

ORDINANCE 20-__

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING TOTAL TRUCK PARTS PURCHASE OF PARCEL NO. 2, LTC RANCH PUD NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 40, PAGE 1, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; AND, WAIVING COMPLIANCE OF CERTAIN POST-CLOSING COVENANTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie (“City”) deeded Parcel 2, LTC Ranch PUD 1, according to the plat thereof, as recorded in Plat Book 40, Page 1, of the Public Records of St. Lucie County, Florida (the “Property”), to White Aluminum Fabrication, Inc. (“White Aluminum”) on January 28, 2008 (the “2008 Deed”), pursuant to a November 13, 2007, Purchase and Sale Agreement (the “2007 Agreement”); and

WHEREAS, the 2007 Agreement contained post-closing covenants related to economic development of the Property, including certain employment obligations; and

WHEREAS, the 2007 Agreement contained post-closing covenants related to the development of the Property, including certain construction obligations; and

WHEREAS, the 2008 Deed included a reverter provision whereby the Property would revert to the City in certain circumstances; and

WHEREAS, White Aluminum has requested that the City Council grant White Aluminum relief from the post-closing covenants contained in the 2007 Agreement, including releasing the reverter clause in the 2008 Deed; and

WHEREAS, the City Council agrees to relieve White Aluminum from the post-closing covenants contained in the 2007 Agreement and release the reverter clause contained in the 2008 Deed on the following conditions: (1) that the pending transaction wherein White Aluminum agrees to the sell the Property to Total Truck Parts closes and title to the Property is transferred to Total Truck Parts; and, (2) that White Aluminum pays One Hundred Eight Thousand Seven Hundred and Thirty-Three Dollars (\$108,733.00) to the City at the closing of the pending transaction between White Aluminum and Total Truck Parts.

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

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 Ordinance.

Section 2. That the City Council hereby approves the sale of the Property to Total Truck Parts and acknowledges that Total Truck Parts is purchasing the Property for fair market value and will not be subject to the provisions contained in the 2007 Agreement or the reverter clause

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contained in the 2008 Deed.

Section 3. That the City Council hereby agrees, subject to the conditions outlined herein, to relieve White Aluminum of its obligation to comply with the post-closing employment covenant contained in Paragraph 6(a) of the 2007 Agreement and that the following portion of Paragraph 7(b) of the 2007 Agreement will not be enforced against White Aluminum, its affiliates, successors or assigns:

If Purchaser has not met its obligations under the Employment Covenant by failing to employ for a period of one (1) year after the Measuring Date at least thirty (30) people at an average wage including benefits of at least \$17.50 per hour, then and in that event, the Purchaser agrees to pay to Seller, on demand, the following penalty: \$52,000.00 per employee for each employee less than thirty (30) employees, up to a maximum \$260,000.00 total financial penalty.

Section 4. That the City Council hereby agrees, subject to the conditions outlined herein, to release the reverter clause contained in the 2008 Deed.

Section 5. Conditions to Approval. That the City Council hereby agrees to Section 3 and Section 4, above, subject to the following conditions: (1) that the pending transaction wherein White Aluminum agrees to the sell the Property to Total Truck Parts closes and title to the Property is transferred to Total Truck Parts; and, that White Aluminum pays One Hundred Eight Thousand Seven Hundred and Thirty-Three Dollars (\$108,733.00) to the City at the closing of the pending transaction between White Aluminum and Total Truck Parts.

Section 6. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

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

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

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2020.

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CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

Karen A. Phillips, City Clerk

By: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

James D. Stokes, City Attorney