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ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

**RAINBOW DRIVE 2 MUNICIPAL SERVICE BENEFIT UNIT
INITIAL ASSESSMENT RESOLUTION**

ADOPTED FEBRUARY 2, 2021

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RESOLUTION NO. 2021-018

A RESOLUTION OF THE ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS RELATING TO THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS TO FUND WASTEWATER IMPROVEMENTS TO SERVE PROPERTIES WITHIN THE PROPOSED MUNICIPAL SERVICE BENEFIT UNIT; DESCRIBING THE PROPERTY TO BE LOCATED WITHIN THE RAINBOW DRIVE 2 MUNICIPAL SERVICE BENEFIT UNIT; PROVIDING FOR THE IMPOSITION OF SPECIAL ASSESSMENTS THEREIN; ESTIMATING THE PROJECT COST TO BE FUNDED THROUGH SPECIAL ASSESSMENTS; ESTABLISHING THE METHOD OF APPORTIONING THE SPECIAL ASSESSMENTS AMONG AFFECTED REAL PROPERTY; DIRECTING THE ASSESSMENT COORDINATOR TO PREPARE A PRELIMINARY ASSESSMENT ROLL; APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF PORT ST. LUCIE RELATED TO THE PROVISION OF WASTEWATER SERVICE IN THE RAINBOW DRIVE 2 MUNICIPAL SERVICE BENEFIT UNIT; AUTHORIZING AND DIRECTING STAFF TO TAKE SUCH ACTIONS AS MAY BE NECESSARY IN FURTHERANCE OF SUCH PROJECT AND THE FUNDING OF THE COST THEREOF THROUGH SPECIAL ASSESSMENTS; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF ST. LUCIE COUNTY AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the St. Lucie County Board of County Commissioners (the "Board") is adopted pursuant to the provisions of Chapter 40, Article IV of the County Code of Ordinances (the "Assessment Ordinance"), sections 125.66, 197.3632, and 197.3635 of the Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes an Initial Assessment Resolution within the meaning of the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Cost" means the costs of the Project to be funded through the imposition of Assessments against Assessed Property, an estimate of which is included in Section 2.01 hereof.

"Assessed Property" means all parcels of real property included in the Assessment Roll that receive a special benefit from the Project.

"Assessment" means a special assessment (sometimes characterized as a non-ad valorem assessment) levied by the Board to fund the Assessed Cost.

"Assessment Coordinator" means the chief administrative officer of the County, or such person's designee responsible for coordinating calculation and collection of Assessments as provided herein.

"Assessment Ordinance" means Chapter 40, Article IV of the County Code of Ordinances as may be amended from time to time, or its successor in function.

"Assessment Roll" means the special assessment roll created pursuant to Section 40-100(c) of the Assessment Ordinance and described in Section 2.02 (A) hereof.

"Board" means the Board of County Commissioners of St. Lucie County, Florida.

"City" means the City of Port St. Lucie, Florida.

"Clerk" means the clerk of St. Lucie County.

"Collection Costs" means costs incurred by the Board in the annual collection and administration of the Assessments, including but not limited to fees imposed by the Property Appraiser and Tax Collector and amounts necessary to account for statutory discounts for the early payment of property taxes and non-ad valorem assessments.

"County" means St. Lucie County, Florida.

"Equivalent Residential Connection" or "ERC" means the equivalency unit attributed to Parcels comprising the Rainbow Drive 2 MSBU to measure and allocate the relative benefit conveyed to such Parcels by provision of the wastewater improvements comprising the Project.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

"Obligations" means a loan, note, bond or other debt obligation issued or incurred by the County to finance the Project and secured by the Assessments. The term Obligation shall include any interfund or intrafund loan made by the County for such purposes.

"Parcel" means a parcel of real property to which the St. Lucie County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Petitions" means written petitions or straw ballots submitted to the Board by

affected parcel owners pursuant to Section 40.99 of the Assessment Ordinance.

"Project" means the wastewater improvements, including service connections, a low pressure main, and capital improvement charges, contemplated hereunder which will specially benefit Assessed Property within the Rainbow Drive 2 MSBU.

"Project Cost" means all or any portion of the costs and expenses that are properly attributable to the planning, acquisition, design, engineering, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of the Project and the imposition of the Assessments under generally accepted accounting principles; and including reimbursement to the County for any funds advanced in furtherance of the Project.

"Rainbow Drive 2 MSBU" means the proposed Rainbow Drive 2 Municipal Service Benefit Unit, as described in Section 3.01 hereof.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms

"hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) On June 6, 2017, the County approved Resolution No. 17-128 granting development approval for a project known as the Ravinia PUD ("Ravinia") on approximately 55 acres of real property described therein, consisting of a residential development west of Rainbow Drive in the unincorporated area of the County.

(B) The developer of the Ravinia PUD (the "Developer") is currently in the process of extending potable water and wastewater lines from the existing facilities owned and operated by the City of Port St. Lucie down Rainbow Drive to Ravinia, to enable the provision of central utility service to residential customers in Ravinia.

(C) The Developer and the City intend that the Developer will convey the utility lines to the City upon completion, at which time the City will assume ownership thereof and become the service provider for utility customers who connect to the City's system through the facilities installed by the Developer.

(D) The development approval for Ravinia only requires the Developer to install trunk lines to serve Ravinia, not individual service connections on Rainbow Drive which would give the Parcels on Rainbow Drive the ability to connect to the City's central utility

system. However, the County requested that the Developer also install the improvements necessary to make wastewater service connections available to the properties on Rainbow Drive, if the Rainbow Drive property owners wished to participate by paying their share of the cost of the service connections, together with capital improvement charges imposed by the City as a precondition of service, through Assessments imposed in a municipal service benefit unit.

(E) In October, 2020, the County mailed petitions to property owners on Rainbow Drive to gauge property owner support for creation of the Rainbow Drive 2 MSBU. The petitions returned to the County indicated that 85.71% of those property owners who submitted a petition support creation of the Rainbow Drive 2 MSBU and imposition of Assessments therein to fund the wastewater improvements comprising the Project. An exemplary ballot used in the petition process and accompanying information provided to property owners is attached hereto as Appendix A.

(F) On January 19, 2021, the County approved a reimbursement agreement with the Developer pursuant to which the Developer will construct and install, subject to the County's creation of the Rainbow Drive 2 MSBU, wastewater service connections and a low pressure main to serve the Rainbow Drive residents in addition to the mains necessary to serve Ravinia. The additional costs for the service connections and low pressure main is estimated not to exceed \$128,365.59 for the Rainbow Drive 2 MSBU.

(G) The reimbursement agreement provides that upon completion of the

improvements, the Rainbow Drive 2 MSBU will reimburse the Developer for the portion of the Project Costs attributable to the service connections necessary for serving the Rainbow Drive residents within the Rainbow Drive 2 MSBU, in an amount not to exceed the lesser of \$128,365.59 or the fair market value of the improvements at the time of installation.

(H) The plan of finance for the Project involves the levy and collection of Assessments on developed or developable Parcels within the Rainbow Drive 2 MSBU to fund the Project Cost, pursuant to the Assessment Ordinance and the Uniform Assessment Collection Act.

(I) The Board is authorized by the Uniform Assessment Collection Act to levy and collect Assessments, and the Assessment Ordinance established a procedure for the levy and collection of Assessments by the Board for the purpose of providing essential facilities and services such as the Project.

(J) The Project will convey special benefits to Parcels within the Rainbow Drive 2 MSBU including but not limited to: access to a centralized, publicly owned and operated wastewater utility system which will provide an increase in market valuation, enhanced development/re-development potential, and heightened use, marketability, enjoyment and value of the real property specially benefitted by the Project. The improvements comprising the Project are designed to meet the capacity requirements of the specially benefiting properties within the Rainbow Drive 2 MSBU; hence, 100% of the costs are associated with providing special benefit.

(K) The apportionment of Assessments based upon Equivalent Residential Connections as described in Section 3.04 hereof is a fair and reasonable method for apportioning the costs of the Project and the special benefit conveyed thereby among Assessed Property, and bears a reasonable relationship to the cost of providing the Project.

(L) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Initial Assessment Resolution provide a proper and equitable method of funding the Project by fairly and reasonably apportioning the costs thereof among specially benefitted property.

[Remainder of page intentionally left blank]

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED PROJECT COST.

(A) The estimated maximum Assessed Cost of the Project is \$221,657.

(B) Unless determined otherwise by subsequent resolution of the Board, the Assessed Cost will be collected, together with Collection Costs, pursuant to the Uniform Assessment Collection Act in not more than twenty (20) annual installments.

(C) The Assessment rates established in this Initial Assessment Resolution shall be the maximum rates applied by the Assessment Coordinator in the preparation of the preliminary Assessment Roll as provided in Section 2.02(A) of this Initial Assessment Resolution.

SECTION 2.02. AUTHORITY AND DIRECTION. The Assessment Coordinator and other members of County staff are hereby authorized and directed to take such actions as maybe necessary or desirable in furtherance of the Project, including but not limited to the following:

(A) Prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in Section 40-100(c) of the Assessment Ordinance. The Assessment Roll shall include all Parcels within the Rainbow Drive 2 MSBU. The Assessment Coordinator shall apportion the estimated Assessed Cost to be funded through Assessments in the manner set forth in this Initial Assessment

Resolution. A copy of this Initial Assessment Resolution and the preliminary Assessment Roll shall be maintained on file in the office of the Assessment Coordinator and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

(B) Finalize plans and specifications necessary for construction of the Project.

(C) Prepare such additional resolutions as may be necessary or desirable in order to impose and collect Assessments and to provide for financing of the Project through the issuance of an Obligation.

(D) Prepare such agreements by and between the Board and the St. Lucie County Tax Collector and the St. Lucie County Property Appraiser as may be required by the Uniform Assessment Collection Act.

(E) Implement procurement processes pertaining to construction of the Project.

(F) Mail and publish any notices required by the Assessment Ordinance, including mailed and published notice of the public hearing established by Section 2.03 hereof.

(G) Take such other action as may be required by the Assessment Ordinance.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. on March 2, 2021 in Commission Chambers, 2300 Virginia

Avenue, Fort Pierce Florida, at which time the Board will receive and consider any comments on the Assessments from the public and affected property owners and consider adoption of a Final Assessment Resolution in accordance with Section 40.99(f) of the Assessment Ordinance creating the Rainbow Drive 2 MSBU, imposing Assessments on the Parcels therein to fund the Project, and authorizing collection of the Assessments pursuant to the Uniform Assessment Collection Act.

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ARTICLE III
ASSESSMENTS

SECTION 3.01. RAINBOW DRIVE 2 MSBU; PROJECT DESCRIPTION. The proposed Rainbow Drive 2 MSBU is described in Appendix B attached hereto. The Rainbow Drive 2 MSBU is proposed to provide wastewater improvements to serve the Parcels along Rainbow Drive.

SECTION 3.02. UTILITY SERVICE PROVIDER. The proposed Rainbow Drive 2 MSBU is located within the utility service area of the City. Upon creation of the Rainbow Drive 2MSBU, the County and the City will enter into an agreement (the "Interlocal Agreement") setting forth the terms by which the City will provide wastewater service to the Parcels comprising the Rainbow Drive 2 MSBU. The Interlocal Agreement shall be in substantially the form attached hereto as Appendix C, with such changes as may be approved by the County Attorney.

SECTION 3.03. IMPOSITION OF ASSESSMENTS. Assessments shall be imposed against Assessed Property located within the Rainbow Drive 2 MSBU, the annual amount of which shall be computed for each Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien upon Assessed Property as provided in the Assessment Ordinance. Such lien shall be equal in rank and dignity with the liens of all state, county or municipal taxes and other non-ad valorem

assessments, and except as otherwise provided by law, shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 3.04. APPORTIONMENT APPROACH.

(A) The traditional unit employed by the County for apportioning the cost of wastewater improvements is the assignment of ERCs as described below. Such ERC-based apportionment methodology is in widespread use throughout the state and is hereby approved and adopted as the apportionment method for the Rainbow Drive 2 MSBU Assessments.

(A) The Rainbow Drive 2 MSBU is substantially composed of similarly sized platted single family residential lots which allows for a relatively high level of certainty in the design and sizing of the wastewater improvements required to serve the Parcels therein, regardless of the size of single family dwelling units located on or built thereon. Accordingly, it is fair and reasonable to use an ERC method for computing the Rainbow Drive 2 MSBU Assessments based upon assigning one (1) Equivalent Residential Connection for each single family dwelling unit or subdivided residential building lot capable of development with a single family dwelling, regardless of the size of the dwelling unit or lot.

(B) Because of the predominantly residential nature of the Rainbow Drive 2 MSBU, the ERC system described herein does not include commercial use as an apportionment factor.

(C) There are currently twenty-two (22) Parcels within the Rainbow Drive 2 MSBU, all of which are currently developed or capable of being developed with at least one (1) single family dwelling unit.

(D) The maximum assessment amount for each Parcel is \$10,075.28 per ERC. The estimated annual installment of the Assessment is \$647 per ERC based on annual interest at an assumed rate of 2.5%, tax collector fees and amounts as necessary to account for statutory early payment discounts, and a payment term of not to exceed 20 years. The annual installments are computed to be sufficient to pay the annual debt service on obligations issued to finance the Project including any interfund loan provided by the County for purposes of financing the Project.

(E) It is hereby ascertained, determined, and declared that the method of determining the Assessments as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Assessed Cost among Assessed Property.

SECTION 3.05. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Assessments shall be utilized solely to pay for costs associated with the Project which may include payments to the Developer pursuant to the Reimbursement Agreement and repayment of any Obligation issued or incurred for the purpose of financing the Project.

SECTION 3.06. COLLECTION OF ASSESSMENTS. Assessments shall be collected, together with Collection Costs, pursuant to the Uniform Assessment Collection Act unless otherwise determined by subsequent resolution of the Board.

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ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

[Remainder of page intentionally left blank]

SECTION 4.03. EFFECTIVE DATE. This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.


AFTER MOTION AND SECOND, the vote on this Resolution was as follows:

Chair Chris Dzadovsky	AYE
Vice Chair Sean Mitchell	AYE
Commissioner Linda Bartz	AYE
Commissioner Frannie Hutchinson	AYE
Commissioner Cathy Townsend	AYE

PASSED AND DULY ADOPTED this 2nd day of February, 2021.

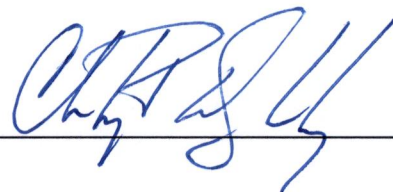
**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

ATTEST:



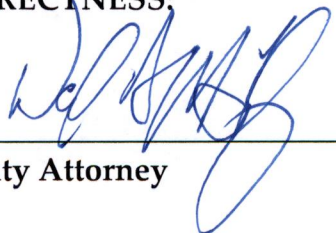
Deputy Clerk





Chair

**APPROVED AS TO FORM AND
CORRECTNESS:**



County Attorney

APPENDIX A

EXAMPLE BALLOT AND RELATED INFORMATION



October 28, 2020

[REDACTED]
[REDACTED]

Fort Pierce, FL 34981-4981

Re: Proposed Rainbow Drive Municipal Service Benefit Units
Potable Water/Fire Protection and Wastewater Improvements
Parcel ID: [REDACTED]

Dear Parcel Owner,

A Municipal Services Benefit Unit ("MSBU") is a legal financing mechanism wherein a local government establishes a discrete area within which to provide for the delivery and funding of essential services or improvements such as potable water, wastewater, paving and drainage, sidewalks, street lighting, beach restoration, solid waste collection, etc. through the imposition of special assessments (sometimes referred to as non-ad valorem assessments) against real property located therein. In other words, it gives a group of property owners a way to finance improvements that they desire by paying a pro rata share of the cost through a special assessment.

Several years ago, the developer of Ravinia (a proposed residential development west of Rainbow Drive) planned to extend potable water and wastewater lines down Rainbow Drive to provide utility services to Ravinia. The developer is only required to install trunk lines to serve Ravinia, not individual service connections which would give the properties on Rainbow Drive the ability to connect to the utility system. However, the County requested that the developer include (in their plans) the improvements necessary to make water and wastewater connections available to the properties on Rainbow Drive if the Rainbow Drive property owners wished to participate by paying their fair share of the improvements through MSBUs. At the time, the majority of Rainbow Drive property owners voted in favor of creating two MSBUs. The first to fund the cost of providing potable water; and, the second to provide wastewater improvements to serve their homes (the improvements will also include the installation of fire hydrants within 500 feet of each home).

The developer of Ravinia has restarted the development process and has provided construction costs (included on the enclosed "Fact Sheet") for the MSBUs. Ravinia plans to begin construction soon. In an effort to give property owners on Rainbow Drive the opportunity to have potable water and wastewater improvements constructed to serve their properties concurrently with Ravinia, the County has elected to conduct a mail ballot in order to determine the current level of support of affected property owners on Rainbow Drive now that the **maximum cost is known**. If the ballot results indicate that a

Board of County Commissioners

Cathy Townsend
DISTRICT 5
Chair

Chris Dzadovsky
DISTRICT 1
Vice-Chair

Sean Mitchell
DISTRICT 2

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Administration

Howard Tipton
COUNTY ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

majority of those who return ballots are in favor of creating **one or both** MSBUs, the Developer will proceed with the design to include Rainbow Drive properties. Thereafter, a public hearing will be scheduled. It is at the public hearing that the St. Lucie County Board of County Commissioners will consider the ballot results as well as comments from property owners prior to deciding whether or not to create the MSBUs and impose assessments to fund the water and/or wastewater project.

Please read the enclosed Project Fact Sheet and complete and return your ballot by November 30, 2020. Only returned ballots will be counted so please return your ballot whether you are in favor of the project or not. Please note: the postage for your ballot has been prepaid.

If you have any questions or comments please feel free to contact us at 772-462-3500 or aldhizerc@stlucieco.org

Sincerely,



Barbara Guettler
MSBU Coordinator

Enclosures: Ballot
Project Fact Sheet

**RAINBOW DRIVE 1 & 2 MSBUs
POTABLE WATER/FIRE PROTECTION AND WASTEWATER
FACT SHEET**

October 2020

What is a MSBU?

A Municipal Services Benefit Unit (“MSBU”) is a legal financing mechanism wherein a local government establishes a discrete area within which to provide for the delivery and funding of essential services or improvements such as potable water, wastewater, paving and drainage, sidewalks, street lighting, beach restoration, solid waste collection, etc. through the imposition of special assessments (sometimes referred to as non-ad valorem assessments) against real property located therein. In other words, it gives a group of property owners a way to finance improvements or services that they desire by paying a pro rata share of the cost through a special assessment.

How is a MSBU boundary determined?

The MSBU boundary is legally determined by the properties which will derive a special benefit from the service or improvement. If created, property owners would have the option of financing their assessment amount over a ten to fifteen-year period or prepaying their assessment in full prior to bank financing, thereby saving interest and financing fees. If the assessment is paid over time, annual payments would be collected on the property’s ad valorem property tax bill mailed by the County Tax Collector each November. The special assessments would be levied and collected by the County in accordance with the procedure set forth in Chapter 40, Article IV of the County’s Code of Ordinances and as authorized by Section 197.3632, Florida Statute.

Who would be the utility service provider if the improvements are constructed?

The City of Port St. Lucie Utility Systems Department

Why create a MSBU(s) at this time for potable water/fire protection and wastewater improvements?

The cost of extending potable water and wastewater improvements to the properties on Rainbow Drive would be greatly reduced if constructed concurrently with Ravinia’s improvements. The developer will pay the full cost for the potable water main, property owners will only cover what it costs to connect to the water main (individual service connections for each property). Without such individual service connections, owners would not be able to connect to Ravinia’s high pressure wastewater trunk line. If Rainbow Drive property owners vote in favor of wastewater improvements, a separate “low pressure” main would be constructed and connected to the developer’s lift station located within Ravinia. Ravinia would allow Rainbow Drive property owners to use their lift station, a significant cost savings.

If the Board creates the MSBU(s) but the developer doesn’t proceed with the water and sewer improvements, are we still subject to an assessment?

No, the MSBU(s) would be dissolved.

Will Ravinia have vehicular access to their development via Rainbow Drive?

No.

Will my property be annexed into the City of Port St. Lucie, and if so, when?

No. SLC and PSLU have a Utility Transfer Agreement which stipulates that unincorporated area properties are not required to be annexed into the City of Port St. Lucie as a condition of utility service.

Will I have fire protection for my home?

Yes. Fire protection will be provided by the installation of fire hydrants located within 500 feet of each home. **Homeowners could receive substantial benefits of insurance discounts for having fire protection. Please check with your insurance company.**

How is my assessment determined?

The assessment amount levied on each property is determined by dividing the total project costs (design, permitting, materials, restoration repairs, etc.) by the total number of equivalent residential connections (ERCs) for the entire MSBU. Generally, each single family residential property is assigned one (1) ERC. The estimated annual payment for this project is calculated at two point five percent (2.5%) interest for a period of up to twenty (20) years. The actual interest rate will be known after financing is obtained and is expected to be lower.

What will the assessment amounts be per parcel if the MSBU(s) are created?

Rainbow Drive I MSBU -Potable Water and Fire Protection:

Maximum assessment amount: \$3,576.58
Maximum annual payment: \$229.43
Discounted prepay amount: \$3,155.09

Rainbow Drive II MSBU -Wastewater:

Maximum assessment amount: \$10,075.28
Maximum annual payment: \$646.30
Discounted prepay amount: \$8,875.55

What are my payment options?

- 1) Prepay: After the Public Hearing is held to create the MSBU and to levy assessments, property owners will be given the option to prepay the assessment prior to the county obtaining financing, thereby avoiding interest and financing fees.
- 2) Financed on the Tax Bill: If the assessment is not prepaid it will automatically be placed on the tax roll and collected annually along with your property taxes for a period of up to twenty (20) years. You may pay off your assessment at any time to avoid interest from that point forward.

*If (once construction is complete) the project comes in under budget and the assessment was prepaid, a refund will be issued to the owner of record. If the assessment is being collected annually along with property taxes, the remaining assessment balance will be adjusted, thereby lowering annual payments.

How do the proposed Rainbow Drive assessments compare to other recent MSBUs?

The assessments levied on the parcels in the River Hammock MSBU in 2019 for just potable water and fire protection was \$11,254. Waste water assessments are usually more than double that of potable water.

Once assessments are levied can they be increased?

No. Once assessments are levied the amount would only remain the same or be reduced.

If I sell my property does the assessment have to be paid in full?

No, the assessment is linked with the property not the owner. The new owner will continue to make the annual payments for the remainder of the financing term.

Do I have to connect my home to the potable water system?

Existing homes would not be required to connect; however, the Health Department would require all new construction be connected to the system.

Can I keep my well?

If you do choose to connect to the potable water system, you may also keep your well for purposes of irrigating your lawn, filling your pool, etc.

When electricity goes out will I have water and waste water service?

Yes, a central water supply includes auxiliary generators to provide service during emergency outages.

What are the benefits of a centralized water system versus well water?

Less maintenance costs	No Salt
No pumps to maintain	No electricity required by homeowner
No water conditioners (rust, iron and sulphur)	
No chance of cross contamination from wastewater	

Is the Board required to obtain petitions/ballots and obtain landowner approval in order to levy special assessments?

No. There is no state law, local ordinance or resolution which requires the Board to obtain landowner approval – by petition, ballot or otherwise – prior to the levy of a special assessment. The law governing special assessments requires the Board to give advance notice of its intent to consider the levy, and to conduct a public hearing at which interested parties may be heard with respect to the proposal before approving a given assessment, but landowner consent or approval is not required.

What happens if the ballots approve one MSBU (i.e. wastewater), but not the other (i.e. potable water)?

The Board would only move forward with creating the MSBU approved by the ballot.

Please return your ballot by November 30, 2020. Only returned ballots will be counted so please return your ballot whether you are in favor of the project or not.

If you have any questions or comments please feel free to contact us at 772-462-3500 or guettlerb@stlucieco.org

Parcel ID: [REDACTED]

VOTING BALLOT

RAINBOW DRIVE 1 – POTABLE WATER AND FIRE PROTECTION

RAINBOW DRIVE 2 – WASTEWATER IMPROVEMENTS

Please read all of the information included with this ballot prior to making your choice. Only ballots signed and returned by November 30, 2020 will be considered.

Do you support the creation of a municipal service benefit unit for the purposes of imposing special assessments to fund (circle one answer for each question below):

- 1) Potable water and fire improvements to your area? YES or NO
- 2) Wastewater improvements to your area? YES or NO

Print Name

Signature (Required)

APPENDIX B

DESCRIPTION OF RAINBOW DRIVE 2 MUNICIPAL SERVICE BENEFIT UNIT

A PARCEL OF LAND LYING IN SECTION 5, T -36- S, R -40- E, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE UNRECORDED DANIELS SUBDIVISION; SAID SUBDIVISION BEING BOUNDED ON THE WEST BY THE EAST LINE OF LOT 109, WHITE CITY SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 23 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; AND BOUNDED ON THE EAST BY THE WEST RIGHT OF WAY LINE OF ST. JAMES DRIVE AS NOW LAID OUT AND IN USE; AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE SOUTH 268' FEET OF THE NE¹/₄ OF THE SE¹/₄ OF SECTION 5, T -36-S, R -40-E; AND BOUNDED ON THE NORTH BY THE FOLLOWING DESCRIBED AGREED LINE AS RECORDED IN ORB 232 AT PAGE 237 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, " STARTING AT A POINT 654.4 FEET NORTH (AS MEASURED ALONG THE EAST LINE OF SECTION 5) AND 25 FEET WEST OF THE SOUTHEAST CORNER OF THE NE¹/₄ OF THE SE ¹/₄ OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST (POINT OF BEGINNING) RUN THENCE WESTERLY ON A BEARING SOUTH 89 54' 40" WEST A DISTANCE OF 1294.75 FEET TO A POINT TERMINUS)

Page

APPENDIX C

FORM OF INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
WASTEWATER SERVICE
RAINBOW DRIVE 2 MUNICIPAL SERVICES BENEFIT UNIT**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2021, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County") and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation (the "City").

WHEREAS, on June 28, 1994, the City and the County entered into an Agreement of Transfer whereby the County transferred ownership of a County water, wastewater, and propane utility system to the City (hereinafter referred to as the "City Utility System"); and

WHEREAS, the Agreement of Transfer provides that the County has the right to create special assessment districts to construct line extensions to the City Utility System to provide utility services to residents in unincorporated portions of the City Service Area and the City has agreed to cooperate with the County to provide utility services to these special assessment districts by entering into separate agreements for each such district in accordance with the Agreement of Transfer and the City Uniform Extension Policy; and

WHEREAS, the County is considering the creation of a special assessment district in the nature of a municipal services benefit unit to fund the cost of providing wastewater service, to be provided by the City Utility System to the Rainbow Drive 2 Municipal Service Benefit Unit in unincorporated St. Lucie County (the "Rainbow Drive 2 MSBU").

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree as follows:

1. **Definitions.** The definitions set forth in the Title entitled "Public Utilities" found in the Port St. Lucie City Code ("City Code") shall apply in this Agreement unless otherwise specified below; provided, however, that for purposes of this Agreement the County shall be considered a "Developer" or "Customer" thereunder except that pursuant to Section 5.4(b)(iii) of the Transfer Agreement, the County is not required to pay Guaranteed Revenues. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning.

(A) **"Service"** - The readiness and ability by the City to furnish water to the Rainbow Drive 2 MSBU.

(B) **"Rainbow Drive 2 MSBU"** - a special assessment district in the nature of a municipal services benefit unit to fund the cost of providing wastewater service, to be provided by the City Utility System to the Rainbow Drive 2 Municipal Service Benefit Unit in

unincorporated St. Lucie County. The Rainbow Drive 2 MSBU is the area described in **Exhibit "A"** to this Agreement.

(C) **"Point of Delivery Collection"** - The point where the pipes of the utility are connected with the pipes of the Property Owners. Unless otherwise indicated, the point of delivery shall be at a point on the Property Owner's lot or property line.

(D) **"Property Owners"** - The owners of record of the real property within the Rainbow Drive 2 MSBU and their respective successors or assigns.

(E) **"Contribution—in-Aid-of-Construction"** - The sum of money, and/or property, represented by the City Charges, as hereinafter defined, and the wastewater treatment and collection system and all appurtenances thereto from the Rainbow Drive 2 MSBU to a Point of Delivery Connection with existing City mains constructed by the Developer (the "MSBU Facilities"), which the Developer shall pay or deliver to the City pursuant to the Developer Agreement to induce the City to continuously provide water service to the Property.

(F) **"Developer"** – Ravinia Port St. Lucie, LLC.

(G) **"Developer Agreement"** – The agreement between the City and the Developer providing for construction of the MSBU Facilities and conveyance of such facilities to the City upon completion.

(H) **"MSBU Facilities"** – The wastewater facilities necessary to serve the parcels of real property comprising the Rainbow Drive 2 MSBU.

2. **Payment.** In accordance with the Agreement of Transfer, the City Uniform Extension Policy, and the City Code, as amended from time to time, the County agrees to pay the water capital charges (collectively "City Charges") from the proceeds of a financing supported by special non-ad valorem assessments to be levied on the properties within the Rainbow Drive 2 MSBU (the "MSBU Financing"). The City acknowledges that any other applicable fees or charges imposed by the City, including but not limited to inspection fees, review fees, and processing fees, shall be paid to the City by the Developer. The Developer and/or Property Owners shall be responsible for the payment of all other applicable fees in accordance with the Agreement of Transfer, the City Uniform Extension Policy, and the City Code, as amended from time to time.

3. **Easement and Rights of Access.** The parties agree that all facilities necessary to provide wastewater service to the Rainbow Drive 2 MSBU will be located in County's rights-of-way depicted on **Exhibit "B"** to this Agreement. The County has represented to the City that the County's rights-of-way include the necessary right of ingress and egress to the property lines of the lots in the Rainbow Drive 2 MSBU. If necessary, the County agrees to assist the City in obtaining any easements rights of access necessary to provide wastewater service from the Property Owner's lot lines to the customer's existing house wastewater system Connection. The County further agrees that the City will be under no obligation to provide wastewater service to

any customer who fails to give the City such access easements, if any. The City hereby agrees that it will use all County right-of-way in accordance with the County's standard right-of-way regulations. Additionally, the County consents to the City's use of its rights-of-way to conduct the work contemplated by this Agreement without the need for a right-of-way permit

4. **Provision of Service** Upon the accomplishment of all the prerequisites contained in this Agreement to be performed by the County, including but not limited to the payment in full of all City Charges, and upon completion and conveyance of the MSBU Facilities by the Developer to the City, the City covenants and agrees that it will allow the connection of the MSBU Facilities installed by the Developer to the central wastewater facilities of the City in accordance with the terms and intent of the the City Code, as amended from time to time, and the City's Utility Standards, as amended from time to time. Such connection shall be in accordance with rules and regulations of the Department of Health and the Florida Department of Environmental Protection. The City agrees that once it provides wastewater service to the Rainbow Drive 2 MSBU and has connected customer installations to its system, that thereafter, the City will continuously provide, in return for payment of all applicable rates, fees, and charges by the Property Owners and in accordance with and subject to the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, wastewater service to the Rainbow Drive 2 MSBU in a manner to conform with all requirements of all governmental agencies having jurisdiction over the wastewater collection and treatment operation of the City.

5. **Design. Review. Construction. Inspection and Conveyance Facilities**

5.1 The City acknowledges that the Developer is responsible for construction of the MSBU Facilities and that the Developer is responsible for transferring ownership and control of the MSBU Facilities in compliance with paragraph 5.4 of this Agreement. The MSBU Facilities are shown in the final approved plans and specifications attached to the Developer Agreement or otherwise on file with the City.

5.2. [Reserved.]

5.3. During the construction of the MSBU Facilities by the Developer, the City shall have the right to inspect such installation and perform testing in accordance with the Developer Agreement.

5.4 Upon review and acceptance of the MSBU Facilities by the City, the Developer will transfer to the City title to the MSBU Facilities installed by the Developer's contractor in accordance with the Developer Agreement.

5.5 [Reserved.]

5.6 [Reserved.]

6. **Ownership of Facilities** The County agrees with the City that all MSBU Facilities conveyed to the City for use in connection with providing wastewater services to the Rainbow

Drive 2 MSBU, shall always remain in the complete and exclusive ownership of the City after written acceptance of the MSBU Facilities by the City, and any entity owning any part of the Rainbow Drive 2 MSBU or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of wastewater services to other persons or entities located within or beyond the limits of the Rainbow Drive 2 MSBU.

7. **Application of Rules, Regulations and Rates.** Notwithstanding any provision in this Agreement and to the extent not in conflict with the Transfer Agreement, the City may establish, revise, modify and enforce rules, regulations and rates covering the provision of water and/or wastewater service to the Rainbow Drive 2 MSBU. If such rules are found in conflict with the Transfer Agreement, the rule(s) shall not be enforced against the County or the Property Owners to the extent of such conflict. Such rules, regulations and rates are subject to the approval of the City Council of the City. Such rules and regulations shall always be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to the Property Owners shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon the County and Property Owners, upon any other entity holding by, through or under the County or the Property Owners and upon any customer of the water and/or wastewater service provided to the Rainbow Drive 2 MSBU by the City provided, however, that the County shall be bound only by such rules, regulations and rates which relate to the construction, installation, and conveyance of MSBU Facilities to the City as described herein.

8. **Disclaimers, Limitations on Liability, County Obligations.**

8.1 **Status** The parties deem each other to be independent contractors, and not agents of the other.

8.2 **Force Majeure** Neither the City nor the County as to the Property Owners, shall be liable or responsible to the other by reason of the failure or inability to take any action it is required to take or to comply with the requirements imposed hereby or any injury to the other or to those claiming by or through the other, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth. The term "force majeure as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbance: acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics, breakdowns of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, hurricanes, fires, storms, floods, or washouts; arrests; title disputes; or other litigation; governmental restraints of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations,

orders, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of either party that by exercise of due diligence the respective party is unable to overcome.

8.3. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof, except that, the Property Owners and their successors or assigns shall be considered third party beneficiaries of this Agreement.

8.4. Disclaimer of Security. Notwithstanding any other provision of this Agreement, the County expressly acknowledges (a) that it has no pledge of or liens upon any real property, any personal property, or any existing or future revenue source of the City as security for any amounts of money payable by the City under this Agreement; and (b) that its rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the City, whether currently outstanding or hereafter issued.

8.5 County Obligations. The County's sole obligations under this Agreement are to pay all City Charges set forth Section 2. of this Agreement. Following the fulfillment of these obligations, the County shall have no further responsibilities under this Agreement.

9. Permission to Connect Required - Annexation/Surcharge. The Property Owners, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any customer installation to the water or wastewater facilities of the City until the City has granted approval for such connection. Pursuant to the Transfer Agreement, the City has the right to condition connection approval upon, at the option of the Property Owners, either (A) the payment of a surcharge as authorized by Section 180.191, Florida Statutes, or (B) by agreement to be voluntarily annexed into the City upon the determination to do so.

10. Consent to Rainbow Drive 2 MSBU Upon Annexation. The parties acknowledge that annexation of the Rainbow Drive 2 MSBU into the City will result in the existence of a St. Lucie County municipal services benefit unit within the jurisdictional boundary of the City. Accordingly, the City agrees that if it intends to annex the Rainbow Drive 2 MSBU (or any part thereof), into the City it will include within the appropriate annexation ordinance a statement that the City consents to the existence of the Rainbow Drive 2 MSBU within the boundaries of the City pursuant to the provisions of Section 125.01(1)(q), Florida Statutes

11. Covenant Not to Engage in Utility Business. To the extent not in conflict with the Transfer Agreement and provided that the City has not defaulted under the terms of this Agreement, the County, as a further consideration for this Agreement, agrees that it shall not (the

words "shall not" being used in a mandatory definition) engage in the business of providing water or wastewater service to the Rainbow Drive 2 MSBU during the time the City, or its successors and assigns, provides water and/or wastewater service to the Rainbow Drive 2 MSBU, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land. Under said provision and also under other provisions of this Agreement, the City shall have the sole and exclusive right and privilege to provide wastewater service to the Rainbow Drive 2 MSBU and to the occupants of each residence, building or unit constructed thereon.

12. **Reservation of Capacity.** City will reserve 22 ERC's for wastewater service (the "Reserved ERC's") for the 22 properties in the MSBU provided the County: (a) complies with all the terms and conditions set forth in this Agreement, and (b) complies with all the provisions of the City's applicable Ordinances, as the same may be modified or amended. Each Property Owner shall have the right to utilize one of the Reserved ERC's upon connection to the City's wastewater systems without payment of additional charges to the City.

13. **Entire Agreement: Amendments: Applicable Law.** This Agreement supersedes all other previous agreements or representations in effect between the County and the City and made with respect to the matters herein contained. No addition, alteration or variation of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations, or waivers are expressed in writing and duly executed by both parties. This Agreement shall be governed by the laws of the State of Florida.

14. **Notices.** Any notice, report, demand or other instrument authorized or required to be given or furnished hereunder shall be deemed given or furnished (i) when addressed to the party intended to receive the same, at the address of such party set forth below, on the date hand delivered at such address, or (ii) three (3) business days after the same is deposited in the United States mail as first class mail, postage paid, return receipt requested, whether or not the same is actually received by such party, or (iii) on the first business day following delivery of same to an overnight courier, as evidenced by the sender's copy of the bill of lading issued by such overnight courier.

Any party may change the address to be used for notification purposes hereunder by providing written notice thereof in accordance with the terms hereto to the other parties.

If to County:
St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:
St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

St. Lucie County Engineer
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to City:

With a copy to:

City Manager
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34952

City Attorney
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34952

Port St. Lucie Utility Systems Department
900 S.E. Ogden Lane
Port St. Lucie, Florida 34983
Attn. Jesus A. Merejo, Utility Systems, Director

15. **Recording of Agreement.** The City, at the County's expense, shall cause this Agreement to be recorded with the Clerk of the Circuit Court of St. Lucie County, Florida.

16. **Effective Date.** This Agreement shall be effective upon filing with the Clerk of the Circuit Court of St. Lucie County, Florida, in accordance with Section 163.01(11), Fla. Stat.

17. **Venue.** Venue of any action to enforce the terms of this Agreement shall be in St. Lucie County if filed in state court, and in the Southern District of Florida if filed in federal court.

18. **Agreement Not Waiver.** No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver, nor shall any such provision be binding upon the parties or construed as precedential in any subsequent transaction between the parties respecting wastewater services to other real property.

19. **Binding Agreement: Assignments by the County.** This Agreement shall be binding upon and shall inure to the benefit of the County, the City and their respective assigns and successors by merger, consolidation or conveyance. The rights held by the County under this Agreement shall not be sold, conveyed, assigned or otherwise disposed of by the County without the written consent of the City first having been obtained. The City agrees not to unreasonably withhold such consent.

20. **Survival of Covenants.** The rights, privileges, obligations and covenants of the County and the City shall survive the completion of the work by the County with respect to completing the MSBU Facilities or any phase of the MSBU Facilities.

21. **Severability.** If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is legal, valid and enforceable.

22. **Financing.** The County's obligations under this Agreement are subject to and conditioned upon the County successfully closing the MSBU Financing. In the event the County

does not successfully close the MSBU Financing, the County may terminate this Agreement by written notice to the City.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement, with the named exhibits attached, to be executed in several counterparts, each of which counterpart shall be considered an original executed copy of the Agreement.

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

ATTEST:

DEPUTY CLERK

By: _____
CHAIR

**APPROVED AS TO FORM AND
CORRECTNESS**

COUNTY ATTORNEY

ATTEST:

CITY OF PORT ST. LUCIE, FLORIDA

DEPUTY CLERK

BY: _____
MAYOR

**APPROVED AS TO FORM AND
CORRECTNESS**

CITY ATTORNEY

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, as the Chairman of the Board of County Commissioners for St. Lucie County, Florida, a political subdivision of the State of Florida who is personally known to me.

Print Name: _____
Notary Public, State of Florida
Commission No: _____
My Commission Expires: _____

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as the Mayor of the City of Port St. Lucie, Florida, a municipality organized under the laws of the State of Florida, who (check one) ___ is personally known to me, ___ produced a driver's license (issued by a state of the United States within the last five years) as identification, or ___ produced other identification, to wit:

_____.

Print Name: _____
Notary Public, State of Florida
Commission No: _____
My Commission Expires: _____