Property. The waiver is not transferable to any other property owned by the Company in 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 Company may assign all or part of the waiver provided in this Agreement without the City's consent to an Affiliate or a successor in title and interest to the Property, provided that the Affiliate or successor in title and interest agrees to assume the obligations of the Company to the City under this Agreement. Any other 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, pursuant to notice requirements specified in Section 11 of this Agreement, to the City of the proposed assignment, unless the City provides its reasonable objection in writing to the Company within that time period. A copy of the assignment shall be provided by the Company 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. For purposes of this section, an "Affiliate" means any entity that directly or indirectly controls, or is controlled by, or is under common control with the Company.
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 Company shall remain 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 Opening Date, 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 express overnight courier with a reliable system for tracking delivery, and addressed to the parties at the following addresses, 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:

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 Company:
Four Port St. Lucie LLC
c/o Conrad J. Boyle, Esquire
Mombach, Boyle, Hardin & Simmons, P.A.
100 N.E. Third Avenue, Suite 1000
Ft. Lauderdale, FL 33301

With a Copy to:
Mombach, Boyle, Hardin & Simmons, P.A.
100 N.E. Third Avenue, Suite 1000
Ft. Lauderdale, FL 33301
Attn: Conrad J. Boyle, Esquire

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 ~~the Federal District Court for the Southern District of Florida~~. The City 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.
18. **Force Majeure.** The Company will not be deemed to be in breach, default or otherwise in violation of any term of this Agreement to the extent that the Company's action, inaction or omission is the result of Force Majeure Event. The Company agrees to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts its performance under this Agreement. A Force Majeure Event pauses the Company's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of the Company and prevents the Company from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; ongoing power outage; fire, flood, windstorm, hurricane, earthquake or

other casualty; any law, order, regulation or other action of any governing authority; any public health crisis including, but not limited to, pandemics (including without limitation, COVID-19, as such crisis exists and is continuing from and after the date of this Agreement) and epidemics; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Company or the Company's operations. In the event that the Company claims a delay for a Force Majeure Event, it shall make a claim for an extension in writing to the City within fifteen (15) business days after becoming aware of the need for same as a result of the occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is considered to be a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the City within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written objection is made, the parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action or declare a default prior to such conferral taking place.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF PORT ST. LUCIE, a Florida
municipal corporation

Witness

Print Name: _____

By: _____

Jesus Merejo

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 _____, 2025, by Jesus Merejo,
the City Manager of the City of Port St. Lucie, a Florida municipal corporation. He is personally
known to me.


Notary Public

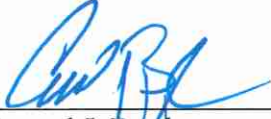
Typed printed or stamped name of Notary Public


APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Richard Berrios
City Attorney

FOUR PORT ST. LUCIE, LLC, a Delaware
limited liability company

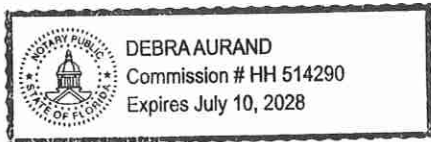

Witness
Print Name: Victoria Carmena

By: 
Conrad J. Boyle
Authorized Signer


Witness
Print Name: Debra Aurand

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me **by means of** ☒ **physical presence**
or ☐ **online notarization**, on this 13th day of May, 2025, by Conrad J.
Boyle, as Authorized Signer for Four Port St. Lucie, LLC, a Delaware limited liability company
who is either personally known to me ☒ or has produced his driver's license as identification.




Notary Public

Typed printed or stamped name of Notary Public

EXHIBIT "A"
CHAPTER 159, ARTICLE V OF THE CITY OF
PORT ST. LUCIE CODE OF ORDINANCES

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

(Ord. No. 17-80, § 2, 11-27-17; Ord. No. 21-107, § 2, 11-8-21)

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
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Minimum of 10	100% plus benefits	\$3,500 per job created
Minimum of 10	140% plus benefits	\$5,000 per job created
Minimum of 10	185% plus benefits	\$7,500 per job created

- (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)

EXHIBIT "B"
LEGAL DESCRIPTION OF 15.83 ACRE PARCEL
OF LAND IN TRADITION PARK OF COMMERCE

LEGAL DESCRIPTION

FOUR PORT ST LUCIE

PARCEL ID # 4322-801-0007-000-9

SOUTHERN GROVE PLAT NO 46, LOT 3A AS RECORDED IN PLAT BOOK 125, PAGE 17 OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

EXHIBIT "C"
QUARTERLY REPORTS (UCT-6)



PLANNING & DEVELOPMENT
SERVICES DEPARTMENT

AVERAGE WAGE CALCULATION WORKSHEET

Date: _____

Projects Name: _____

Site Address: _____

TOTALS BEFORE DEDUCTING THE TOP TWO EXECUTIVE WAGE EARNERS

	1 st Quarter Report	2nd Quarter Report	3rd Quarter Report	4th Quarter Report
Current # of Employees				
Baseline # of Employees				
Increased # of Employees				
Total Wages				
Total Hours Worked				
Average Hourly Wage				
Do not write below this line: Staff Use Only				
Total FTEs				

TOP TWO EXECUTIVE WAGE EARNERS

	Names of <u>Top Two</u> Executives	1 st Quarter Report	2nd Quarter Report	3rd Quarter Report	4th Quarter Report
Hours					
Worked					
Wages					
Earned					

TOTALS MINUS THE TOP TWO EXECUTIVE WAGE EARNERS

	1 st Quarter Report	2nd Quarter Report	3rd Quarter Report	4th Quarter Report
Current # of Employees				
Baseline # of Employees				
Increased # of Employees				
Total Wages				
Total Hours Worked				
Average Hourly Wage				
Do not write below this line: Staff Use Only				
Total FTEs				