

City of Port St. Lucie

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



Meeting Agenda

Monday, May 18, 2026

9:00 AM

Council Chambers, City Hall

City Council Workshop

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV

Stephanie Morgan, Councilwoman, District I

Dave Pickett, Councilman, District II

Anthony Bonna, Sr., Councilman, District III

Please visit www.cityofpsl.com/tv for new public comment options.

1. **Meeting Called to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public to be Heard**
5. **Resolutions**
 - 5.a Resolution 26-R36, Resolution to Approve Second [2026-475](#)
Amendment to Agreement for Construction of Park and
Recreational Facilities for Regional Park and Park Impact Fee
Credits
6. **New Business**
 - 6.a City Manager's Annual Review [2026-377](#)
 - 6.b City Attorney's Annual Review [2026-378](#)
7. **Adjourn**

Notice: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, if a person decides to appeal any decision made by the City Council, board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

Notice: Public and Press are invited to review all the backup for Council Meetings. Copies are available in the City Clerk's Office on Wednesday, Thursday, Friday, and Monday before Council Meetings. On Meeting nights, a copy of backup material is available in the reception area of City Hall for public review. Please leave the agenda and backup material in good order for others to review.

Notice: Anyone wishing to speak during Public to be Heard and/or on any Agenda Item is asked to fill out a white Participation Card and submit it to the City Clerk. Participation Cards are available on the side table in Council Chambers, at the reception desk in City Hall lobby, and in the City Clerk's Office.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's Office at 772-871-5157.

As a courtesy to the people recording the meeting, please turn all cell phones to silent or off. Thank you.



Agenda Summary
2026-475

Agenda Date: 5/18/2026

Agenda Item No.: 5.a

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R36, Resolution to Approve Second Amendment to Agreement for Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits

Submitted By: Zak Sherman, Acting Facilities Maintenance Director

Strategic Plan Link: The City's Goal to Enjoy Culture, Nature and Recreation.

Executive Summary (General Business): Extend Outside Completion Deadline by approximately three months.

Presentation Information: Questions will be answered upon request.

Staff Recommendation: Move that the Council approve the amendment.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the amendment.
2. Move that the Council not approve the amendment.

Background: The City and Mattamy Palm Beach, LLC (“Mattamy”) entered into the Agreement for the Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits on May 21, 2024, and the first amendment thereto on December 1, 2025 (the “Agreement”). Section C.2 of the Agreement requires Final Completion of the Park Improvements within twenty-four (24) months of the Effective Date, which is May 21, 2026 (“Outside Completion Date”).

Issues/Analysis: The City and Mattamy desire to extend the Outside Completion Date by approximately three (3) months to September 1, 2026, in order to provide more time to true-up payment and reimbursement between the parties for additional scope that has been added to the project and provide sufficient time for the additional scope to be completed.

Financial Information: N/A

Special Consideration: N/A

Location of Project: Tradition Regional Park

Business Impact Statement: N/A

Attachments:

1. Resolution
2. Exhibit "A" to Resolution - Second Amendment
3. Agreement
4. First Amendment to Agreement

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

Internal Reference Number: 26132-02

Legal Sufficiency Review:

Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 26-R__

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION OF PARK AND RECREATIONAL FACILITIES FOR REGIONAL PARK AND PARK IMPACT FEE CREDITS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Mattamy Palm Beach, LLC (“Mattamy”) entered into the Agreement for the Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits on May 21, 2024, and the first amendment thereto on December 1, 2025 (the “Agreement”); and

WHEREAS, Section C.2 of the Agreement requires Final Completion of the Park Improvements within twenty-four (24) months of the Effective Date, which is May 21, 2026 (“Outside Completion Date”).

WHEREAS, the City desires to enter the attached Second Amendment for Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits (“Amendment”); and

WHEREAS, the parties desire to extend the Outside Completion Date in the Agreement by approximately three (3) months to September 1, 2026, in order to provide more time to true-up payment and reimbursement between the parties and come forward with an additional Amendment to the Agreement to memorialize said true-up; and

WHEREAS, the terms of the Amendment are set forth as attached hereto as **Exhibit “A”**; and

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

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

Section 2. Implementation. The City Manager, or his designee, or the Mayor, or her designee, are hereby authorized and directed to proceed to execute the

RESOLUTION 26-R__

Amendment in substantially the same form as attached hereto as **Exhibit “A”** and take any and all necessary actions to implement the Amendment.

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

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

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

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

Sally Walsh, City Clerk

APPROVED AS TO FORM:

Richard Berrios, City Attorney

**SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION OF PARK
AND RECREATIONAL FACILITIES FOR REGIONAL PARK AND
PARK IMPACT FEE CREDITS**
(Western Grove/Regional Park)

This Second Amendment to Agreement for Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits (this "Amendment") is entered into as of this ____ day of _____, 2026, by and between the City of Port St. Lucie, a Florida municipal corporation, whose address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 ("City"), and Mattamy Palm Beach, LLC, a Delaware limited liability company, whose mailing address is 4901 Vineland Road, Orlando, Florida 32811 ("Mattamy" or "Developer").

WHEREAS, the City and Mattamy entered into the Agreement for the Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits on May 21, 2024, and the first amendment thereto on December 1, 2025 (the "Agreement"); and

WHEREAS, section C.2 of the Agreement requires Final Completion of the Park Improvements within twenty-four (24) months of the Effective Date, which is May 21, 2026 ("Outside Completion Date"); and

WHEREAS, the parties desire to extend the Outside Completion date by approximately three (3) months to September 1, 2026, in order to provide more time to true-up payment and reimbursement between the parties and come forward with an additional Amendment to the Agreement to memorialize said true-up; and

WHEREAS, the City and Mattamy desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the parties hereby agree as follows:

- 1. Incorporation of Recitals.** The recitals as set forth above are hereby incorporated into the substantive body of this Amendment.
- 2. Amendment.** The Outside Completion Date is extended to September 1, 2026.
- 3. Capitalized Terms.** Each capitalized term used herein but not defined shall have the meaning ascribed thereto in the Agreement.
- 4. Effect of Amendment.** Except as modified herein, the Agreement remains unchanged. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control and govern.
- 5. Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any

of the parties hereto may execute this Amendment by signing any such counterpart.

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Jesus Merejo, City Manager

Date: _____

Mattamy Palm Beach, LLC, a Delaware limited liability company

By: _____
Print: Kari Karl Atherton
Title: Vice President
Date: 5/17/26

This instrument was prepared by and upon recording should be returned to:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
2300 SE Monterey Road, Ste 201
Stuart, Florida 34996
File No. MA303-0001

**AGREEMENT FOR THE CONSTRUCTION OF
PARK AND RECREATIONAL FACILITIES FOR
REGIONAL PARK AND PARK IMPACT FEE CREDIT AGREEMENT
(Western Grove / Regional Park)**

This AGREEMENT FOR THE CONSTRUCTION OF PARK AND RECREATIONAL FACILITIES FOR REGIONAL PARK AND PARK IMPACT FEE CREDITS (“Agreement”) is made and entered into effective as of the 21st day of May, 2024 (“Effective Date”), by and between MATTAMY PALM BEACH, LLC, a Delaware limited liability company (“Developer”), and the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation (“City”). Developer and the City sometimes each referred to as a “Party” or jointly as the “Parties.”

WITNESSETH

WHEREAS, the City owns that certain parcel of land described on **Exhibit “A”** attached hereto (the “Regional Park Property”); and

WHEREAS, in 2020 a conceptual master plan for the Regional Park Property was developed and this concept was approved by the City Council on April 19, 2021; and

WHEREAS, since that time it was determined that the conceptual master plan for the Regional Park Property will be constructed in phases; and

WHEREAS, Developer has agreed to construct or cause the construction of improvements on the Regional Park Property for Phase I of the Regional Park project, including but not necessarily limited to, clearing, infrastructure improvements, park and recreational facilities and such other related and associated improvements (all such improvements collectively referred to as (the “Park Improvements”), as more particularly described in **Exhibit “B”** this Agreement; and

WHEREAS, City desires to grant Developer a license agreement to construct the Park Improvements on the Regional Park Property; and

WHEREAS, Developer and the City agree to share in the cost of construction and development of the Park Improvements, as more particularly described in this Agreement; and

WHEREAS, the City has adopted a Park and Recreation Impact Fee Ordinance (the “Ordinance”), which provides for impact fees (“City Park Impact Fees”) to be paid at the time of issuance of building permits for nonexempt dwelling units in the City for the purpose of ensuring

an adequate level of service in parks and recreational facilities in the City; and

WHEREAS, the Ordinance permits the City to grant impact fee credits in lieu of all or part of the payment of City Park Impact Fees for the dedication or donation of property for park and recreation facility and for the design, permitting and construction of capital improvements for a park and recreation facility (“City Park Credits”) if the facility is described in the City’s Park Program¹;

WHEREAS, the Regional Park is described in the City’s Park Program; and

WHEREAS, the City desires to provide City Park Credits to Developer for a portion of the value of the Park Improvements; and

WHEREAS, Developer and the City desire to establish their respective rights and obligations regarding Developer’s construction of the Park Improvements on the Regional Park Property and the granting of City Park Credits to Developer in exchange for such construction.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both Parties hereto, the Parties hereby agree as follows:

A. Incorporation by Reference. The above recitals are true and correct and are made a part of this Agreement by reference.

B. Grant of License for Park Improvements Construction. Subject to the terms and conditions set forth below, (i) City hereby grants and conveys to Developer (a) a temporary license in, over and across such portion of the Regional Park Property as is reasonably necessary for purposes of constructing the Park Improvements and other work related thereto; and (b) temporary license for ingress and egress, including but not limited to, construction vehicles for transport of equipment, materials and personnel, to and from such portion of the Regional Park Property as is reasonably necessary for purposes of constructing the Park Improvements, as well as conducting any pre-construction testing of the Regional Park Property; and (ii) City hereby grants and conveys to Developer, a license to but not the obligation to improve the Regional Park Property with a temporary road in order to facilitate such ingress and egress for construction of the Park Improvements, provided however, that any temporary construction of roadway within the Regional Park Property shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

C. Construction of Park Improvements

1. Construction Pursuant to Scope and Specs. Developer shall cause the Park Improvements to be engineered, designed and constructed in accordance with the plans and specifications that Developer shall cause to be prepared by an architect and/or engineer, which

¹ “Park Program” is that portion of the City’s “Five Year Capital Improvement Program” identifying park and recreation improvements with funding programmed from park and recreation impact fees, as that program may be amended from time to time.

plans and specifications (“Scope and Specs”) must be acceptable to City, which acceptance shall not be unreasonably withheld, conditioned or delayed, and must also be in substantial compliance with the preliminary plans and specifications attached hereto as Exhibit “B” (the “Preliminary Scope and Specs”). The construction of the Park Improvements shall be performed by Developer acting as a general contractor, or if not the Developer, a general contractor upon obtaining no less than three (3) bids to be provided to the City for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in strict accordance with the Scope and Specs approved by the City. A copy of the resulting contract shall be provided to the City. After the Scope and Specs are completed and approved by all governmental agencies and parties having approval right of such Scope and Specs, the Developer shall promptly cause the application for and the diligent pursuit of all necessary permits for the Park Improvements. Final Completion of all Park Improvements shall be within twenty-four (24) months of the Effective Date, subject to any delays caused by Force Majeure event or Weather Delay (as defined below) (the “Outside Completion Date”).

For purposes of this Agreement, the “Final Completion” of construction of the Park Improvements shall not be deemed to have occurred until such time as the City has issued a Certificate of Completion (as defined in section C.8 below) for all Park Improvements, all applicable permits issued in connection with the Park Improvements have been properly closed, and the City has accepted all Park Improvements via Bill of Sale with corresponding Affidavit of No Liens (“Final Completion”).

2. Conditions to Commencement of Construction. Prior to commencement of construction of the Park Improvements, Developer shall provide the City with: (a) a Park Improvement Bond in a form and content acceptable to the City, in an amount equal to 120% of the total estimated cost of the Park Improvements, as reflected in one or more cost estimate or budgets, issued by the contractor performing the construction of the Park Improvements based on the approved Scope and Specs; (b) evidence all necessary permits have been obtained; (c) a copy of the construction contracts; and (d) evidence of a certificate of insurance reasonably satisfactory to City evidencing liability insurance as set forth below.

3. Insurance Requirements.

Prior to the commencement of any work contemplated by this Agreement, Developer must provide the CITY a certificate of insurance evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

i. Workers’ Compensation Insurance & Employer’s Liability: Developer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers’ Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

ii. Commercial General Liability Insurance: Developer shall agree to maintain

Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

iii. Additional Insured: Developer shall provide an Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. Developer's coverage shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

iv. Except as to Workers' Compensation and Employers' Liability insurance, Developer's Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include the Agreement for Construction of Park and Recreational Facilities for Regional Park and Impact Fee Credit Agreement."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, shall Developer be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

v. Business Automobile Liability Insurance: Developer shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event Developer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Developer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. A waiver of

subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

vi. Waiver of Subrogation: By entering into this Agreement, Developer agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Developer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

vii. Deductibles: All deductible amounts shall be paid for and be the responsibility of Developer for any and all claims under this Agreement.

B. It shall be the responsibility of Developer to ensure that all Contractors, independent contractors and/or sub-contractors (CONTRACTOR) comply with the below **insurance requirements**. It shall be the responsibility of Developer to obtain Certificates of Insurance from all CONTRACTORS listing the City as an Additional Insured without the language, "when required by written contract."

i. Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum.

ii. Commercial General Liability Insurance: CONTRACTOR shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

iii. Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of completion of the Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage

for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

iv. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Automobile Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include the Agreement for Construction of Park and Recreational Facilities for Regional Park and Impact Fee Credit Agreement."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the CONTRACTOR shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

v. Business Automobile Liability Insurance: CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

vi. Pollution Liability Insurance: CONTRACTOR shall agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

vii. Waiver of Subrogation: The CONTRACTOR agrees to a Waiver of

Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a contract on a pre-loss basis..

viii. Deductibles: All deductible amounts shall be paid for and be the responsibility of CONTRACTOR for any and all claims under this Agreement.

C. Developer, and the CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

D. The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

E. A failure on the part of the part of Developer to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for cancellation of this Agreement.

4. Indemnification. Developer shall indemnify and hold harmless City, and its directors, officers, employees and agents, and their respective heirs, successors and assigns, from and against any and all liability to any person or entity for or on account of any death or injury to persons or any damage to property, as well as any loss, damage, lien, claim, injury or expense (including reasonable out-of-pocket attorneys' fees and actual out-of-pocket costs) which is a direct cause of Developer's negligence or willful act or omission or, resulting from, arising out of or occurring in connection with this Agreement, including but not limited to, the use of the Regional Park Property by Developer or its agents, employees or contractors during the construction of the Park Improvements, including, without limitation, a violation of any federal, state or local environmental, health or safety rules or regulations by Developer or its agents, employees or contractors in the use of the Regional Park Property, which indemnification and hold harmless shall survive any termination of this Agreement

5. Termination. The temporary license elements of this Agreement, including, without limitation, the rights and obligations of Developer hereunder (except for those obligation which expressly survive the termination hereof) shall terminate upon the earlier to occur of: (i) Final Completion of the Park Improvements; and/or (ii) following written notice from City to Developer after the occurrence of a Developer Event of Default, following Developer's right to cure same (as

defined below); and/or (iii) if the construction and excavation of the Park Improvements are not completed by the Outside Completion Date, subject to a Force Majeure or Weather Delay or any extension that may be agreed to by the Parties.

6. Use of the Regional Park Property by Developer. The Developer shall use the Regional Park Property in accordance with all applicable federal, state and local laws, rules and regulations, licenses, permits and orders including those of all applicable governmental and quasi-governmental agencies, boards and instrumentalities. Developer shall not permit any Developer employees, agents or contractors to store or place at any time any items (including vehicles) within the Regional Park Property which could block vehicular or pedestrian access from and across the Regional Park Property. Accordingly, any entry upon the Regional Park Property by Developer, its employees, agents or contractors, to either construct, excavate or maintain the Regional Park Property will be subject to the reasonable requirements of the City if the requirements are provided to Developer in writing. Developer shall promptly restore any damage to any improvements located on the Regional Park Property and caused by Developer's, its employees', agents' or contractors' use of the Regional Park Property at the Developer's sole expense.

7. Inspection of Improvements by City. During the construction of the Park Improvements, from time to time, the City may perform inspections of the construction. Such inspections shall be attended by designated representatives of both the City and Developer and to the extent possible shall take place at a time mutually agreed to by both Parties. The City shall use best efforts to minimize any interference or interruption to any construction activity occurring at the Regional Park Property. No later than three (3) business days after such inspection, the City shall give Developer a written inspection report, identifying any violations of the Scope and Specs or any applicable building code, or whether the construction is satisfactory. Notwithstanding, this provision is inapplicable to City staff performing inspections of the site plan per the Site Plan Review Committee and permitting/inspection process.

8. Notice of Completion of Construction. Developer shall provide written notice to the City of its completion of construction of the Park Improvements or components of Park Improvements, and within seven (7) business days after delivery of such notice, the City shall make a final inspection to confirm that the relevant Park Improvements or components of Park Improvements, have been completed in substantial compliance with the Scope and Specs and compliance with any applicable codes, regulations or laws. Upon receipt of notice from the City that the Park Improvements or components of Park Improvements have passed the forgoing inspection, and at a mutually agreeable time thereafter, Developer shall deliver to the City (a) a signed Bill of Sale, in a form mutually acceptable to the Parties (the "Bill of Sale") conveying the Park Improvements or components of Park Improvements to the City, (b) an Affidavit of No Liens (c) a signed assignment of warranties, in a form mutually acceptable to the Parties, assigning to the City the Developer's rights and interest in and to all third party warranties pertaining to the Park Improvements or components of Park Improvements, to the extent assignable, Developer will use its best efforts to ensure all warranties are assignable including a Warranty for General Construction Work (the "Assignment of Warranties"). Other than the foregoing, Developer shall not give the City any warranties with respect to the Park Improvements or components of Park Improvements, including without limitation, warranties as to the quality, use or fitness of any construction, materials or equipment. Upon receipt and acceptance of the Bill of Sale, Assignment of Warranties, Affidavit of No Liens, and all permits issued in connection with the Park

Improvements or components of Park Improvements, having been properly closed, the City shall deliver to Developer written acceptance of the Park Improvements or components of Park Improvements (“Certificate of Completion”). Upon issuance of the Certificate of Completion, the City shall be solely responsible for all ongoing maintenance, repair, operation and replacement of the Park Improvements or components of Park Improvements and Developer shall have no responsibility or obligation related to same. For the purposes of this Agreement “component of Park Improvements” shall mean the improvements being turned over to the City and may be any portion of the Park Improvements as agreed between Developer and City.

9. Naming of Park. Intentionally Omitted.

D. Funding Sources and Reimbursement Procedure.

1. Funding Sources. The estimated cost of the Park Improvements is approximately \$22,847,418.36, less any amounts reimbursed to Developer pursuant to the Early Site Work Agreement (Earthwork Construction) between Developer, the City and the Tradition Community Development District 1 (“Earthwork Funds”). The Parties acknowledge that this amount is an estimate and subject to change. Developer and the City hereby acknowledge and agree that the cost of designing, permitting and construction of the Park Improvements shall be paid by Developer, with portions of such costs to be reimbursed to Developer.

A. *City Reimbursement*. City has the following funds available to it to reimburse Developer:

- i. City cash funds up to \$18,727,418.00 (“City Cash Contribution”, less the Earthwork Funds);
- ii. City Park Credits up to \$2,100,000.00, (i. and ii. herein collectively defined as “City Share”).

Developer acknowledges and agrees that it will not receive reimbursement for expenses associated with Tradition Regional Park from the City for any amounts above and beyond the City Share.

b. *County Reimbursement*. St. Lucie County (“County”), Developer, and City intend to enter a Parks Impact Fee Credit Agreement for Traditional Regional Park (“County Credit Agreement”) whereby County will provide Developer with \$2,750,000.00 of County Park Impact Fee Credits (“County Credits”) for certain portions of the Park Improvements, specifically those relating to athletic fields (“County Creditable Improvements”) once the requirements for reimbursement pursuant to the County Credit Agreement have been met, which requirements include or will include the Developer providing documentation to County confirming that a particular component of a County Creditable Improvement has been completed and accepted by the City. Developer acknowledges that it will be required to complete the Park Improvements described on Exhibit “B” notwithstanding the final terms of the County Credit Agreement, whether the County Credit Agreement is executed, or whether the County Credit Agreement expires or is terminated. Developer agrees and acknowledges it will not seek reimbursement for

expenses associated with Tradition Regional Park from the City for any amounts above and beyond the City Share.

c. *Order of Use of Reimbursement Funds.* Developer shall be reimbursed through drawdowns from City Cash Contribution first and City Park Credits second. Notwithstanding, to the extent available, Developer shall draw down on County Credits first for reimbursement of any components of Park Improvements that are County Creditable Improvements until such time as the County Credits are unavailable.

d. *Developer Responsibility.* Developer shall be responsible for any expenses or costs for the Park Improvements that are not reimbursable by the City or County pursuant to Section D. However, City acknowledges Developer may seek reimbursement from a relevant Community Development District (“CDD”) through an improvement acquisition agreement entered with the relevant CDD so long as the bond issue serving as the CDD funding source makes provision for direct transfer of such infrastructure to the City (“Developer’s Share”). However, a homeowner’s lot will not be subject to CDD debt assessments to repay the CDD’s direct financing of costs of one or more of the Park Improvements (as evidenced by the CDD Engineer’s Report associated with such CDD bond issuance), unless the homeowner’s lot so assessed receives the benefit of any City Credit granted for such costs and charge.

e. *Non-reimbursable expenses.* Developer agrees and acknowledges that:

- i. it has voluntarily entered into this Agreement with the City and the City did not require this Agreement in exchange for the right for Developer to develop property; and
- ii. the City did not require this Agreement in exchange for the right for Developer to develop property; and
- iii. this Agreement does not constitute an exaction; and
- iv. that all costs relating to the Traditional Regional Park not explicitly identified as reimbursable by this Agreement are a donation to the City; and
- v. it is not entitled, waives any right to, and will not seek reimbursement or impact fee credits for any expenses incurred relating to Tradition Regional Park from the City above and beyond the City Share.

2. Reimbursement Procedure. Developer agrees to pay for the costs of designing, permitting, and constructing the Park Improvements and the City agrees to reimburse Developer such costs, up to the City’s Share. Developer shall receive reimbursement payments as follows: upon completion of a component of the Park Improvements, Developer shall submit a request for such payment to the City. Upon turnover and acceptance by the City of such component of the Park Improvements in accordance with Section C.8 above, the City shall pay Developer for such improvements in accordance with the terms of this Agreement. The payment will be based on documentation (sufficient to the City in its reasonable discretion) showing the actual cost of the component of the Park Improvements that Developer seeks reimbursement for. The City shall have

thirty (30) days from receipt of such request for payment to review and approve or reject same, which approval shall not be unreasonably withheld or delayed. No later than thirty (30) days after such approval of the payment request, and acceptance of turnover of the component(s), the City shall deliver to Developer the applicable payment.

3. Park Improvement Bond. The Park Improvement Bond shall stay in effect until Final Completion and at which time the Park Improvement Bond shall be terminated and/or released by City. The Park Improvement Bond may be drawn upon by City to pay the costs related to completing the construction of the Park Improvements if such construction is not completed as provided in this Agreement, it being understood that the right to draw upon the Park Improvement Bond shall survive any termination of this Agreement resulting from a Developer Event of Default. Prior to the City having the right to draw on the Park Improvement Bond as a result of Developer's failure to complete Final Completion by the Outside Completion Date, City shall send a second written notice to Developer indicating its intent to draw on the Park Improvement Bond if Developer does not cure such failure within twenty (20) days from receipt of such written notice. Notwithstanding the foregoing, the Developer shall have the right, but not the obligation, during the course of construction of the Park Improvements, to reduce the Park Improvement Bond from time to time, so long as the Developer submits to the City, an engineer's certificate signed by the EOR certifying the percentage completion, the Park Improvement Bond may be reduced by an amount equal to one half of such percentage.

E. Issuance of City Park Credits.

1. Impact Fees. Developer shall be entitled to credits against City Park Impact Fees up to \$2,100,000.00 (expressed in 2024 dollars) as set forth in Section D of this Agreement. Upon Developer being eligible to seek City Park Credits for reimbursement of components of Park Improvements pursuant to Section D.1.c above, and completing the process for reimbursement pursuant to Section D.2 above for a particular component of Park Improvements, the City shall issue a City credit receipt confirming the amount of City Credit issued to Developer ("Credit Receipt"). The total of each Credit Receipt will be placed in an account for Developer and permitted Credit Assignee (as defined below) to drawdown on ("Traditional Regional City Park Credit Account").

2. Credit Value. Pursuant to section 163.31801(5), Florida Statutes (2023), the holder of a Credit Receipt or Credit Assignee (as defined below) thereof shall be entitled to the full benefit of the density or intensity based on City Park Impact Fee rates in effect when each component of Park Improvements is completed and the Credit Receipt is issued ("Effective Fee"). Upon exhaustion of the total City Park Credits established under this Agreement, unless this Agreement is amended, supplemented and/or replaced and additional City Park Credits are granted to Developer, the building permit applicants for all remaining nonexempt dwelling units in the Western Grove Development of Regional Impact recorded in Official Records Book 5102, Page 1654 of the Public Records of St. Lucie County, Florida, as may be amended, Southern Grove Development of Regional Impact recorded in Official Records Book 5086, Page 2121 of the Public Records of St. Lucie County, Florida, as may be amended and Tradition Development of Regional Impact recorded in Official Records Book 3864, Page 1840 of the Public Records of St. Lucie County, Florida, as may be amended (collectively "DRI Properties"), as applicable, shall pay

directly to the City, at building permit issuance, the then applicable Park Impact Fees in accordance with the City's Code. This Agreement is not intended to determine whether a Credit Receipt, or portion thereof, assigned to development outside of the DRI Properties is entitled to the Effective Fee. This determination shall be made separately by the City in accordance with the Ordinance and Florida law.

3. Limitation of City Park Credits. City Park Credits may be applied against only City Park Impact Fees and shall not be transferable as a credit against other impact fees imposed for purposes other than parks.

4. City Park Credit Use and Developer Audit Report. Upon Developer or Credit Assignee (as defined below), utilizing City Park Credits from a Credit Receipt, City will draw down from Developer's Traditional Regional City Park Credit Account. Developer shall maintain a ledger of all City Park Credits utilized or assigned and upon request from the City, shall provide the City with a copy of its ledgers. Additionally, Developer shall provide City's Planning Director with a quarterly report (the "Audit Report") beginning on the first day of the first calendar quarter subsequent to the date of the issuance of the first Credit Receipt. Each Audit Report shall indicate the beginning City Park Credits balance, the number and type of building permits issued within the DRI Properties during the previous reporting period, the amount of City Park Credits used during such reporting periods, and the ending balance of the City Park Credits. The Audit Report shall also include information relating to any transfer of City Park Credits to another party, if applicable.

5. Transferability and Assignability of City Park Credits. City Park Credits are assignable in conformance with section 163.31801, Florida Statutes, to an assignee ("Credit Assignee"). If a City Park Credit is proposed for use or assignment, outside of the DRI Properties or in an adjacent benefit district, Developer or Credit Assignee shall provide notice to the City Manager no less than fifteen (15) business days, as documented by courier receipt, prior to use or assignment, as applicable (provided however, if credits are assigned for use outside of the DRI Properties, and such assignment is approved by the City as set forth herein, a second City approval shall not be required prior to the use of such credits). The notice shall provide a copy of the assignment, if applicable, and all technical data necessary for the City to determine whether the assignment or use, or both, as applicable, complies with section 163.31801. The City Manager or designee shall confirm in writing within ten (10) business days, as documented by courier receipt, following receipt of the notice whether the City objects to the assignment or use, or both, as applicable, of the City Park Credit based on compliance with statutory requirements. If the City does not provide a response, the assignment or use, or both, as applicable, of the City Park Credit shall be deemed unacceptable. If the City objects, the Parties shall meet in a good faith effort to resolve the objection. Developer shall provide documentation to the City of any executed assignment of City Park Credits to a Credit Assignee for transfer and use. Notwithstanding the foregoing, (i) Developer shall reserve sufficient City Park Credits to support development within the DRI Properties and (ii) no City Park Credits arising from Park Improvements financed with CDD debt assessments may be transferred outside the area subject to such debt assessments and the credits so generated shall be retained for the benefit of the assessed properties. Other than assigning City Park Credits granted pursuant to this Agreement, Developer may not assign any of its rights, responsibilities, or obligations under this Agreement without the written approval of the

City.

F. Semi-Annual Reports. Developer shall provide the City a semi-annual report indicating work completed and the amount of funds expended. The initial report shall be delivered to the City Manager or designee, and the City's Project Manager for the project, on or before June 1, 2024, and continue each June 1 and December 1 of every year thereafter through Final Completion of the project.

G. Right of Audit. Developer gives the City the right, until the expiration of five (5) years after use of City Park Credits under this Agreement, to audit the use of park impact fee credit. Upon reasonable demand, the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Developer involving transactions related to use of City Park Credits. Developer shall not charge City for such audit. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or until the expiration of five (5) years after use of City Park Credits. In the event an audit determines that Developer used the credits in violation of this Agreement, Developer agrees to reimburse City for the amount of funds improperly used within 30 days of demand by the City.

H. Default.

1. With respect to any event of default and/or breach under this Agreement ("Event of Default") neither Party shall be deemed in default and/or breach unless:

a. the Party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other Party;

b. the alleged defaulting and/or breaching Party shall have failed within a period of thirty (30) days after receipt of such notice to commence such action as is reasonably necessary to cure said default and/or breach and thereafter diligently pursue to cure such default within a reasonable time; and

c. the alleging Party is in compliance with the provisions of this Agreement.

2. Subject to the right to cure set forth above, in the event of a default and/or breach by:

a. Developer. If Developer defaults by failing to timely comply with any of its obligations related to the Park Improvements the City may collect on the Park Improvement Bond, using contractors selected by the City, and use the Park Improvement Bond for payment of all fees, costs and expenses incurred by the City to so complete the construction. In the event the Park Improvement Bond is insufficient to cover the costs and expenses incurred by the City, the City shall have the right to seek reimbursement directly from Developer for any shortfall not covered by the Park Improvement Bond by pursuing all remedies available at law and/or in equity. In addition, for all defaults, including all obligations related to the Park Improvements, City may seek all remedies in equity or law, excluding

punitive, consequential and incidental damages.

b. City. If the City defaults under this Agreement, Developer's sole, and exclusive remedy is to seek specific performance for such obligation.

I. Miscellaneous Provisions.

1. Recording of Agreement. This Agreement, and any supplement to or other amendment of this Agreement, shall be recorded in the Public Records of St. Lucie County, Florida, at the expense of Developer, and shall be binding upon the heirs, successors, and assigns of both the Developer and the City, except as otherwise expressly set forth herein. The foregoing and any other provision of this Agreement notwithstanding, the obligations of Developer set forth in this Agreement shall not be deemed to be the obligations of any homeowner or homeowners who may purchase any lot in Western Grove sold for residential use and this Agreement shall not be deemed to encumber or run with title to any such residential lot after the first conveyance of such residential lot with a constructed home to a homeowner.

2. Force Majeure; Weather Days. The deadlines set forth herein, are subject to extensions by either Party for a Force Majeure Event (as herein defined). As used herein, a "**Force Majeure Event**" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g., power or water) through no fault of the requesting Party, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, pandemic, hurricane, tropical storm, tornado, or flooding. Any extension of any deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that actually results from such Force Majeure Event. In the event that either Party claims a delay for a Force Majeure Event, the requesting Party shall make a claim for an extension in writing to the other Party within fifteen (15) business days after 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 other Party 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 prior to such conferral taking place.

Additionally, any date or deadline set forth in this Agreement may be delayed for inclement weather conditions, as set forth in the following sentence, based on the commercially reasonable concurrence of the City ("**Weather Days**"). City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or inclement weather conditions, related adverse soil conditions or suspensions of operations that prevent Developer from constructing the Park Improvements. If Developer believes a Weather Day has occurred, Developer shall submit a request for time extension within ninety (90) days after the occurrence of the Weather Days, which, in the opinion of Developer, warrants such an extension with reasons clearly stated and a detailed explanation given with sufficient documentation as to why the event is considered to be a Weather Day. If no written objection to such request for extension is received from the City within fifteen (15) business days from the date of the delivery by Developer of the request, such extension shall

be deemed given. If a written objection is made by the City, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

3. Cooperation. The City shall cooperate with Developer's efforts to obtain any permits and approvals needed for Developer to construct the Park Improvements, and to complete all other applicable work in accordance with this Agreement. Such cooperation shall include promptly reviewing and signing, as property owner, any applications, consents, joinders or plats, as needed to obtain such permits and approvals and to construct the Park Improvements, without unreasonable delay. Notwithstanding the foregoing, Developer acknowledges and agrees that when City acts or exercises any rights or obligations under this Agreement relating to cooperating with Developer to obtain permits and approvals needed for Developer to construct the Park Improvements, City is doing so as the fee owner of the Land and is not doing so in the exercise of any governmental regulatory capacity. Should the City, acting in its governmental regulatory capacity, not approve any required application for development approval required for the granting of a permit or other development approval for construction of the Park Improvements, neither this Agreement, nor any of its provisions, shall be the basis in any respect for a claim against City for breach of this Agreement or a basis in any respect for a claim against the City acting in its governmental regulatory capacity as a result of such denied development approval or permit.

4. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person (including by any over-night delivery service) or sent by certified mail, return receipt requested, and addressed as follows or to such other Party or address as may be designated by one Party to the other.

If to City:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Manager

With copy to:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Attorney

If to Developer:

Mattamy Palm Beach, LLC
Attention: Dan Grosswald
1500 Gateway Blvd, Ste 212
Boynton Beach, Florida 33426

With copy to:

Fox McCluskey Bush Robison, PLLC
Attention: Tyson Waters, Esq.
3461 SE Willoughby Boulevard
Stuart, Florida 34994

and to:

Mattamy Palm Beach, LLC
Attention: Nicole Swartz, General Counsel
4901 Vineland Road, Suite 450
Orlando, Florida 32811

5. Indulgence Not Waiver. The indulgence of either Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

6. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the Parties. Notwithstanding, this Agreement is not intended to negate or supersede the Early Site Work Agreement (Earthwork Construction). This Agreement may only be amended by written document executed by both Parties.

7. Interpretation; Venue. This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida, without reference to the laws of any other state or nation. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION ALL PARTIES HEREBY WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause survives the expiration or termination of this Agreement.

8. Time of the Essence. Time is of the essence with regard to this Agreement.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

10. Sovereign Immunity. Nothing in this Agreement shall be deemed or considered to increase or waive any limits of liability or waive any immunity afforded to the City by Florida Statutes, case law, or any other source of law.

11. Assignability. Except as otherwise permitted elsewhere in this Agreement, the rights and obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned.

12. 713 Notice. Under section 713.10, Florida Statutes, the interest of City in the Regional Park Property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of Developer and it is specifically provided that neither Developer nor any one claiming by, through or under Developer, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Regional Park Property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom Developer may deal are put on notice that Developer has no power to subject City's interest to any mechanics' or materialmen's lien of any kind or character, and all such

persons so dealing with Developer must look solely to the Developer and not to City's said interest or assets. Developer shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Regional Park Property of the foregoing.

13. Public Records: The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Pursuant to section 119.0701, Florida Statutes:

Developer agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform under this Agreement:

- A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- B. During the term of the Agreement, Developer maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports relating to matters arising from and relating to this Agreement shall be subject to the review of the City, and upon City's reasonable written request such forms shall be modified as necessary to comply with applicable law.
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Developer's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
- D. Developer agrees to make available to the City, during normal business hours, all books of account, reports and records relating to this Agreement.
- E. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer do not transfer the records to the City.

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Developer, or keep and maintain public records required by the City to perform the service. If Developer transfers all public records to the City upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintain public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

14. E-Verify. In accordance with section 448.095, Florida Statutes, Developer agrees to comply with the following:

- A. Developer or its contractors (as applicable) must register with and use the E-Verify system to verify the work authorization status of all new employees of Developer or its contractors. Developer provides the City with sufficient proof of compliance with this provision before beginning work under this Agreement.
- B. If Developer enters into a contract with a subcontractor for work provided under this Agreement, Developer must require each and every subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Developer shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
- C. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- D. Developer shall immediately terminate any contract with any subcontractor performing work under this Agreement if they have, or develop, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Developer providing work under this Agreement knowingly violated section 448.09(1), Florida Statutes, or any provision of section

448.095, Florida Statutes, the City shall promptly notify Developer and order Developer to immediately terminate the contract with the subcontractor.

- E. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Developer may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract via this section.
- F. The Developer, City or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The Parties agree that such a cause of action must be filed in accordance with the Venue provision, as otherwise provided herein.

15. Discriminatory, Convicted, and Antitrust Violator Vendor Lists: Developer certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

16. Cooperation with Inspector General: Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Developer understands and will comply with this statute.

[Signatures and acknowledgments appear on the following page(s)]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first above written.

CITY.

Witnesses:

Maryann Verillo
Print Name: Maryann Verillo
Address: 121 SW PSC Blvd
PSL, FL 34986
Seigneur
Print Name: Salome Angrand
Address: 121 SW Port St Lucie Blvd
Port St Lucie, FL 34986

City of Port St. Lucie, a Florida Municipal corporation

By: [Signature]
Print Name: Jesus A. Meres

Its:

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of May, 2024, by Jesus Meres, as City Manager of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City.


[Notary Seal]




Maryann Verillo
Notary Public-State of Florida
Print Name:
My commission expires:

* * *

Witnesses:


 Print Name: Tamara Williams
 Address: 2500 Quantum Lakes Blvd, Boynton Beach 33426


 Print Name: Laura Meyer
 Address: 2500 Quantum Lakes Blvd, Boynton Beach FL, 33426

DEVELOPER:

Mattamy Palm Beach, LLC, a Delaware limited liability company

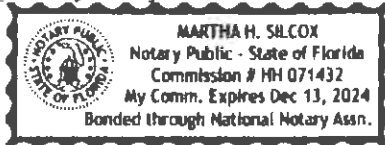
By: 
 Print Name: Karl Albertson

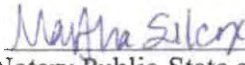
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29~~th~~ day of APRIL, 2024, by KARL ALBERTSON, as AUTH'D SIGNATORY of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company.

[Notary Seal]




 Notary Public-State of Florida
 Print Name: MARTHA SILCOX
 My commission expires: 12/13/2024

* * *

Exhibit "A"
Location of Regional Park

Tract A, plat of Tradition Regional Park, according to the map or plat thereof as recorded in Plat Book 100, Page 20, Public Records of St. Lucie County, Florida.

Exhibit "B"
Scope and Specs

Regional Park -Park Improvements

Group/Stage# (for bonding)	Item	Revised Drawings	Notes
1	Sitework	\$1,791,790.00	
1	Environmental Services (Gofer Tortoise Relocation) Allowance	\$400,000.00	
2	Drainage	\$1,614,438.05	
2	Sanitary Sewer (Includes LS)	\$1,038,107.95	
2	Forcemain	-	
2	Potable Water	\$486,419.20	
3	Roads/Parking Lot Inc Curb	\$1,934,639.00	
3	Internal Sidewalks	\$1,189,000.00	
4	Fields (Inc fld drainage)	\$7,949,450.00	Budget Pricing LTG - 4 baseball flds synt turn, 1 multisport fld synt turf, bases, goal posts - Includes VE of Shock Pads on fields (\$1.5/sf (4flds @ 117,255 SF)
6	Site Irrigation and Landscape	\$1,356,000.00	Bermuda turf grass at 3 practice flds
6	Fencing	see note	Included in Fields Number
6	Batting Cages	see note	Included in Fields Number
6	Shade Structures Dugout Assembly & Bullpens w turf	see above	Included in Field Number -
6	Aluminum Bleachers	\$48,500.00	
6	Netting System at Baseball Fld/1 MS	see note	Included in LTG Field Number
6	FFE Dugouts	\$40,000.00	Rough order of Magnitude - 5K per dugout includes benches/bat rack/helmet rack)
6	Site Furnishings Allowance	\$50,000.00	Allowance for garbage cans, benches signage
6	Restrooms	\$750,000.00	Price for 2- Pomona CXT Restrooms

7	AV Low Voltage Allowance	\$100,000.00	
7	Site Electric Allowance	\$300,000.00	FPL conduit
7	Maintenance Bldg Allowance	\$550,000.00	Revised based off of Proposal on Pre-Engineered Mtl Bldg (Sportsman Park)
7	Parking Lot Lighting	\$0.00	Assume FPL
	Total Hard Costs	\$19,598,344.20	
	Bonding	\$97,991.72	0.5% of improvement cost
	Contingency (10%)	\$1,959,834.42	Revised Contingency from 10%
	Total Projected Budget	\$21,656,170.34	

SOFT COSTS

Group/Stage# (for bonding)	Item	Revised Drawings	Notes
	Design costs (2% vs 5% typ.)	\$433,123.41	Remaining costs, as mostly designed
	Permitting & Impact Fees (Est. 3%)	\$649,685.11	
	Insurance (1%)	\$108,439.50	
	SUBTOTAL (HARD & SOFT COST)	\$22,847,418.36	

**FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION OF PARK
AND RECREATIONAL FACILITIES FOR REGIONAL PARK AND
PARK IMPACT FEE CREDITS**
(Western Grove/Regional Park)

This First Amendment to Agreement for Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits (this "Amendment") is entered into as of this 1st day of December, 2025, by and between the City of Port St. Lucie, a Florida municipal corporation, whose address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 ("City"), and Mattamy Palm Beach, LLC, a Delaware limited liability company, whose mailing address is 4901 Vineland Road, Orlando, Florida 32811 ("Mattamy" or "Developer").

WHEREAS, the City and Mattamy entered into the Agreement for the Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits on May 21, 2024 (the "Agreement"); and

WHEREAS, Section D of the Agreement established the estimated cost for the Park Improvements, identified the funding sources for the Park Improvements, and established the City's maximum financial contribution toward the Park Improvements; and

WHEREAS, Section D.1 of the Agreement indicated that the estimated cost of the Park Improvements was approximately \$22,847,418.36, less any amounts reimbursed to the Developer pursuant to a previously executed Early Site Work Agreement and that parties acknowledged the amount was an estimate and subject to change ("Initial Estimate"); and

WHEREAS, Section D.1.A provided the City's maximum contribution would be \$18,727,418.00 in cash contribution, less the Earthwork Funds, and up to \$2,100,000.00 in City Park Credits; and

WHEREAS, Section D.1.b indicated a County park impact fee credit agreement with St. Lucie County was being negotiated, and if successful, the County Credit Agreement would provide an additional \$2,750,00.00 of funds through impact fee credits for the Developer to utilize; and

WHEREAS, after execution of the Agreement the County Credit Agreement was executed by the Developer, City and County on June 4, 2024; and

WHEREAS, Section D.1.c of Agreement also provided that if the actual cost of the Park Improvements went above and beyond the City and County funding source amounts identified in the Agreement the Developer would be responsible for those costs; and

WHEREAS, the Initial Estimate was memorialized in Section of D of the Agreement and through a schedule of values attached as Exhibit "B" to the Agreement and labeled "Scopes and Specs"; and

WHEREAS, the Initial Estimate has increased since the Agreement was executed; and

WHEREAS, the full amount of available County Credit was not allocated to the Park Improvements on the “Scope and Specs”; and

WHEREAS, the Parties acknowledge that \$750,000 of County Impact Fee Credits were available but not allocated in the original Schedule of Values, and now desire to revise the Schedule of Values to reflect a total of \$23,597,418.36; and

WHEREAS, the additional \$750,000 shall be allocated as follows: \$360,500 for the gravel blanket for the natural fields, \$373,250 for the sub-drainage for the natural fields, and \$16,250 for contingency; and

WHEREAS, the Parties desire to modify Exhibit “B” to the Agreement, the “Scope and Specs”, to include the full value of the County Credits to particular Park Improvement components to clarify which components will be funded with the City and County funds identified in the Agreement and how much of the City and County funds are attributable to each identified component; and

WHEREAS, the intent of this Amendment is to clarify financial responsibilities between the Parties; and

WHEREAS, the City and Mattamy desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the parties hereby agree as follows:

1. Incorporation of Recitals. The recitals as set forth above are hereby incorporated into the substantive body of this Amendment.

2. Amendment to Funding Sources. Section D.1. of the Agreement is hereby amended to provide that the estimated cost of the Park Improvements is approximately \$23,597,418.36.

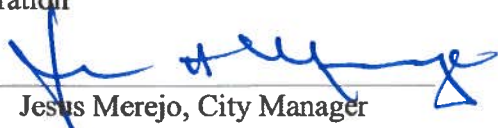
3. Amendment to Project Scope. Exhibit “B” to the Agreement is to be replaced with Exhibit “B-1” attached hereto.

4. Capitalized Terms. Each capitalized term used herein but not defined shall have the meaning ascribed thereto in the Agreement.

5. Effect of Amendment. Except as modified herein, the Agreement remains unchanged. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control and govern.


6. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Second Amendment by signing any such counterpart.

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: 
Jesus Merejo, City Manager

Date: 12/1/25

Mattamy Palm Beach, LLC, a Delaware limited liability company

By: 
Print: Kari Karel Albertson
Title: Vice President

Date: 10/31/25

Exhibit "B-1"
Scope and Specs

DESCRIPTION OF WORK	QUANTITY	PRICE
Regional Park		
Sitework	1 LS	\$1,791,790.00
Environnemental Services (Gopher Tortoise Relocation) Allowance	1 LS	\$400,000.00
Drainage	1 LS	\$1,614,438.05
Sanitary Sewer (Includes LS)	1 LS	\$1,038,107.95
Potable Water	1 LS	\$486,419.20
Roads/Parking Lot/Curbs	1 LS	\$1,934,639.00
Internal Sidewalks	1 LS	\$1,189,000.00
Fields	1 LS	\$7,949,450.00
Natural Grass Fields		
Site Irrigation and Landscape	1 LS	\$1,356,000.00
Aluminum Bleachers	1 LS	\$48,500.00
FFE Dugouts	1LS	\$40,000.00
Site Furnishings Allowance	1LS	\$50,000.00
Restrooms	1LS	\$750,000.00
AV Low Voltage Allowance	1LS	\$100,000.00
Site Electric Allowance	1LS	\$300,000.00
Maintenance Building Allowance	1LS	\$550,000.00
Design for Maintenance Bldg		
Bonding	1LS	\$97,991.72
Contingency (10%)	1LS	\$1,959,834.42
Field Grading Items		
Drone		
24": Pipe		
Design Costs (2%)	1 LS	\$433,123.41
Permitting and Impact Fee (3%)	1 LS	\$649,685.11
Insurance (1%)	1 LS	\$108,439.50
CHANGE ORDER		
GRAND TOTALS		\$22,847,418.36
Agreement Adjustment - County Contribution		\$750,000.00
		\$23,597,418.36



Agenda Summary

2026-377

Agenda Date: 5/18/2026

Agenda Item No.: 6.a

Placement: New Business

Action Requested: Motion / Vote

City Manager's Annual Review

Submitted By: Natalie Cabrera, Director, Human Resources

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): Mr. Merejo commenced his tenure as City Manager for the City of Port St. Lucie on February 18, 2023 and, per his employment agreement, he may receive an annual evaluation by the City Council at the Winter Workshop (which usually convenes in the second quarter of the fiscal year), or at another Council Workshop as determined by the City Council. As part of the review, the City Council has the authority to provide Mr. Merejo a merit salary increase.

Presentation Information: Staff is available to answer any questions the Council may have.

Staff Recommendation: Move that the Council review and discuss the City Manager's performance and consider an increase in pay, provide an effective date for any increase, and provide direction on any additional prerequisites.

Alternate Recommendations:

1. Move that the Council amend the recommendation and modify the compensation package for the City Manager and provide an effective date.
2. Move that the Council provide staff with direction.

Background: As part of Mr. Merejo's annual review, the City Council has the authority to provide Mr. Merejo with a merit salary increase, as a benefit, which is available to all other City employees as set forth in Section 12.12(A) of the Personnel Rules and Regulations. Included herewith, please find the recent market analysis conducted with respect to the salaries of city managers in comparable jurisdictions. Please note, the City Manager position is not included on the City's pay plan as it is an appointed position. As such, there is no minimum or maximum rate established for the position.

Issues/Analysis: N/A

Financial Information: The City Manager's current annual salary is \$321,321.26. In addition, Mr. Merejo receives a car allowance of \$600.00 per month. However, in lieu of the monthly stipend for the car allowance, the City Manager respectfully requests a take-home vehicle. Should the Council approve this request, a proposed Amendment to the City Manager's Employment Agreement has been included to memorialize this

revision. Should the Council deny the request for a take-home vehicle, the monthly stipend of \$600 will remain in effect. Additionally, and in accordance with the terms and conditions outlined in Mr. Merejo's employment agreement, he is scheduled to receive the same cost-of-living salary increase which is provided to all other general employees of the City. However, future increases for general employees have not yet been negotiated for 2026 and beyond. Mr. Merejo received the following salary adjustments in 2025: (1) Increase of 4% effective March 8, 2025, provided to all City employees; and (2) Increase of 7% effective October 4, 2025, provided to all City employees. The Council last conducted the City Manager's performance review on February 24, 2025.

Special Consideration: Mr. Merejo has over 36 years' experience with the City of Port St. Lucie, with 3 years of service in the capacity of City Manager.

Location of Project: N/A

Business Impact Statement: N/A

Attachments:

1. Employment Agreement;
2. First Amendment to Employment Agreement;
3. City Manager's Self-Assessment;
4. City Manager's Annual Report;
5. FY 25-26 City Manager Market Analysis;
6. Proposed Second Amendment to Employment Agreement.

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

Internal Reference Number: N/A

Legal Sufficiency Review:

N/A



EMPLOYMENT AGREEMENT
 CITY MANAGER | JESUS A. MEREJO
 City of Port St. Lucie, Florida

THIS EMPLOYMENT AGREEMENT (the "Agreement") effective the 18th day of February, 2023, by and between the CITY OF PORT ST. LUCIE (the "City") acting through the CITY COUNCIL (the "Council"), by the authority set forth in Section 4.02(a) of the City Charter, and JESUS A. MEREJO (the "City Manager"), governs the terms and conditions of Mr. Merejo's employment as follows:

I. DUTIES & RESPONSIBILITIES.

(A) Mr. Merejo shall hold the position of City Manager, as set forth in Section 4.01 of the City Charter, to perform all the duties and functions specified in the City Charter and the City's Ordinances, and to perform all other legally permissible and proper duties and functions as the City Council assigns.

(B) Mr. Merejo shall discharge the duties of City Manager in accordance with the terms, conditions, and provisions contained in this Agreement, and agrees to devote his best efforts and the time and energy necessary to perform fully the duties of City Manager. The duties and responsibilities of City Manager shall take priority over any other business or activities of Mr. Merejo. Mr. Merejo shall have the authority, as set forth in Section 4.03 of the City Charter, to designate a qualified administrative officer to perform the duties of City Manager in the event of his absences because of vacation, travel, or otherwise.

(C) Mr. Merejo agrees to adhere, to the best of his ability, the Code of Ethics and Professional Conduct promulgated by the International City Managers' Association (ICMA), as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the City.

II. SALARY & BENEFITS.

(A) Mr. Merejo's annual salary shall be two hundred seventy-five thousand (\$275,000.00) dollars, payable in biweekly installments at the same time as when other City employees are paid. For each fiscal year, the City Manager shall receive the same cost-of-living salary increase which is granted to all other general employees of the City, at the same time.

(B) Mr. Merejo's performance may be evaluated by the City Council at the Winter Workshop of the City Council (which usually convenes in the second quarter of the fiscal year), or at another Council Workshop as determined by the City Council. As part of that review, the

City Council shall have the authority to provide Mr. Merejo a merit salary increase, as a benefit which is available to all other City employees as set-forth in Section 12.12(A) of the Personnel Rules and Regulations.

(C) Mr. Merejo shall be entitled to the accrual, use, pay-out and/or forfeiture of sick leave, annual leave, personal leave, compensatory time, holidays, and other leaves of absence, the same as other exempt, managerial/professional employees, as set forth in the City's Personnel Rules & Regulations, based upon his original start date with the City of October 23, 1989, except as provided for herein.

(D) Mr. Merejo shall accrue annual leave hours and sick leave hours at the maximum rate provided for in the Personnel Handbook.

(E) Mr. Merejo's sick leave accruals shall be reduced to 2000 hours within 30 days of appointment by disbursing all hours in excess thereof at his current rate-of-pay and, thereafter, sick leave accruals in excess of 2000 hours shall be disbursed annually prior to October 1, at his then-existing rate of pay.

(F) In the event Mr. Merejo involuntarily separates from employment pursuant to Section IV(c), of this Agreement, he shall be entitled to the payout of accrued leave balances under the same terms as set-forth for all other general employees. If Mr. Merejo separates from employment in good standing, he shall be entitled to have the full cash value of all the hours of annual leave and sick leave, accrued at that time, transferred into an approved 401(a) account.

(G) Mr. Merejo shall be entitled to medical insurance, dental insurance, vision insurance, disability insurance, life insurance, retirement, and other employee benefits, in the same manner, cost, and benefit-levels as other general employees of the CITY.

(H) Mr. Merejo's eligibility to participate in the City's Health Insurance Subsidy Plan for Retirees is vested and shall be available to him upon separation from the City.

(I) Mr. Merejo shall be entitled to an automobile allowance in the amount of \$600.00 per month, which shall be disbursed as taxable income on the City Manager's regular paycheck. For any City business conducted outside of St. Lucie County, the City Manager shall be reimbursed for automobile expenses as provided for in the City's Rules and Regulations.

III. PROFESSIONAL DEVELOPMENT.

(A) The City agrees to pay the City Manager's professional dues for membership in the Florida City & County Managers Association (FCCMA) and the International City Managers' Association (ICMA). The City shall pay other dues and subscriptions on behalf of the City

Manager as are approved in the City's annual budget or as authorized separately by the City Council.

(B) The City agrees to pay for the City Manager's travel and attendance at two (2) annual conferences: (1) the Florida Association of City & County Managers' Association (FCCMA) annual conference held in Florida, and (2) the International City Managers' Association (ICMA) annual conference, held at different locations nationally. The City shall pay for Mr. Merejo's attendance at other seminars, conferences and committee meetings as are approved in the City's annual budget or as authorized separately by the City Council.

(C) The City Manager is encouraged to participate in community and civic charitable organizations, and the City agrees that Mr. Merejo may participate in such endeavors during the term of this Agreement, provided that such participation shall not in any way reflect unfavorably on the City.

IV. DURATION, PROBATIONARY PERIOD & SEPARATION.

(A) Mr. Merejo shall, at all times, be classified as an at-will, management, contractual employee of the City and shall serve at the pleasure of the City Council. Mr. Merejo acknowledges that he is not entitled to any post-removal hearing in the event of involuntary separation from employment.

(B) Nothing contained in this Agreement shall prevent Mr. Merejo from providing notice that he is resigning from his position at any time; however, Mr. Merejo agrees that such notice will be at least ninety (90) calendar days prior to the date of separation. The sixty (60) day notice may be waived at the sole discretion of the City Council.

(C) Mr. Merejo may be separated with cause, in the event he is convicted of any felony, is convicted of any misdemeanor which involves an offense of moral turpitude, or for any act of misconduct as referenced in Section 215.425(4)(a)(2), Florida Statutes. Mr. Merejo shall notify, or cause to be notified, the City Attorney within 4 hours, or as soon thereafter as possible, if he is arrested so that the City Council can be notified as quickly as possible. It will be a determination of the City Council as to whether Mr. Merejo will be placed on administrative leave without pay during the pendency of any offense which falls into the above categories prior to trial. No severance pay shall be paid to Mr. Merejo in the event he is separated with cause.

(D) Mr. Merejo may be separated at any time without cause by the City Council, as set forth in Section 4.02(B) of the City Charter. Separation without cause shall include situations where the City Manager is asked to resign or forced to resign, while he remains willing and able

to perform his duties under this Agreement. In the event of such separation, Mr. Merejo shall be paid an amount equal to twenty (20) weeks of salary, including all regularly earned benefits. Such severance pay shall only be payable upon execution of a full and complete release of liability of any and all claims related to Mr. Merejo's employment with the City, including the circumstances surrounding his separation.

V. POST EMPLOYMENT ACTIVITIES.

Mr. Merejo shall not represent another person or entity, personally or in association with a new employer, in any matter before the City for a period of two (2) years following Mr. Merejo's separation of employment, whether voluntary or involuntary.

VI. INDEMNIFICATION & BONDING.

(A) Pursuant to the provisions of Section 111.07, Florida Statutes, and as otherwise allowed by law, the City shall defend, hold harmless, and indemnify Mr. Merejo against any tort, professional liability claims or demand, or other legal action out of an alleged act or omission occurring in connection with his performance as City Manager, provided he is acting within the course and scope of his employment.

(B) In the event Mr. Merejo requires bonding for any reason as part of his duties as City Manager, the City agrees to bear the full cost of any such fidelity or other bond.

VII. CONSTRUCTION.

(A) Any conflict between this Agreement and the CITY's Personnel Rules & Regulations, the Benefits Summary Guide, or any other document controlling employment of managerial/professional employees, shall be resolved in favor of this Agreement. Otherwise, the Rules, Regulations, and other lawful directives of the City, shall govern Mr. Merejo's employment.

(B) This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in St. Lucie County, Florida.

VIII. MODIFICATIONS.

No change, modification, or amendment of this Agreement shall be valid unless in writing and signed by both parties.

IX. SURVIVAL & SEVERABILITY.

The terms of this Agreement regarding post-employment activities and release of liability shall survive the termination of this Agreement. If any clause or provision of this Agreement shall be determined to be illegal, invalid, or to be void as against public policy, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument, this 23rd day of January, 2023.

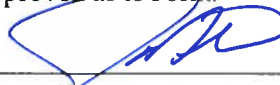


JESUS A. MEREJO
City Manager



SHANNON M. MARTIN
Mayor
City of Port St. Lucie

Approved as to Form:



JAMES D. STOKES
City Attorney

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT ("First Amendment") effective the 24th day of February, 2025, (the "Effective Date") by and between the CITY OF PORT ST. LUCIE (the "City"), acting through the CITY COUNCIL (the "Council"), by the authority set forth in Section 4.02(a) of the City Charter, and JESUS A. MEREJO (the "City Manager"), amends the City Manager's Employment Agreement (the "Employment Agreement") which was effective on February 18, 2023.

WHEREAS, on or about February 18, 2023, City, by and through the Council, entered into an Employment Agreement with Jesus Merejo, wherein City agreed to appoint, and Mr. Merejo agreed to accept appointment, as the City Manager; and

WHEREAS, it is the desire of the Parties to amend the Employment Agreement at Section II. SALARY & BENEFITS, subsection (E).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City Council and the City Manager agree to amend the Employment Agreement as follows:

I. Section II. SALARY & BENEFITS, subsection (E) of the Employment Agreement is hereby amended by replacing the existing Section II(E) with the following language:

(E) Subject to available sick leave accruals, the City Manager shall be permitted to drawdowns (*i.e.*, payment) of his sick leave accruals in any denomination, without further approval of the Council, and which shall be paid at the rate applicable at the time the request is made.

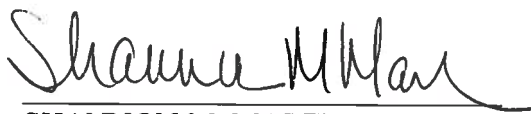
II. All other terms and conditions of the Employment Agreement, effective February 18, 2023, shall remain in full force and effect except as specifically modified by the terms of this First Amendment.

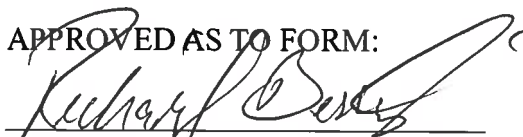
III. This First Amendment shall be attached to, and become a part of, the Employment Agreement.

IV. No change or modification of this First Amendment shall be valid unless reduced to writing, approved by Council, and signed by all parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument this 28th day of February, 2025.


JESUS A. MEREJO
City Manager


SHANNON M. MARTIN
Mayor

APPROVED AS TO FORM:

RICHARD BERRIOS
City Attorney



City Manager's Self-Assessment

Jesus Merejo, City Manager

February 2025 to February 2026

It is my honor to serve as your City Manager. I am excited about what we have accomplished in this second year working together. I look forward to continuing to build on this foundation and to making progress in the coming years, with your support. In reviewing my performance and the performance of my team, I am providing the following overview:

- I. Management of the Organization and Human Resources Management**
- II. Key Accomplishments as City Manager and Community Redevelopment Agency Executive Director**
- III. Relationship with the City Council**
- IV. Relations with the Community**
- V. Fiscal Management**
- VI. Human Resources Management**
- VII. Personal Qualities**
- VIII. Relations to Other Governments**
- IX. City Powers & Duties**

I. Management of the Organization

As your City Manager, I am committed to leading the team to bring your vision to fruition, grounded in our mission.

The City of Port St. Lucie has grown to more than 260,000 residents, making it the sixth largest city in Florida, the second largest in South Florida. We are continuing to work hard on addressing the impact of the continued population increases and providing quality services as we experience historic high inflation, rising project costs and reduced revenues. As we grow together, we've remained focused on listening to the needs of our residents through the National Community Survey, the #IamPSL Citizen Summit, public workshops

and through our increased focus on resident engagement, as prioritized in the City's Strategic Plan.

In 2025, the City celebrated many milestones:

- Named an All-America City for the first time in the City's history by the National Civic League, one of only 10 cities to earn the honor in 2025, competing and winning against large U.S. cities such as Austin, Texas, and Denver, Colorado. The Council's leadership in supporting the Naturally PSL Initiative and other environmental and community engagement initiatives reinforced this year's theme of Strengthening Environmental Sustainability through Inclusive Community Engagement. This recognition demonstrated that your City team is leading the nation in being a resilient, connected and forward-thinking City.
- Economic development has remained a cornerstone of our focused efforts to support job growth. We created opportunities for businesses and entrepreneurs through incentives, support programs and access to resources. Our thriving business community continues to grow, creating jobs and stimulating the local economy. In everything we do, our plans are designed to ensure a bright and sustainable future for the City and its residents. I am proud of the progress we have made and excited about the opportunities ahead. The Southern Grove Jobs Corridor is near completion with only about 22 acres remaining to be sold.
- Delivered a balanced budget, while lowering the millage rate for the 10th consecutive year.
- Furthering our commitment to safety and training with the construction of the Police Training Facility.
- Created Naturally PSL, which advances the vision of the City Council and residents' mission to preserve and activate green spaces in Port St. Lucie, engaging more than 1,000 residents in the design of the program through the support of the Bloomberg Harvard City Leadership Initiative, Bloomberg Center for Public Innovation at Johns Hopkins and Centre for Public Impact. Key components implemented this year included:
 - Officially established the Naturally PSL Community Trust, a City-affiliated nonprofit organization dedicated to acquiring, conserving and activating land for public benefit.
 - Launched the Naturally PSL Environmental Stewardship Awards, honoring individuals and groups caring for Port St. Lucie's natural environment.
 - Acquired and opened the Rosser Lakes property, nearly 105 acres located between Interstate 95 and Rosser Boulevard that were once slated to become homes but now will be preserved for generations to come, responding to a top resident priority.

- Acquired more than 280 acres of land to add to the Naturally PSL Green Spaces and Places Land Bank, also established in 2025.
 - Launched the Naturally PSL Conservation Corps, helping to steward Port St. Lucie’s green spaces.
- Broke ground at Torino Regional Park, our second regional park with a “Play Forest” theme design.
- Reopened Skate City at Whispering Pines Park, a collaboration with residents that made this outdoor roller rink come to life.
- Launched a major economic development initiative by creating a partnership with United Soccer League (USL) League One Team franchise to eastern Port St. Lucie. This professional soccer stadium is set to anchor and ignite the development of Walton & One, envisioned as a key cultural and entertainment hub.
- We continue to invest in public safety, with a second law enforcement training academy class graduating in 2025 that will go directly to work for the Port St. Lucie Police Department — and the third PSLPD-only class already has begun. Kicked off planning of Smart City Policing Initiatives, including the Drones as a First Responder program and the Real-Time Public Safety Operations Center.
- Effectively leveraging City tax dollars through federal and state grants, through the work of the Citywide Grants & Advocacy Team, securing \$18,520,114 in grant funding this fiscal year, with an additional \$61,987,937 in applications currently pending. Those dollars support real projects, from water quality improvements and stormwater upgrades to public safety equipment and neighborhood reinvestment.
- Continuing to collaborate on other vital roadway projects in progress such as the completion of Port St. Lucie Boulevard; commencing construction of Floresta Phase 2; turn lane improvements at East Torino Parkway and Midway Road; along with a modern roundabout a North Torino Parkway and Turtle Dove which was completed.
- Initiated construction on the Discovery and Community traffic signal, and intersection improvements at Tulip Boulevard and College Park Road.
- Advanced the Police Department’s sixth Neighborhood Policing District and launched our first-ever Drone as First Responder program. These drones will provide aerial views in real time to help response time.
- With the implementation of the Special Events Department, in 2025 the City Council approved moving forward with a Special Events Master Plan.
- Restructuring of different departments to continue to improve efficiency.
- Implemented a key component of the Strategic Plan in acquiring developing City facilities, including the Peacock Building to support the Building Department and Public Works building to support improved service throughout the City, a key component of the Strategic Plan. Beginning the design of the City Hall Expansion and Parking Garage and finalizing the design of the new Public Works Building.

- Launched another major amenity in The Port District, with the opening of The Port Preserve trails. We also celebrated the upcoming groundbreaking for The Grove restaurant sites.
- Spearheaded the revitalization of the former Sandpiper Bay Resort to the newly renovated and expanded Sandpiper All-Inclusive Resort with new amenities, new fields and an expanded sports academy. This property is a key economic engine of the City, bringing in visitors and families to the region.

Our high-performing team continues to receive accolades. As mentioned earlier, nationally we won the 2025 All-America City Award and the 2025 Hope Award Trailblazer honor, for our commitment to battling human trafficking. The City took home more than 18 awards over the past year.

These and other accolades are referenced in the City Manager’s Annual Report, which has been included with this self-assessment. I will highlight a few areas referenced in the report below.

Advancing the use of Strategic Planning, Innovation and Use of Data

Strategic Planning continues to be a focus of City of Port St. Lucie team and is a key ingredient in keeping our team on track as we continue to evolve. The City follows a data-driven process to update its Strategic Plan each year that centers the voice of residents, through the National Community Survey™ and its interactive and nationally award-winning #IamPSL Citizen Summit, collectively engaging thousands of residents each year.

One of the City’s strategic initiatives is to “Improve Performance Through Innovation.” With the assistance of the PSL Forward Innovation Academy and Strategic Initiatives & Innovation Team, employees are working to improve the efficiency of our systems, and we are expanding innovation through the utilization of human-centered design. We gained these new skills through our participation in the Bloomberg Harvard City Leadership Initiative Innovation Track, as our City was selected as one of 40 cities in the world to participate in the yearlong professional management training program. An interdepartmental team learned techniques to improve our resident engagement and problem-solving skills and effectively engaged more than 1,000 residents in generating thousands of ideas. We then expanded innovation Citywide with the team bringing these skills to the City Council Strategic Planning session and through departmental strategic planning sessions and staff training sessions.

In addition to innovation, I have placed an increased focus on the use of data throughout the organization, and **the team continues to rise to the challenge, as outlined in the City Manager’s Annual Report (attached to this assessment).**

I am actively seeking opportunities to gain new tools and expertise to expand my problem-solving capacity, strengthen our city team and improve outcomes for residents.

II. Key Accomplishments as CRA Director and City Manager

The list of projects and objectives initiated and/or accomplished by the organization throughout the year is extensive. **The key accomplishments as City Manager have been outlined in the City Manager’s Annual Report, included with this self-assessment, and include areas such as Roadways, Sidewalks and Road Maintenance; Public Safety; Fiscal Responsibility, Mobility Fees and Grants; Water Quality; Parks & Recreation; Communications and Community Engagement; and growing as a High-Performing Government.**

Community Redevelopment Agency Executive Director

As Executive Director of the Community Redevelopment Agency (CRA), I am proud of the progress made on revitalizing the redevelopment areas. A few of the more significant accomplishments this past year include:

Southern Grove CRA

It continues to amaze me to see the continued success of Southern Grove. What experts advised could take 20-plus years for buildout, has taken Port St. Lucie a mere six years. All but 20 acres have been sold or are under contract through the partnership with the private sector via the Governmental Finance Corporation. International companies like Accel, Amazon and FedEx have built facilities that have created jobs and will continue to bring economic growth to the City for many years to come.

Original CRA

The completion of Crosstown Parkway, Master Plan and design for Village Green Drive and Master Plan for Walton & One are providing clear direction for the original CRA in eastern Port St. Lucie, including the following areas of progress:

- Announcement of professional soccer team and stadium coming to Walton & One. The new stadium will be home to the Port St. Lucie Sports Club, which will play in the United Soccer League (USL). The team will bring high-energy matches and family-friendly fun right to the heart of our City.
- But the impact goes far beyond the field. The stadium is a first step toward creating a vibrant destination where people can live, work and play
- Design of the Village Green Drive Corridor continues. With an adopted Master Plan in hand, the alignment for the Hog Pen Slough Boardwalk has been finalized and design plans are in progress. Funding for design of the roadway network received a significant boost last year with the award of a \$2 million RAISE Grant from the U.S. Department of Transportation, which also positions the corridor to be competitive to receive future grants for construction.
- The purchase of the Tax Collector’s office will centralize the CRA team in the original CRA area, allowing for direct and efficient access to the City’s fast-paced redevelopment in this area.

The Port District

- The Port District continues to move forward with the creation of a desirable place for our residents to enjoy. The Port District received the American Planning Association Florida Chapter’s award for Great Places in Florida People’s Choice Award, an award selected by the people throughout the state. In October, Port St. Lucie celebrated the groundbreaking of The Grove, a waterfront dining and gathering space located along the St. Lucie River in The Port District. For years, residents have said they would like to see more dining and entertainment venues along the waterfront and The Grove brings that to them.
- The Boardwalk at The Port District is now fully connected from Veterans Park at Rivergate to the preservation tract, allowing visitors to enjoy an uninterrupted scenic walk that is more than three-quarters of a mile along the North Fork of St. Lucie River.

III. Relationship with the City Council

I meet with the members of City Council on a regular basis to vet any concerns that arise throughout the week. It is my goal to treat all Council members equally. I share information with City Council about the status of program implementation through several vehicles. On a weekly basis, I meet each Council member to provide information on its upcoming agenda items. *PSL On The Pulse*, a monthly update to City Council and residents, newly introduced *Pulse Points* (key updates for Council) and financial status reports, are all tools used to

communicate with Council. Additionally, via memos are provided to Council highlighting key updates and items of importance.

It is critical that City Council and staff are united in achieving the objectives identified in the Strategic Plan. Under my direction, staff has aggressively implemented the objectives approved by Council. Regular progress updates are provided to Council, and the FY 25/26 budget process was constructed around the priorities established in the adopted Strategic Plan, which was developed using a human-centered design process that involved Council and residents like never before. To further emphasize the importance of Council's adopted Strategic Plan, departments demonstrate progress by using a system of performance measures, indicators and reporting on each of the strategic goals, initiatives and projects. Our work aligning our budget with the City's strategic goals has received recognition as a model practice.

On rare occasions, an incident might occur that requires individual phone calls to Council members. At that time, I call each member and provide the same information.

With year three completed, I will remain focused on making progress in areas of importance to City Council including capital projects, continue to focus on data, communications, engagement and efficiency. I will strive to ensure all information is provided to all Council members in a timely fashion. And I am working to ensure departments meet deadlines and deliver on projects outlined in the Capital Improvement Plan. Delivering needed capital improvement projects has been a cornerstone of my leadership. Since 2021 the share of the budget dedicated to capital projects has grown to nearly 25% of the budget. A major focus on completing projects is necessary given the significant projects we plan to undertake, including Marshall Parkway, the Marshall Parkway Interchange, Range Line Road, Crosstown to Range Line Road, the Police Training Facility, the Public Works Building, St. Lucie West Boulevard Design, Floresta Phase 3 and Oak Hammock Stormwater Design. In addition, we will focus on completing several roadway and park improvements, including St. Lucie West, California, Torino, Port St. Lucie Boulevard, Pioneer Park, Tradition Regional Park, Torino Regional Park, OL Peacock Park, Stars and Stripes and Riverland Paseo Park. I am committed to ensuring these projects are completed.

I will continue to improve the work of City departments and structure of the organization to help take our City into its next phase of growth. As committed during the winter workshop, my goal for the next year is to refocus on the most critical priorities and provide innovative service delivery in a time of change. We will focus on getting things done, grounded in our values. We will focus on customer service and getting to yes. We will foster a culture of strong

project management. We will improve efficiency and processes. And we will continue to help our City move forward with innovation, civic engagement, collaboration and deliver strong impact for our residents.

IV. Relationship with the Community

As your City Manager, I strive to be accessible to the community. During the past year, I have attended and participated in community meetings, spoke before service organizations and neighborhood associations and have personally met with key business representatives within our community. I have attended St. Lucie County Chamber of Commerce meetings and discussed various projects. I regularly participate in the St. Lucie County Economic Development Council. Through these and other visits and presentations, I am an advocate of the Council's adopted policy.

To gain a better understanding of our citizens' priorities and perception of City services, a comprehensive citizen survey was conducted in 2025 with some of the highest response rates in the nation, signifying our engaged community. I am proud that we also engage our residents through the annual Citizen Summit, which reached record attendance this year, connecting with approximately 800 residents who provided valuable feedback on the City's Strategic Plan. Other cities across the nation are beginning to implement this strategy, with Columbia, Missouri implementing their version of the Citizen Summit for the past two years and we hosted the City of Birmingham who is also seeking to replicate the Summit, again demonstrating Port St. Lucie's efforts as a thought leader.

The 1PSL tool was launched in 2019 to help with resident requests, and it continues to be a valuable resource for residents and for staff to review data and identify emerging needs. To be successful at public outreach and engagement, the City must employ multiple tools. PSL On The Pulse, letters to the editor, the *Annual Year in Review*, Citizen Summit and City University are all vehicles used by Council and staff to engage citizens in their City government. I am particularly pleased with the continued success of the most recent City University, which provided more citizens than ever with a virtual behind-the-scenes look at City government, as detailed in the Annual Report. We launched our City Ambassador Program designed to provide residents with information to share with their neighbors and community at large. This year we also significantly expanded the City's first-ever Youth Council, now in its third year, and welcomed 39 high school students who participated in various events including planning a youth-focused Big Summer Blowout event. Additionally, through the Love Your Block program, powered by Bloomberg Center for Public Innovation at Johns Hopkins University, the City issued 16 mini grants for residents to work on projects in the Whispering Pines neighborhood. This resulted in minor home repairs, tree planting, community clean up, installation of Little Free Libraries and pet waste stations. The Love

Your Block work continues this year, and staff are preparing to move into new neighborhoods in the future.

Finally, we launched PSL in Progress which is an interactive tool developed by our Communications Department that helps residents understand the City's most significant projects including roads, stormwater, utility upgrades, parks and community redevelopment.

V. Fiscal Management

Fiscal responsibility has long been a hallmark of Port St. Lucie's governance, and 2025 was no exception. This year, the City celebrated a decade of consecutive millage rate reductions, a rare achievement among Florida's largest cities. Since 2015, the property tax rate has dropped by 25%, saving local taxpayers more than \$40 million. The City's current millage rate stands as the third lowest among its peers, a testament to prudent budgeting and a commitment to easing the financial burden on residents.

Debt reduction has gone hand-in-hand with these tax cuts. Over the past 16 years, Port St. Lucie has reduced its long-term debt by nearly 35%, bringing it down to a projected \$681 million for FY 25/26. This careful stewardship has not gone unnoticed: Moody's Investors Service upgraded several of the City's bond ratings in 2025, reflecting improved financial strength and conservative fiscal management. These strong ratings translate directly into lower borrowing costs, allowing the City to invest more efficiently in critical infrastructure and services.

FY 25 maintained existing services; fast tracked Police Department District Six Neighborhood Policing District ahead of schedule. This new district enhances coverage and ensures officers can respond quickly and effectively to the needs of residents; funded capital projects; and provided conservative staffing levels to maintain level of service for our residents.

The City's financial indicators confirm the City of Port St. Lucie is financially sound. Once again, the City was awarded the Distinguished Budget Presentation Award and the Comprehensive Annual Financial Reporting award of Excellence for financial reporting, and special recognition of our strategic goals and Capital Improvement Plan.

VI. Human Resource Management

My vision for the workforce is of an organization that is professional, results-oriented and relentlessly focused on providing a high return on investment to our taxpayers. I remain committed to supporting employee development so we can continue to provide the best services possible to the community and remain focused on organizational development with an emphasis on training and employee reclassifications. In the past year, the City has processed more than 12,000 applications and on-boarded 346 employees. The Human Resources department plays an integral role in ensuring our level of service across all departments is maintained to the highest levels possible by ensuring we have the staffing to make it possible.

Employee Feedback

The work of our team has been positively received by employees, according to surveys and outreach in the departments. I am proud of our City's onboarding program, Keys to the City, which has been well received. Achieving City Council's goals and objectives requires highly motivated employees. I emphasize the importance of getting the right person in the right position, two-way communication, ethics, accountability and teamwork. The Port St. Lucie organization continues to place a high priority on recruiting and retaining a diverse workforce and selecting the most qualified individuals to be part of our organization.

Continued professional growth was another priority of the City team, and we were afforded world-class educational opportunities because of competitive applications. Two City teams attended Harvard programs this year including a Managing City Talent program and a Procurement Reform program at Harvard University, generously funded through the Bloomberg Harvard City Leadership Initiative and Bloomberg Philanthropies.

I will continue to focus on succession planning and imparting key values through speaking with the City team. My approach is that of a coach on a team: my focus is supporting the executive team and ensuring it plays an active role in their assigned departments, ensuring we meet the goals of Council and live our City values.

VII. Personal Qualities

I believe a successful organization must have a vision, set goals, live our values, involve stakeholders, act with integrity, work as a team and follow through.

Among the skills I bring to the table is a focus on infrastructure and negotiations with developers. With the support of my team, my deep knowledge of the City and its history, as well as my ability to innovate towards its future needs, helps us to serve the Mayor and City Council at a high level. My team continually focuses on these issues, including improving traffic flow; signalization; strategically funding new roadways; securing property for public recreation through a partnership with St. Lucie Public Schools; enhancing technology and completing a fiber network to enable the City to become a “Smart City;” conserving land; and more.

VIII. Relations with other Governments

To foster improved relationships with St. Lucie County, Fort Pierce and the other cities and counties in the region, I meet monthly with the managers of the jurisdictions with whom I have a positive relationship.

In addition, the Mayor, myself, County Administrator and Chair of St. Lucie County Commission are scheduled to meet quarterly to continue to support joint efforts that impact county and City residents. I am committed to ensuring that intergovernmental relations between the county and City thrive so we can all benefit from each other’s success.

In January 2026, the City and county met for a joint meeting, facilitated by the City Manager’s Office. This meeting allowed both organizations to discuss joint programs and projects we can tackle together and created an opportunity for elected bodies to connect with each other with the goal of continued intergovernmental coordination.

I think it is critical to work effectively with other government agencies at the local, state and federal levels. To that end, we underwent a reorganization of our advocacy strategy this year, aligning our state and federal programs under the leadership of the Grants & Advocacy Team and added a federal lobbyist to further advance our efforts on Capitol Hill.

IX. City Powers and Duties

The City of Port St. Lucie follows, and exceeds, the requirements of City ordinances. Systems are maintained for finance, procurement, human resources, information technology, budgeting, property inventory control and risk management.

The City's budget process integrates capital, information technology and operating expenditures and revenues in an award-winning document. A copy of the most recent Strategic Plan annual update is included in the Council packet for this assessment.

As your City Manager, I attest that the City of Port St. Lucie's government is well run and in compliance with state statutes. My commitment to City Council is to continuously improve my performance and the performance of the organization. As we move forward, we will continue to build on our successes, guided by our shared commitment to making Port St. Lucie the best possible place to live, work and thrive.

2025 CITY MANAGER'S
**ANNUAL
REPORT**





Dear residents,

As we reflect on the past year, I'm proud to share how Port St. Lucie continues to grow with purpose, guided by our mission to provide exceptional services that enhance our community's safety, beauty and quality of life through innovation, engagement and fiscal responsibility. Together, we've made meaningful progress in creating the kind of City our residents are proud to call home.

Port St. Lucie remains the safest large city in Florida, a distinction we've earned through strong partnerships between our Police Department and the community. We continue to invest in public safety, with a second law enforcement training academy class that graduated in 2025 that will go directly to work for the Port St. Lucie Police Department — and the third PSLPD-only class already has begun training. We are ensuring our Police Department is highly trained and equipped to keep our City safe, investing in a new police training facility that will open this year.

We've continued to invest in critical infrastructure that supports our growing population. From major roadway improvements and stormwater upgrades to planning for future water supplies, these projects are designed to protect our environment, improve mobility and enhance everyday quality of life.

We also are developing new parks and recreation offerings, including the City's first regional park, Tradition Regional Park, scheduled to open in 2026 and Torino Regional Park, where we recently broke ground. Further, we are investing in another top priority of our residents — preserving Port St. Lucie's green spaces and places through the Naturally PSL Initiative, acquiring 255 acres since the resident-driven program launched last year, or one acre for every 1,000 residents. And we're just getting started!

Our City also is attracting new opportunities that will bring jobs and long-term economic benefits. From the announcement that professional soccer would be coming to Port St. Lucie the groundbreaking for new waterfront dining at The Port District, we are seeing progress made in every corner of our City.

These achievements are a direct result of your engagement, your ideas and your belief in what Port St. Lucie can be. As we look ahead, we remain focused on delivering the high-quality services our residents deserve.

Thank you for your continued trust and support. Together, we are shaping a bright and promising future for Port St. Lucie.

Sincerely,

A handwritten signature in black ink, appearing to read "Jesus Merejo". The signature is fluid and cursive, written over a light blue decorative graphic element that consists of several overlapping, curved, wave-like shapes.

Jesus Merejo, ICMA-CM, City Manager

Dear residents,

For those of us who love the City of Port St. Lucie, we know it's a special place to be. This year, we proved it to the rest of the country as well.

In June, Port St. Lucie was named one of 10 All-America City winners by the National Civic League. It was a tremendous honor, one that speaks to who we are as a community and how we work with our residents hand-in-hand.

This year's theme for the All-America City Awards was Strengthening Environmental Sustainability through Inclusive Community Engagement. In its award presentation, the National Civic League cited Port St. Lucie's "inclusive leadership, transparent governance and a community-first approach (that) is setting a new standard for how diverse, fast-growing cities can thrive — resilient, connected and forward thinking."

We have worked hard to build a culture of listening, connecting and acting on what matters most to our community. Through our Citizen Summit, surveys, neighborhood meetings and everyday conversations, we've created meaningful opportunities for residents to shape the future of our City. And you've responded — by sharing your ideas, voicing your priorities and partnering with us to turn vision into action.

In 2025, we reached major milestones that reflect this collaboration. We advanced environmental projects that create and preserve green places and spaces. We invested in parks, stormwater systems and roads that enhance quality of life. And we did it all with one purpose: to create a City that works for everyone.

The All-America City Award is a proud moment, but it's also a reminder that our work is ongoing. With your continued engagement, we'll keep moving toward a future that reflects the best of who we are.

Thank you for being an essential part of Port St. Lucie's success story. It's my privilege to serve as your mayor and I look forward to continuing our journey together.

Sincerely,



Shannon M. Martin, Mayor



Mayor & City Council



Stephanie Morgan
District 1

David Pickett
District 2

Shannon M. Martin
Mayor

Anthony Bonna, Sr.
District 3

Jolien Caraballo
Vice Mayor & District 4

Vision

To be a leader in finding innovative solutions that put residents first and support opportunities for all people to thrive.

Mission

To provide exceptional services that enhance our community's safety, beauty and quality of life through innovation, engagement and fiscal responsibility.

Strategic Goals



Goal 1
Safe, Clean & Beautiful



Goal 5
High-Quality Infrastructure & Facilities



Goal 2
Strategic Growth for a Resilient Future



Goal 6
Culture, Nature & Recreation



Goal 3
Engaged & Connected City



Goal 7
High-Performing Government Organization



Goal 4
Diverse Economy & Employment Opportunities

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Highlight of the Year



2025 WINNER PORT ST. LUCIE



Port St. Lucie's team celebrates after the announcement that the city is now an All-America City.

The National Civic League's All-America City Award recognizes communities that come together across sectors—residents, nonprofits, businesses and local government—to solve tough challenges and create lasting positive change. It is important because it highlights collaborative, community-driven solutions rather than top-down fixes, showing what is possible when people work together. The award also elevates successful local initiatives as models for other cities, encouraging civic engagement and innovation nationwide.

It also gives a city:

- National recognition for its efforts
- Boosts civic pride
- Helps attract investment and talent
- Provides a powerful platform to share successful strategies with other communities across the country



National Civic League President, Doug Linkhart, speaks about the impact of the award for Port St. Lucie at a local celebration.

In 2025, 20 finalists were selected and invited to Denver where they shared ideas, learned from national experts and presented their work to a panel of civic leaders. Ten winners were recognized as All-America City Award recipients, including Port St. Lucie!

This annual report highlights work done throughout the year by our staff through the lens of the All-America City criteria:

Civic Engagement

Collaboration

Innovation

Impact

These are some of the other accolades the City earned in 2025.

City

- 2025 All-America City winner
- 2025 Hope Award Trailblazer honor

Community Redevelopment Agency (CRA) and Parks & Recreation

- American Planning Association, Florida chapter, The Port District Master Plan - Award of Excellence

Communications

- 2025 National Association of Government Communicators (NAGC) — Blue Pencil and Gold Screen Award — Community Engagement Forum — Port St. Lucie International Fest
- 2025 Communicator Awards — General-Web Applications & Services, Distinction — City of PSL Website Relaunch
- Florida Public Relations Association, Silver Pinnacle Award for Government Communications Team of the Year

Finance and Office of Management & Budget (OMB)

- National Triple Crown Award for Financial Excellence. This distinction is awarded to local governments that receive all three of GFOA's top awards in the same year:
 - » Certificate of Achievement for Excellence in Financial Reporting — recognizing the City's Annual Comprehensive Financial Report for its accuracy, transparency and adherence to the highest accounting standards
 - » Distinguished Budget Presentation Award — honoring the City's budget document for clearly showing how taxpayer dollars are allocated to meet community goals, in partnership with OMB
 - » Popular Annual Financial Report (PAFR) Award — celebrating the City's easy-to-read summary of financial information that helps residents understand how their tax dollars are managed

Human Resources

- 2025 Platinum Bell Seal for Workplace Mental Health Award

Neighborhood Services

- American Planning Association, APA Housing and Community Development Division, Honorable Mention
- Housing Innovation Award for the City's American Rescue Plan Act 2025 Homebuyer Assistance Program, launched in partnership with the Community Land Trust of Palm Beach County and the Treasure Coast

OMB and Strategic Initiatives & Innovation

- Recipient of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for FY 2024-25. The City has satisfied nationally recognized guidelines and best practices for effective budget presentation for 36 consecutive years. In addition to receiving the award, the City's budget received two special recognitions:
 - » Special Strategic Goals and Strategies Recognition
 - » Special Capital Program Recognition
- Maintained the National Institute for Governmental Purchasing Accreditation for Quality Public Procurement Department for 23 consecutive years and the Florida Association of Public Procurement Officials Award for Excellence in Public Procurement for 23 consecutive years
- Earned the National Purchasing Institute Achievement of Excellence in Procurement Award in 2025, maintaining the achievement for three consecutive years.

Planning & Zoning and CRA

- American Planning Association, Florida chapter, Great Places in Florida People's Choice Award

Police

- Commission for Florida Law Enforcement Accreditation (CFA) re-accreditation

Public Works

- Colt Schwerdt, Professional Manager of the Year
- Robert Carlsen, Orange Heart Medal for Hurricane Relief
- Treasure Coast Branch Award of Excellence

Special Events and Communications

- Gold for the 2025 International Festivals & Events Association (IFEA)/Haas & Wilkerson Pinnacle Award for Best Printed Materials
- In collaboration between Special Events and Communications Dept, Port St. Lucie International Fest and the Irish Festival earned six awards from SUNsational Awards from the Florida Festivals & Events Association (FFEA)

Strategic Initiatives & Innovation

- Sabrina McLeod, Data Champion, What Works Cities

Utility Systems

- Summer Burdick, APWA Young Leader Award



ION
THE BEST WINNER
 IN THE STATE OF LOUISIANA

ment & Budget

\$207,071

00 for schools),
 on-ad valorem

PSL is less than
25%
 of your tax bill.

Mill Rate	Assessed	Exempt	Taxable	Amount
0.2500	207,071	50,000	157,071	39.27
0.1000	207,071	50,000	157,071	15.71
2.7294	207,071	50,000	50,000	428.71
4.2222	207,071	50,000	50,000	663.19
0.3650	207,071	50,000	50,000	57.33
3.0000	207,071	50,000	50,000	471.21
0.0288	207,071	50,000	50,000	4.52
4.6807	207,071	50,000	50,000	100.00
0.3743	207,071	25,000	182,071	182.07
0.7480	207,071	25,000	182,071	182.07
5.0000	207,071	25,000	182,071	157.071
10.0000	207,071	25,000	182,071	157.071
20.0000	207,071	25,000	182,071	157.071
40.0000	207,071	25,000	182,071	157.071

RAFT
 Serving Our Neighbors
 COLLECTOR
 COUNTY

Amount
 183.00
 26.00
 448.44
 \$3,668.90
 \$655.44
 \$4,324.34

Impact



Delivering for our residents

Port St. Lucie's recognition as an All-America City is rooted in the real, lasting impact it makes on residents' lives.

From lowering the millage rate for 10 consecutive years to working on significant projects aimed at improving traffic flow and public safety, the City is delivering on its promises.

As a data-driven organization, the City is always looking at ways to improve quality of life for our residents, including expanding its parks. It's this kind of thoughtful progress that makes Port St. Lucie a place people are proud to call home.

10 years straight the millage rate has been reduced

\$40.2 million in savings as a result of millage rate reductions

41 miles of roads resurfaced

42 miles of roads receiving asphalt rejuvenation treatment

5.3 M visitors to Port St. Lucie parks

Traffic improvements

Half-Cent Sales Tax keeping our promises for the past decade

The voter-approved Half-Cent Sales Tax continues to play a vital role in improving Port St. Lucie's infrastructure. Voters approved this sales tax in 2018 and Port St. Lucie has been working diligently to complete the promised projects on time.

One of the most visible efforts is the ongoing work along Floresta Drive. Phase 2 was completed in March and Phase 3 is now underway.

Since it began, the project has added sidewalks, bike lanes, lighting and landscaping that enhances safety and mobility for drivers, cyclists and pedestrians alike. Once complete, the improvements will extend from Southbend Boulevard to Prima Vista Boulevard — a total of more than 4 miles.

In FY 2024-25, the City used sales tax funds to resurface more than 41 miles of roads across the City, including neighborhoods such as Northport Village and Sandpiper Bay.

These Half-Cent Sales Tax projects reflect the City's continued focus on maintaining and improving infrastructure in a fiscally responsible way, ensuring that residents benefit from smoother, safer streets today and in the years ahead.

Since 2018, the following progress has been made thanks to the Half-Cent Sales Tax:

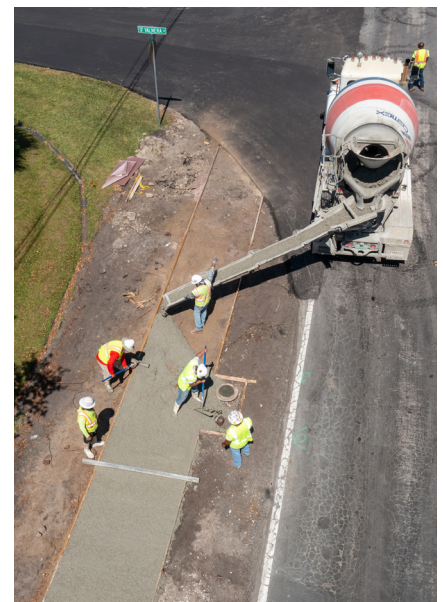
- Floresta Drive segments 1 and 2 were completed and segment 3 is now underway.
- Torino Parkway intersection improvements at Cashmere Boulevard and California Boulevard were completed.
- The California Boulevard widening project is ready to move into the design phase following public input.
- Work continues on St. Lucie West Boulevard intersection improvements at Cashmere, Bayshore, Peacock and California boulevards.
- Landscaping improvements along U.S. 1 were completed.
- Sidewalks have been added from Inca Terrace to Savage Boulevard, Abingdon Avenue from Import Drive to Savona Boulevard, and Brescia Street from Gatlin Boulevard to Savage Boulevard. Construction has begun on a sidewalk at Lakehurst Drive.
- Resurfacing efforts have taken place across Port St. Lucie. In FY 2024-25, the sales tax was used to resurface 18.75 miles of roads.



Floresta Drive



Torino Parkway



Sidewalks

Road projects to better connect Port St. Lucie

Improving traffic flow and safety are top priorities the City of Port St. Lucie is focused on. In FY 2024-25, that included several key projects, including:

- Turn lane improvements at East Torino Parkway and Midway Road, along with a modern roundabout at North Torino Parkway and Turtle Dove, was completed. Additionally, the City added in the new roundabout a kinetic sculpture called Whorl, funded by the Public Art Fund, which changes colors as motorists drive around the new roundabout.
- As 2025 came to a close, two segments of the Port St. Lucie Boulevard South Improvement Project were completed and a third had started. The segment from Gatlin Boulevard to Darwin Boulevard (which was being overseen by the City) and from Darwin Boulevard to Alcantarra Boulevard (which was a Florida Department of Transportation project) were completed in December. The segment from Alcantarra Boulevard to Paar Drive, overseen by FDOT, began in summer 2025.
- In October, work began on intersection improvements at Tulip Boulevard and College Park Road.
- In May, intersection improvements started at St. Lucie West Boulevard and Peacock Boulevard.

Partnering for progress on our roads

As new development takes place, the City works with developers to ensure key infrastructure is included in their plans.

In the last year, two new east-west roadway connections have opened in Tradition, linking Rangeline Road to Becker Road and Rangeline Road to Crosstown Parkway. These new corridors will improve access and support future growth in one of the City's fastest-developing areas.

Another example currently under construction is a new traffic signal at Community Boulevard and Discovery Way in Tradition. This signal will improve safety and traffic flow in a growing area. The City worked closely with partners to fast-track the design and move it quickly into the construction phase.

These efforts reflect the City's commitment to smart planning, strong partnerships and building infrastructure that keeps pace with our growing community.



Planning for the future

From small updates to major Citywide initiatives, the Planning and Zoning Department focused on smart planning that supports the City's strategic goals, future growth and quality of life.

One of the biggest efforts was working to update the 2045 Comprehensive Plan, which will help shape how and where the City grows over the next two decades. Residents played a key role through public workshops, surveys and stakeholder meetings.

In 2025, public art in Port St. Lucie continued to grow as an integral part of the city's identity, emphasizing creativity and community pride. Through the City's Art in Public Places Program, funded through developer contributions, several installations were accomplished including the Whorl, a kinetic sculpture in Torino and The Heart in the Park, which was fully funded by Mattamy Homes in Tradition. The Planning & Zoning Department played a key role in this effort by integrating public art into long-term development plans, ensuring that new projects and redevelopment areas intentionally included artistic elements.

Public safety



Keeping Port St. Lucie safe

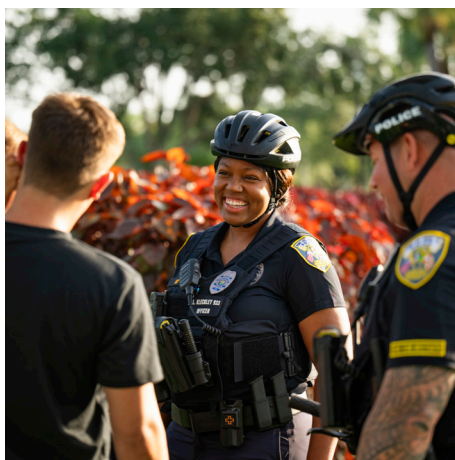
In 2025, Port St. Lucie remained the safest large city in Florida and continues to build on that reputation.

To keep pace with Port St. Lucie's continued growth, the Police Department expanded its community-focused approach by launching a sixth Neighborhood Policing District in FY 2024-25.

Originally planned for completion in FY 2026-27, the project was fast-tracked thanks to a thorough review of staffing, response times and service calls. The new district enhances coverage and strengthens the department's ability to serve residents with a more localized, responsive approach to public safety.

Work also continues on a new state-of-the-art police training facility that will provide a vital resource for ensuring the ongoing safety and well-being of the community. The three-story, 54,000-square-foot facility will be located at the municipal complex across from City Hall.

The first police training facility in the City's history, it will include training areas, a virtual simulation room, firearms range, a multi-purpose classroom and more.





Building the future 2025 all-agency graduation

Oct. 9, 2025 marked another historic moment for not only the Port St. Lucie Police Department — its the department's second all-agency graduation from the Treasure Coast Public Safety Training Complex — but also for all law enforcement agencies on the Treasure Coast. This collaboration aimed to bring together the most promising candidates and instills in them their commitment to serve with courage, knowledge and integrity with the focus on making Port St. Lucie the safest city in the country.

The academy began in 2024 with the support of the Port St. Lucie City Council, as part of a recruiting and retention plan. With a team filled with veterans and experienced professionals, the academy is committed to training the best and brightest. They learn from those who have walked the path before them, gaining insights and skills that will prepare them for a reward career in Port St. Lucie.

Eyes in the sky: Innovation in action for PSLPD

The Port St. Lucie Police Department is taking public safety to new heights — literally.

In 2025, PSLPD finalized a contract to launch its first-ever Drone as First Responder (DFR) program, a cutting-edge initiative that will allow drones to respond to emergency calls within seconds. These drones will provide real-time aerial views to officers and the City's upcoming Real Time Public Safety Center, helping improve response times and situational awareness.

The program includes six drone air docks placed strategically across the City, each capable of launching multiple drones. With advanced radar technology, the drones can safely navigate the skies, detect objects up to 7 miles away and avoid collisions.

As a bonus, the department also received 13 indoor drones to support SWAT and day-to-day operations at no additional cost. This innovative program positions PSLPD as a leader in using technology to protect and serve faster, smarter and safer than ever before.



Fiscal stewardship

Celebrating a decade of lower tax rates

In 2025, the City of Port St. Lucie marked a major milestone: 10 consecutive years of lowering the property tax (millage) rate.

Since 2015, the rate has dropped by 25%, saving taxpayers a total of \$40.2 million. The current rate is at 4.9750 which makes Port St. Lucie's millage rate the third lowest among Florida's largest cities.

But the City's commitment to fiscal responsibility doesn't stop there. Over the past decade, Port St. Lucie also has reduced its debt by \$400 million and improved its credit rating, helping to lower borrowing costs and strengthen long-term financial health.



Strong credit ratings reflect sound financial planning

In 2025, Port St. Lucie earned continued recognition for its strong financial management. Moody's Investors Service upgraded several of the City's bond ratings, reflecting improved financial strength and conservative fiscal management:

- Issuer and General Obligation Bonds: Upgraded from Aa3 to Aa2
- Utility Systems Water and Sewer Revenue Bonds: Upgraded from A1 to Aa3

Strong bond credit ratings help keep borrowing costs low, allowing the City to invest more efficiently in critical infrastructure like water and sewer services. It also highlights City Council's strategic vision and the Utility team's commitment to sustainable, long-term planning.

BUDGET

FISCAL YEAR

25/26

2.21%

INCREASE FROM FY 24/25 DUE TO INFLATION AND CAPITAL PROJECTS

TOTAL BUDGET
\$869,811,393

GENERAL FUND

2.44%

\$5.1M INCREASE OVER FY 24/25

TOTAL BUDGET
\$212,526,70

Crosstown Voter Debt Reduced

The voter-approved debt service millage for Crosstown Parkway is reducing to 0.3143 in FY 25/26 from 0.3743 for FY 24/25.

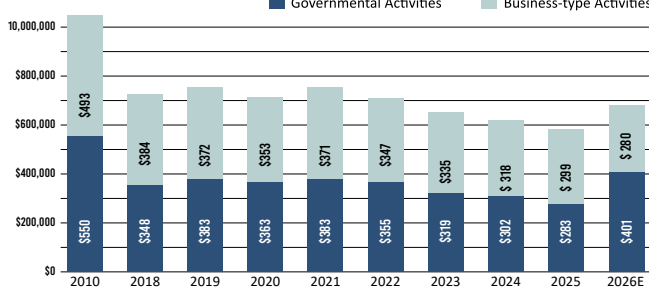
Operating Millage

Operating Millage is reducing from 4.6807 to 4.6607.

DEBT REDUCTION

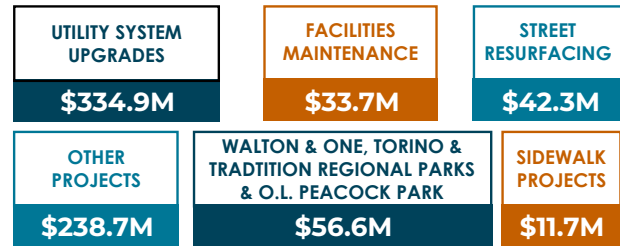
The City's long-term debt has been reduced as a result of principal payments and refinancing, when appropriate, from a high of more than \$1.042 billion in debt in FY 09/10 to a **projected \$681 million for FY 25/26** based upon the estimated principal payments. This represents a **34.7% reduction in debt** over the past 16 years.

Total City Debt



CAPITAL IMPROVEMENT PROJECTS

The City is prudently planning projects while slightly decreasing the current debt load. Projects planned over the five-year period are projected to cost **\$725.8M**.

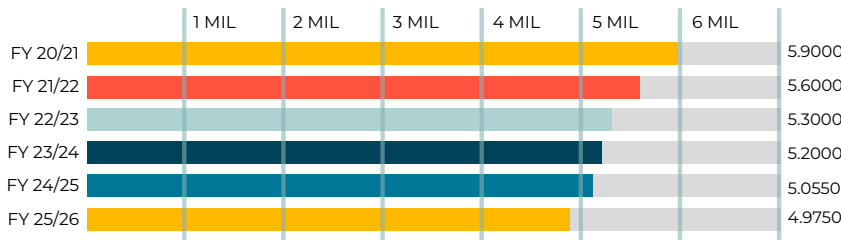


Tax Base Increase

The 2025 certified taxable value increased by 12.95% over 2024 certified value, because of increased growth and property appreciation, from **\$22.7 billion (FY24/25)** to **\$25.6 billion (FY25/26)** as of July's certification.

MILLAGE RATE

Millage rate is the tax rate per \$1,000 of taxable property value. The City's adopted Operating Millage rate is **4.6607** per thousand for **FY 25/26**. The adopted total millage rate is **4.9750**. This is the tenth year the millage rate is reduced.



Assessed impact of millage reduction on City taxes for a median home with a homestead exemption increased by the Save Our Homes law limit of 3%

	FY 24/25 Tax Year City Taxes	FY 25/26 Assessed Value	FY 25/26 Tax Year City Taxes
Assessed Value	\$242,980	\$250,026	\$250,026
Exemption Amount	\$50,000	\$50,722	\$50,722
Taxable Amount	\$192,980	\$199,307	\$199,307
City Total Millage Rate (Per \$1,000 of value)	5.055	5.055	4.9750
Total City Taxes per Year	\$975.51	\$1,007.48	\$991.54
Difference with Adopted Millage Reduction			(\$15.94)

STORMWATER

Stormwater Fee will increase by \$6 for total of \$189 for residential and \$141. for vacant property.

SOUTHERN GROVE

Southern Grove debt and tax payment reduced to **\$1.9 million**, which is supported by the Governmental Finance Fund.

SOLID WASTE

The Solid Waste Assessment Fee will increase to \$467.33 per contractual obligations with the City's solid waste vendor & land disposal fee adjustment by St. Lucie County.

UTILITY SYSTEMS

The Utility Operating System is increasing the water rate by 3.5%, while sewer rate remains the same.

Median market value for a single-family home in **Port St. Lucie**

\$342,800

Although the median market value of an average single-family home in PSL is \$342,800, the median assessed value by the County Property Appraiser is \$250,026. The assessed value is used to determine the annual property tax.

Park projects

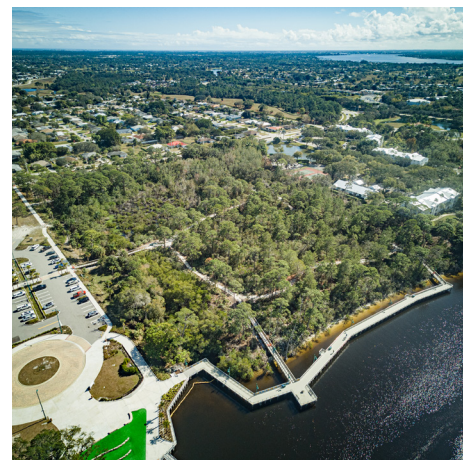
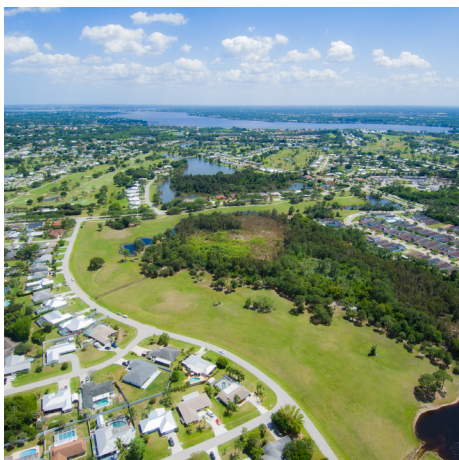


Designing the future of parks in PSL

Residents continue to tell the City they value places where they can connect with nature, stay active and enjoy life in Port St. Lucie. To meet those requests, the City remains committed to creating more spaces where residents can enjoy the community's natural beauty.

This year, the Parks and Recreation Department completed designs for four exciting projects — O.L. Peacock Sr. Park, Wilderness Trail Park, The Preserve at The Port and Duck Court — and moved them all into the final stages before construction. That means more trails, green spaces and places to play are on the way!

At the same time, the City kept momentum going on other major efforts. Progress was made on the Sportsman's Park Campus Master Plan and construction continued at Tradition Regional Park and Stars and Stripes Park. Plus, design work for Torino Regional Park hit the halfway mark and a groundbreaking was held in December — all with a goal toward making places residents can come together for fun, recreation and connectivity.



Transforming recreational opportunities in Port St. Lucie

Port St. Lucie made significant steps in 2025 to create more places to enjoy the outdoors, helping transform recreation opportunities for residents and visitors.

Work on the City's first two regional parks is now underway. A groundbreaking was held for Torino Regional Park in December and construction on Tradition Regional Park continued to make tremendous progress.

Torino Regional Park will cover nearly 200 acres and bring a "Play Forest" concept to life, with nature-themed playgrounds, splash pads, sports courts, walking trails and a future skate park. It's designed to be a vibrant space where kids can explore and adults can unwind in a lush, green setting.

Tradition Regional Park will span 124 acres, serving as an active space for people to enjoy. That will include a first of its kind, inclusive BMX track that will accommodate a variety of wheeled activities, including BMX riders, skateboarding and inline skating. There also will be lighted sports fields, including baseball, softball and multi-use fields.

These parks will be destinations, drawing Port St. Lucie residents as well as visitors from around the region, the state and beyond.

With more green space and recreational opportunities on the way, Port St. Lucie is investing in places where people can be active in a beautiful outdoor setting.



Torino Regional Park Groundbreaking



Tradition Regional Park

Community Redevelopment Area updates



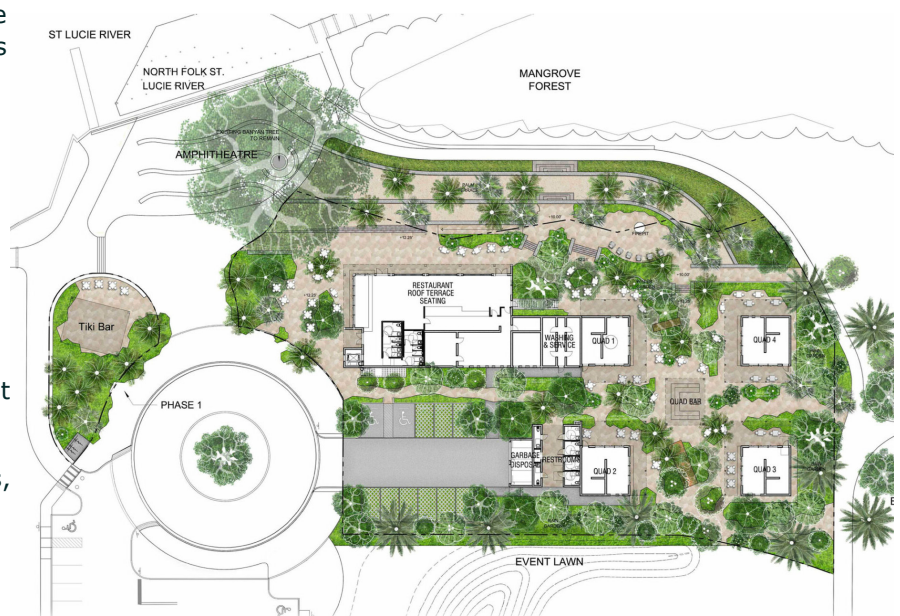
The Grove: A new riverfront destination takes shape

In October, Port St. Lucie celebrated the groundbreaking of The Grove, a waterfront dining and gathering space located along the St. Lucie River in The Port District.

For years, residents have said they would like to see more dining and entertainment venues along the waterfront and The Grove brings that to them.

The result of a public-private partnership between the City, SūDā Investments and Atlas Restaurant Group, The Grove will feature open-air restaurants, cafés and inviting public spaces where people can relax, connect and enjoy the outdoors. When completed, it will be a place designed for people, inspired by community input and built to enhance quality of life.

As one of the City's most anticipated projects, The Grove is set to become a vibrant hub for residents and visitors alike — and a shining example of how thoughtful planning and collaboration can transform public spaces.





Boardwalk at The Port District completed, enhancing riverfront

A walk on Port St. Lucie’s wild side just got easier.

The Boardwalk at The Port District is now fully connected from Veterans Park at Rivergate to the preservation tract, allowing visitors to enjoy an uninterrupted scenic walk that is more than three-quarters of a mile along the North Fork of St. Lucie River.

On June 25, the final segment of the boardwalk was successfully installed under the Port St. Lucie Boulevard Bridge. On Aug. 8, the fully connected boardwalk was opened to the public. This milestone marks a significant enhancement to riverfront accessibility, recreation and connectivity in the heart of the City.

The final segment connecting the north and south ends of the boardwalk was 704 feet long.

The project also provided repairs to the boardwalk that were damaged during Hurricane Milton. The boardwalk’s elevation was raised from just 2 feet above the high-tide line to 6 feet, which improves durability during storms. It also supports ecological restoration by providing more consistent shade that allows seagrass along the shoreline to become better established.



Southern Grove creates economic opportunities for community

The Southern Grove Jobs Corridor has blossomed into a dynamic economic growth engine. Spanning 1,200 acres along I-95, the Jobs Corridor is part of the larger 3,605-acre Southern Grove area within the Tradition region.

Since acquiring the land in 2018, the City has worked closely with partners to attract major employers and create new opportunities for residents.

Today, the corridor is home to a vibrant mix of healthcare, bioscience, education, retail and advanced manufacturing. Major companies have built facilities here, while new retail, restaurant and mixed-use developments are on the horizon.

Companies that have come to Southern Grove include:

- Accel International
- Amazon
- Cheney Brothers
- Costco Depot
- Digital Marine Integrators
- FedEx
- Import Mex Distributors
- Oculus Surgical
- TAMCO

That success has extended into other areas of the City, with companies expanding or adding new locations, including an Amazon Fulfillment Center, Florida Coast Medical Center, Freedom Boat Club and Lactalogics.

And the St. Lucie Economic Development Council reported that six new projects were being considered in Port St. Lucie, including manufacturers, technology companies and an entertainment district.

As the Jobs Corridor continues to develop, so, too does critical infrastructure to support it.

That includes creating a dedicated travel route for commercial vehicles that will keep the majority of truck traffic off SW Village Parkway. A north-south "spine road" is being constructed to connect Tom Mackie Boulevard and Anthony F. Sansone Sr. Boulevard, east of Village Parkway. Completion of the spine road, which was partially funded by the American Rescue Plan Act (ARPA) grant, is expected in early 2026.



Professional soccer prepares to take the field at Walton & One

Port St. Lucie is ready to score big with the arrival of a professional soccer team and stadium, coming soon to Walton & One.

The new stadium will be home to the Port St. Lucie Sports Club, which will play in the United Soccer League (USL). The team will bring high-energy matches and family-friendly fun right to the heart of our City.

But the impact goes far beyond the field. The stadium is a first step toward creating a vibrant destination where people can live, work and play.

Plans for Walton & One around the stadium include new restaurants, shops, entertainment venues and housing options, all designed to create a walkable, welcoming community space. The stadium will be a critical component in transforming Walton & One into a true city center.

The stadium is being built without using taxpayer dollars. The entire project is privately funded by the developer and team ownership, making it a smart investment in Port St. Lucie's future.

With soccer at its heart, this project is helping shape a more vibrant, connected and exciting future for our City.



Reimagining events

Providing a place for Port St. Lucie to gather

The MIDFLORIDA Event Center has long been a place where Port St. Lucie gathers, celebrates and connects. This year, the Event Center hosted 414 event days, welcomed 187,000 guests (a 34% jump from last year) and surpassed its revenue goal by 12%, all while staying within budget.

From the debut of Treasure Coast Comic Con and LEGO® Brick Universe to the return of community favorites like the Seafood Festival and Christmas in July, the Event Center offered something for everyone. The Candlelight Concert Series became a fan favorite, often selling out multiple times a year.

Behind the scenes, the Event Center made major upgrades to improve the guest experience and operational efficiency. A full restroom renovation, new lighting and upgraded sound systems all are designed for smoother operations and a more comfortable environment.

A new ticketing system launching in 2026 also will reduce costs for customers and modernize the box office experience.

The MIDFLORIDA Event Center ended the year with a 12% increase in revenue, a 4.9-star customer rating and expenses held right on target. These results reflect the Event Center's commitment to being a high-performing, community-focused facility that delivers value to residents and visitors alike.



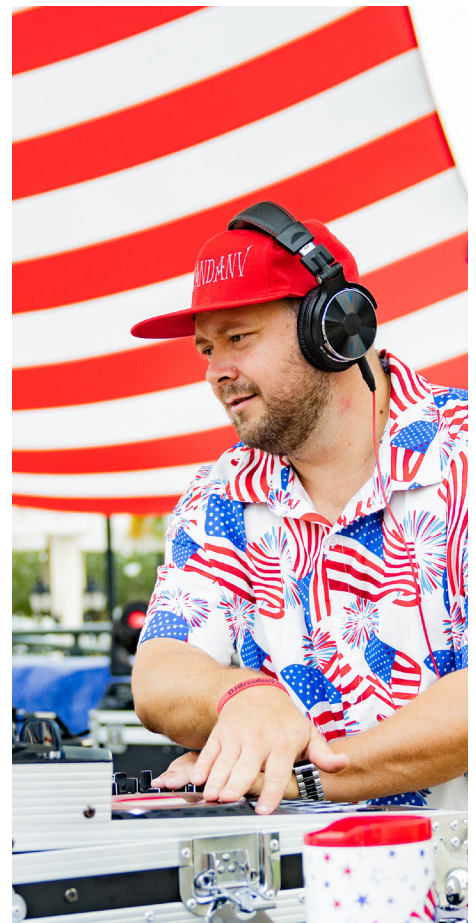


Enhancing community events

The Special Events Department took a fresh look at how Port St. Lucie hosts events.

The goal was to create a roadmap for events that bring people together, celebrate Port St. Lucie's culture and support local businesses. After months of research and collaboration with an outside consultant, the team developed the Special Events Study and presented it to City Council.

With Council's support, the team is now moving forward with a Special Events Master Plan, set to debut in summer 2026. The vision includes more opportunities for entertainment, stronger community connections and events that reflect the unique spirit of Port St. Lucie.





Civic Engagement



Empowering the voices of our residents

From informative public meetings and community job fairs to tree giveaways and neighborhood events, we've made civic engagement a cornerstone of everything we do as a City. These efforts connect us, empower voices and shape a City we're proud to call home.

The National Civic League recognized that commitment to engagement, which was a contributing factor to Port St. Lucie being named an All-America City.

City staff engaged with residents at:

380 events in 2025

1,500+ event hours

with **96,950** people

219 public meetings

9,851 public records processed

Your feedback matters



Residents guide the City's Strategic Plan at record-breaking Citizen Summit

The 2025 #IamPSL Citizen Summit welcomed more than 1,000 residents to the Port St. Lucie Community Center, setting a new attendance record for the annual event.

Designed as an interactive, family-friendly experience, the Citizen Summit invites residents to share their ideas, vote on priorities and learn how their feedback directly shapes the City's Strategic Plan.

One powerful example of this impact was the launch of the Naturally PSL Green Spaces & Places initiative, which was born from community input at the 2023 Citizen Summit after residents prioritized greater access to parks and preserves. Naturally PSL was launched at the 2025 Citizen Summit, allowing attendees to see the idea come to life and learn how the City is using innovative, resident-driven strategies to expand green space access.

The Citizen Summit is more than a public meeting; it's a hands-on opportunity for residents of all ages to co-create the future of Port St. Lucie. Their voices continue to guide investments, shape programs and strengthen the connection between local government and the community it serves.

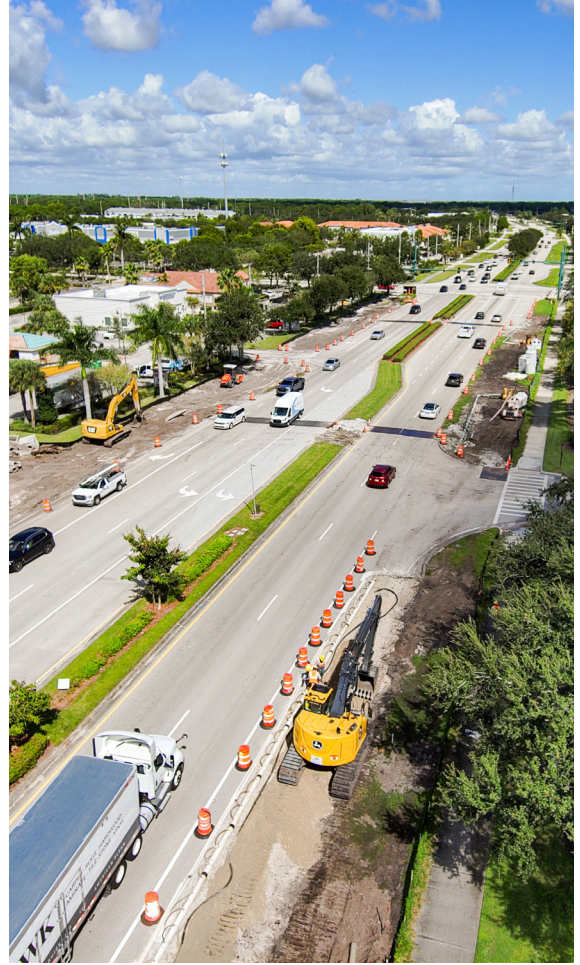
Shaping the future of our roads, together

In 2025, the City's Public Works Department took a thoughtful, data-driven approach to planning future roadway improvements — starting with listening to the people who use them every day.

Public Works is reviewing corridors from the initial planning stages through to design and construction to help meet the needs of our residents and improve our infrastructure. Through a series of public meetings across key corridors, residents had the opportunity to share feedback, ask questions and help shape the direction of major projects.

Public meetings this year included feedback for feasibility studies on:

- A 4-mile segment of Southbend Boulevard
- St. Lucie West Boulevard, focusing on the segment between Peacock and Cashmere boulevards
- NW East Torino Parkway
- Savona Boulevard between California Boulevard and Becker Road
- Bayshore Boulevard from Prima Vista Boulevard to Selvitz Road



Connecting with residents

Loving PSL, one block at a time



Something truly special is happening in Port St. Lucie and it's unfolding one block at a time. Through the Love Your Block program, powered by the Bloomberg Center for Public Innovation at Johns Hopkins University, residents are stepping up, taking ownership and transforming their neighborhood in inspiring ways.

Port St. Lucie is proud to be one of just 16 cities nationwide selected for this initiative. We launched our pilot in the Whispering Pines neighborhood. With 16 mini-grant recipients and 710 volunteers, we've rallied 1,329 people in 2025 to clean 17 acres, install 20 new features — including Little Free Libraries and pet waste stations — plant trees, complete minor home repairs and remove 839 pounds of trash. In 2026, we'll move into the second year of this grant-funded program.

And behind every number is a story. Like the pollinator garden that now blooms along Tulip Boulevard, paired with the Little Free Library and seed exchange. Thirty-four volunteers, including Treasure Coast High School's Key Club and the grant recipient, helped bring it to life and will keep it thriving. None of this would've been possible without the support of several City departments. Teams from Communications, Keep Port St. Lucie Beautiful, Strategic Initiatives and Innovation (Naturally PSL), Public Works and Neighborhood Services were instrumental in bringing these projects to life.



Ambassadors and Youth Council enhance PSL engagement

Port St. Lucie is making it easier than ever for residents to stay informed and involved in what's happening across the City. That includes creation of the Ambassador Program, an initiative designed to provide residents with information to share, engage with the community and support City initiatives.

City University is another program designed to connect residents with their City. The nine-week program gives participants a front-row seat to how Port St. Lucie works. The immersive, behind-the-scenes experience has grown rapidly over the past two years. In 2025, 73 graduates completed the program — one of the largest cohorts in program history.

The City also continued to invest in its next generation of leaders through the Youth Council. Now in its third year, the Youth Council welcomed 39 high school students from across the community. These young residents participated in events, shared feedback with City leaders and even helped plan youth-focused initiatives like the Big Summer Blowout.

Preparing together for hurricane season

To help residents stay informed and ready for tropical storms, the City's Emergency Management team hosted the 2025 Hurricane Preparedness Expo on June 7 at the MIDFLORIDA Event Center.

The event drew more than 1,400 attendees and featured expert presentations, emergency planning exhibits and live demonstrations from meteorologists and emergency professionals.

The annual Hurricane Expo empowered residents with tools and knowledge to strengthen their hurricane readiness, underscoring the City's commitment to safety, resilience and proactive disaster preparedness.



Creating pathways for new careers

A critical element of a strong local economy includes residents having access to meaningful employment.

That's why the City of Port St. Lucie's Human Resources Department partnered with CareerSource Research Coast to host the fourth-annual Community Job Fair in August at the MIDFLORIDA Event Center.

The event brought together 1,063 job seekers, 59 employers and 12 community partners, creating valuable opportunities for connection and career growth.

A "Dress for Success" clothing drive also helped 130 attendees prepare for interviews with confidence.

The City also participates in other career fairs across the community that can help launch careers.

One standout story is Kerby Jeanlouis, a high school senior who attended a career fair in 2024 and soon after was hired as a Water Treatment Plant Operator Trainee. In just one year, he earned his state license, was featured in a national publication and now mentors other students exploring careers in public service.

His journey is a powerful example of how local events can spark career success.





Collaboration



Working together toward a common vision

Collaboration is at the heart of everything we do in the City of Port St. Lucie.

Whether it's improving roads, helping first-time homebuyers or securing grant funding for key projects, the City has teamed up with community partners and worked across departments to make meaningful progress.

This spirit of teamwork was a key factor in Port St. Lucie being named an All-America City and it continues to drive the innovative, people-focused work happening across our community every day.

\$17.2 M received in grant funding

164 homeowners applied for the new Residential Culvert Repair pilot program in the first month

75% of employees rate the City positively in providing a clear vision for the organization, higher than the national benchmark
Source: National Employee Survey

392 septic-to-sewer conversions, with 51 using grant funding

It takes teamwork

Keeping PSL safe, clean & beautiful, together

Keeping Port St. Lucie clean is a team effort and in 2025 that team was stronger than ever. The City's Litter Crew, Adopt-A-Street volunteers and pop-up cleanup groups all played a vital role in supporting our shared vision of a cleaner, safer and more beautiful community.

From January through November, 89 Adopt-A-Street groups volunteered more than 2,200 hours and collected nearly 27,000 pounds of litter. Meanwhile, the City's dedicated Litter Crew picked up more than 33,000 pounds of trash across expanded routes, including new areas along Becker Road and Crosstown Parkway. They also removed more than 4,000 bulky items, everything from tires to tables and added new trash cans and pet waste stations to help keep public spaces clean.

Pop-up cleanups brought even more energy, with 141 volunteers collecting more than 300 pounds of litter and unusual items like propane tanks and marble countertops.



Helping first responders get there faster

Every second counts in an emergency. Thanks to a collaboration between the City's Public Works Department and the St. Lucie County Fire District, help could be arriving even faster.

The City is working to install preemption systems on traffic signals across Port St. Lucie. These systems allow fire-rescue vehicles to temporarily override traffic lights, allowing them to move through intersections more safely and efficiently.

All new traffic signals will include this technology and the City is seeking funding to retrofit existing signals. While drivers could notice brief delays as signals return to normal after activation, the benefit is clear: faster emergency response times and safer roads for everyone.





Honoring old glory with flag retirement box program

Residents who want to respectfully retire their worn out and tattered U.S. flags now have a convenient way to do so in Port St. Lucie.

The City of Port St. Lucie launched a Flag Retirement Box Program to give residents an opportunity to easily and properly discard flags. Flag retirement boxes have been installed at City Hall, Veterans Memorial Park and the MIDFLORIDA Event Center. They are the first of their kind to be provided by the City.

Since the boxes were installed in July, nearly 1,000 flags have been collected for disposal.

The flag retirement boxes were generously donated by the Gulf Iraq Afghanistan Veterans Association, founded by City Councilman David Pickett.

The United States Flag Code indicates that the U.S. flag, “when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way.” After collecting the discarded flags, the City gives them to local organizations for proper disposal — working together with the community to honor our nation’s flag.

Reducing flood risk, one culvert at a time



When it comes to protecting neighborhoods from flooding, even small fixes can make a big difference.

That’s why the City of Port St. Lucie launched the Residential Culvert Assistance Pilot Program, a collaborative effort between the Neighborhood Services and Public Works departments and Port St. Lucie residents.

The program helps homeowners who have active code compliance cases for damaged culverts under their driveways. Repairing or replacing aging culverts is essential for keeping stormwater flowing and reducing the risk of localized flooding.

The program offers two ways to get help: interest-free financing over 10 years for any homeowner, or grant funding for income-eligible households through federal Community Development Block Grant (CDBG) funds. Both options include project management support to make the process easier and more affordable.

Through the end of the year, the program received more than 230 applications.

Grants

fuel progress across the City

Grants continue to play a vital role in helping Port St. Lucie fund important projects and move key priorities forward.

In Fiscal Year 2024–25, 10 City departments actively pursued grant opportunities, resulting in 25 awarded grants totaling more than **\$17.2 million**. The City's grants and advocacy efforts have resulted in more than **\$160 million** in grants for City projects over the past five years. These funds help support everything from public safety and parks to planning and neighborhood services.

The majority of 2025's grant funding, approximately **\$13.5 million**, was directed toward improving infrastructure, including roads, utilities and stormwater systems, aligning with the City's strategic goal of maintaining High-Quality Infrastructure and Facilities.

With 29 additional grants pending, representing more than **\$63 million** in potential funding, the City continues to seek out opportunities that reduce costs to taxpayers while delivering meaningful improvements for the community.

Here are some examples of ways grant funding has assisted initiatives across the City.



Police Department:

The Port St. Lucie Police Department secured more than **\$875,000** in grant funding to support a wide range of public safety initiatives. These grants are helping fund victim advocacy services, mental health and wellness programs for officers, fentanyl enforcement efforts and new technology like drones and e-bikes. Additional funding is supporting the launch of a Dive Team, pedestrian safety enforcement and the distribution of life-saving Narcan. These resources help the department enhance services, improve safety and support the well-being of officers and the community.



Emergency Management:

The City's Emergency Management team received more than **\$3.2 million** in hazard mitigation grant funding to help reduce long-term disaster risks. This includes support for infrastructure improvements and administrative costs. The City has submitted seven additional projects for approval, which could bring in more than **\$9.4 million** in additional funding.



Special Events:

The City was awarded a **\$30,000** grant from the National Endowment for the Arts to fund the 2025 Port St. Lucie International Fest. Now in its third year, the event continues to grow, offering even more cultural experiences from around the world. Attendees enjoy live performances, music, dancing, food, sports and clothing and artifacts from countries across the globe. It is an opportunity for participants of all ages to learn about different cultures in a fun, intimate and engaging event.



Laying the foundation for attainable housing

The City of Port St. Lucie is taking a comprehensive approach to addressing housing needs across the community. Recent initiatives focus on increasing attainable housing options, supporting first-time homebuyers and assisting residents facing housing instability.

- In June, City Council approved the mission, vision and guidelines for the **Essential Attainable Housing Incentive Program**, advancing efforts to expand housing options for Port St. Lucie's workforce and essential workers. City staff is now refining the program's tools and incentives, with additional details expected to return to Council in early 2026.
- The City of Port St. Lucie partnered with the Community Land Trust of Palm Beach County and the Treasure Coast to launch a new **Homebuyer Assistance Program** for first-time buyers. Funded by \$100,000 in American Rescue Plan Act dollars, the program helped four qualified residents purchase their first homes while ensuring long-term affordability through the Community Land Trust model. The City is exploring opportunities to expand similar programs to further support accessible homeownership in the community.
- The City partnered with the Continuum of Care and the Treasure Coast Homeless Services Council to complete the final phase of the **Emergency Rental Assistance 2 (ERA2) program**, using \$400,000 in grant funding to assist individuals experiencing homelessness or at imminent risk in Port St. Lucie. Completed Sept. 30, the Rapid Rehousing program provided rental assistance and supportive services to help participants transition into stable, permanent housing.

Keeping water safe and residents informed

The safety and quality of drinking water is the top priority for the City of Port St. Lucie Utility Systems Department. While the City's drinking water meets or exceeds federal and state safety guidelines, as part of new federal requirements under the U.S. Environmental Protection Agency's Lead and Copper Rule Revisions and Improvements the Utility Systems Department took steps to reduce any potential lead exposure in drinking water.

Staff inspected thousands of service lines in homes across the City. The USD developed a Service Line Material Map, giving residents an easy way to check the type of pipes connected to their homes.

To date, no lead has been found in service lines in Port St. Lucie's system.

Creating memories collectively



A record year at The Saints

Golfers had plenty to cheer about in 2025 as The Saints Golf Course teed up a banner year. With record-breaking rounds played and revenue at its highest levels ever for greens fees, merchandise and dining, the course also rolled out a series of improvements to make every visit even better.

The course saw major upgrades, including new sub-surface drainage to tackle persistent wet spots, repaired bunkers with enhanced drainage and fresh sand and smoother cart paths.

The driving range also got a makeover, with new artificial turf and a shaded awning to keep golfers cool while they practice. Plus, the launch of a convenient Range Membership program, now with 255 members, makes it easier than ever to hit the range.

With these enhancements, The Saints continues to be a favorite destination for golfers of all skill levels.

A community celebration of freedom

Port St. Lucie's Juneteenth celebration brought together residents, local organizations and City staff to honor the significance of this important holiday.

Through a series of planning workshops and the formation of three dedicated committees, the City worked closely with community partners to create a lineup of events that were meaningful and memorable.

The celebration included the Juneteenth 5K Run/Walk at Clover Park produced by the Treasure Coast Black Chamber of Commerce; Let Freedom Ring concert and drone show at Tradition Square produced by the St. Lucie County Boys and Girls Club; and A Celebration of Unity at the MIDFLORIDA Event Center produced by the City of Port St. Lucie.

More than 2,500 people attended the events, which featured world-renowned vocal artist and motivational speaker Dr. Wintley A. Phipps, dance performances, storytelling, a community panel discussion and more.



Brewing confidence and building skills

The City of Port St. Lucie's Human Resources Department continued its partnership with St. Lucie County Public Schools to support students with special needs through the Student Perks Coffee Cart program. This year, the initiative expanded to a second City location at Prineville, giving more students from two local high schools the chance to gain real-world work experience.

Through this hands-on program, students in the Exceptional Student Education (ESE) program learn valuable job and social skills by serving coffee and pastries to City staff and visitors. Every interaction helps build confidence, independence and future employability.



The people pick

The Port District as a Great Places in Florida winner

Since The Port District opened in June 2024, it has been one of the most in-demand locations in Port St. Lucie.

That popularity was on full display when The Port District and Pioneer Park was the top vote-getter for the 12th annual Great Places in Florida People’s Choice Award.

Great Places in Florida is a distinctive awards program held by the Florida Chapter of the American Planning Association where communities submit nominations and the public selects the winners. Each year, the program highlights unique and memorable places that serve their communities and draw visitors.

This year, the statewide contest celebrated places that reflect the deep ties between people and place — spaces that tell stories, honor culture and create everyday belonging. The Port District rose to the top thanks to enthusiastic public support.

Located along the St. Lucie River, the waterfront destination features scenic views, family-friendly amenities and a growing lineup of events. As a result, The Port District is quickly becoming a favorite gathering spot for residents and visitors alike.



Residents are on a roll

after outdoor skating rink opens

What started as a grassroots idea from local skaters became a reality in 2025.

Thanks to the passion and persistence of residents, including members of the St. Lucie Skaters group, the City transformed the once-closed Skate City at Whispering Pines Park into Port St. Lucie’s first outdoor public roller and inline skating rink.

Originally built in 1999 and closed in 2010, the space has been completely resurfaced and reimagined for a new generation of skaters. Covering 39,000 square feet, Skate City is now open daily and free to the public.

This project is a shining example of what happens when community voices and City leadership come together to create something fun, active and inclusive for all ages.





Innovation



Innovation that serves the community

Innovation is central to serving Port St. Lucie residents. From adopting new technologies to streamlining services, the City is always looking for smarter, more efficient ways to keep the community informed, engaged and safe.

Port St. Lucie has been cited as a model internationally for its efforts in building a culture of innovation.

Whether it's using digital tools to connect with residents or finding creative solutions to everyday challenges, this forward-thinking approach played a key role in earning the All-America City Award.

1 of 104

cities worldwide that have achieved What Works Certification

1 of 40

cities selected to participate in the Bloomberg Harvard City Leadership Initiative

1,000+

residents engaged in the development of Naturally PSL

A Culture of Innovation

International spotlight PSL's innovation gets global recognition

Port St. Lucie has woven innovation into every layer of City Hall by engaging employees, residents and elected officials in a collaborative, human-centered approach to strategic planning. What began as a workshop-style session — where staff, department heads, the Mayor and the full City Council reviewed resident feedback and brainstormed solutions — has grown into a citywide culture shift.

New employees are taught from day one that “everyone can be an innovator,” supported through the City’s Innovation Academy and a network of trained liaisons who help departments rethink processes and develop more efficient, resident-focused solutions. This mindset now shapes the City’s Strategic Plan, informed by insights gathered at interactive Citizen Summits and strengthened by project managers trained in problem framing, data analysis and prototyping.

By embedding innovation into strategic planning, Port St. Lucie has empowered teams to anticipate community needs — such as developing shade initiatives inspired by national models — and encouraged elected officials to participate directly in hands-on ideation. Council members and staff now work

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PROGRAMS

With support from The Bloomberg Center for Public Innovation at Johns Hopkins

LEADERSHIP

This is what building a culture of innovation looks like

[f](#) [x](#) [in](#) [e](#) [s](#)



side by side to interpret resident input, sketch prototypes and explore new opportunities. While the shift has required adjustment and deeper collaboration, City leaders agree the payoff is significant: a unified, resident-first approach that aligns the entire organization around creative problem-solving and shared goals. These innovation practices were featured in an article by the Bloomberg Cities Network.

Innovate PSL strengthens culture of efficiency

In 2025, Innovate PSL laid the foundation for a more agile, efficient and empowered City workforce, starting with its signature Green Belt training program.

Modeled after the Denver Peak Academy, this hands-on training equipped staff across multiple departments with the tools to identify inefficiencies, streamline workflows and lead innovation from within.

The June cohort, one of the largest to date, included 13 participants from Planning and Zoning, IT, Utility Systems, Facilities, Finance, HR

and Neighborhood Services. Each participant was challenged to apply their learning by launching a real-world innovation project.

The results were immediate and impressive. At the June 4 Share It Session, six employees presented their innovations, which ranged from digitizing services and improving forms to optimizing traffic data collection. These efforts collectively saved the City an estimated \$56,000.

Later in September, another Share It Session celebrated six more Green Belt graduates, including standout

Grisette Smith from Utility Systems, who earned her certification within the same month by applying her training to streamline internal processes.

One of the most promising outcomes of this year’s Green Belt momentum was the launch of a dedicated innovation project within the Utility Systems Department. Staff began working collaboratively to define a problem statement and identify opportunities for field-based innovation.



NATURALLY PSL GREEN SPACES AND PLACES

The Naturally PSL: Green Spaces and Places initiative was a perfect example of why Port St. Lucie was selected to receive the All-America City Award in 2025.

The initiative was created in response to feedback from residents, who cited preserving and activating green space in Port St. Lucie as a top priority. The City took the problem to the Bloomberg Harvard City Leadership Initiative and worked with more than 1,000 residents to co-create solutions through participating in the innovation track through the Bloomberg Center for Public Innovation at Johns Hopkins

University with support from the Centre for Public Impact.

The initiative introduced a Citywide trails map to raise awareness of Port St. Lucie’s cherished outdoor spaces.

Through the Naturally PSL Conservation Corps, volunteers will help steward City green spaces. With grant and technical support from the Trust for Public Land, this program is set out to create an engagement model to activate more underused green spaces in the City with resident-led stewardship activities and environmental projects.

In September, the City honored 13 individuals, youth and organizations with its first-ever Naturally PSL Environmental Stewardship Awards, recognizing those who go above and beyond to protect and preserve our natural environment.

The most outstanding achievement under the Naturally PSL Initiative is in acquiring approximately 256 acres of land — the equivalent of adding about one acre of future green space for every 1,000 residents in Port St. Lucie — as part of a goal to expand conservation and recreation spaces Citywide.

Continuing this momentum to acquire land for the City’s future, Naturally PSL has initiated the development of a non-profit trust to leverage public and private funding for future land acquisitions and green space activations that benefit all residents.

Ensuring a smart, secure IT infrastructure



Behind the scenes, the City’s Information Technology team is working hard to keep Port St. Lucie connected, secure and running smoothly.

The IT Department made major strides in 2025 to strengthen the City’s digital foundation. A key infrastructure upgrade improved system resilience and connectivity that is critical for day-to-day operations and emergency response.

The team also began developing performance dashboards in collaboration with external partners, giving departments new tools to track service delivery and align technology with Citywide goals.

Internally, IT continued to support staff through enhanced digital learning opportunities, helping employees build confidence with essential tools and stay current in an evolving tech landscape. These efforts will ensure the City has secure, efficient and forward-thinking technology that supports residents and employees.

Smart solutions

Forward thinking for stronger canal banks

This year, the City's Public Works Department completed a unique project to stabilize canal banks near Sagamore Terrace and Airoso Boulevard.

Using an innovative method called geotube dredging, the team reinforced 1,000 linear feet of canal bank in just four weeks.

Here's how it works: sediment and water are dredged from the canal and pumped into large, permeable fabric tubes. These tubes hold the sediment while allowing water to drain back into the canal. Once dried, the tubes form a strong, erosion-resistant embankment, eliminating the need for hauling in new materials or removing debris off-site.

This method is not only efficient and environmentally friendly, but it also sets the stage for future canal stabilization projects across the City. It's a great example of how Port St. Lucie is using smart, sustainable solutions to protect infrastructure and preserve our natural environment.



New technology provides real-time code enforcement notices

Thanks to a new tech upgrade, Port St. Lucie's Code Officers can now print Notices of Violation right from their vehicles, saving staff time and improving efficiency.

Previously, notices had to be processed and mailed by administrative staff, which could take several days. Now, officers can issue and leave a printed notice on-site in real time.

This streamlined process not only speeds up communication with property owners but also frees up staff time for other important tasks. It's a simple but impactful innovation that helps keep our neighborhoods clean and safe.



PSLinProgress: Watching projects come to life

In 2025, the City’s Communications Department launched PSLinProgress.com, a dynamic new website designed to bring Port St. Lucie’s biggest projects to life. From new roads and parks to stormwater improvements, utility upgrades and community redevelopment, this interactive platform gives residents a front-row seat to the progress happening all around them.

Rather than just listing facts and figures, PSLinProgress.com tells the story of each project visually with maps, photos, videos and easy-to-understand updates. It’s an easy to use, transparent way to keep the community informed and engaged, while showcasing the City’s commitment to smart growth and innovation.

Whether you’re curious about a new park in your neighborhood or a major road expansion across town, PSLinProgress.com makes it easy to explore how Port St. Lucie is building for the future — one project at a time. You also can keep track of all the City’s Capital Improvement Projects by visiting CityofPSL.com/ProjectTracker. The page is frequently updated to provide information on everything from culvert repairs to new traffic signals, sidewalk installations and more.

Investing in better service

To meet the needs of our evolving community, the City is always looking for ways to provide efficient, accessible services.

As part of that philosophy, the City’s Building Department acquired the former QVC facility at 300 NW Peacock Blvd., a move that helps bring services closer to residents and businesses, especially in the expanding Tradition area.



The new space will house staff from land development departments, improving coordination and customer service. While this new facility will improve access to services, the purchase was made with money from the Building Department Fund, which is generated by permit fees, meaning no taxpayer dollars were used.

	2025 YTD	2024	2023	2022	2021	2020	2019	2018
Permits Issued	37,678	46,005	54,440	60,774	68,261	52,355	41,504	39,899
Single-Family Permits Issued	2,524	3,525	4,069	3,882	5,273	3,824	2,729	2,189
Certificates of Occupancy Single-family	2,494	3,839	3,835	4,658	3,911	2,893	2,711	1,824
Inspections Completed	138,375	192,002	210,048	248,274	208,545	155,421	137,302	115,073
Plans Reviewed	30,856	37,218	21,211	24,103	24,820	19,150	13,978	13,559
Online Permits Applied	35,274	42,327	50,658	50,937	48,166	26,855	18,395	13,421

FY 2025/2026 City Manager Salary Study

Port St. Lucie City Manager Current Salary: \$321,321.26

City/County Name	Population (2025 BEBR Population Estimate)	Years of Service With Organization	Years of Service in the Position	Annual Salary	Recent or Proposed Increase	Car Allowance Provided	Cell Phone Stipend or Issued	Pension/Deferred Compensation Plan Offered	# of Annual Leave Days, Personal Leave Days, Compensatory Time, Paid Holidays, Etc. Annually	Perquisites	Attachments/Notes
City of PSL	260,554	36.3	3	\$321,321.26	As determined by Council 7% as of October 2025	\$600.00/month	City issued phone	401(a) with City contribution of 12%; Employee mandatory contribution of 3%	Annual Leave Days: 25 Sick Leave Days: 12 Compensatory Leave Days: 5 Paid Holidays: 12	Receives the same cost of living salary increase which is provided to all other general employees of the City, at the same time. Sick leave accruals in excess of 2,000 hours shall be disbursed annually prior to 10/1 at the then-existing rate of pay. Payment of membership dues to professional associations,	
Cape Coral	222,862	23	2.5	\$336,980.80	7.25% increase 9/30/2025	\$1,000.00/month	\$100.00/month	Pension - 9.9% employee contribution and 24.2% employer contribution 401(A) - 8% employee contribution and 1.2% employer contribution	Annual Leave Days: 20 Paid Holidays: 11	N/A	
Fort Pierce	51,352	---	---	---	---	---	---	---	---	---	No response received
Ft. Lauderdale	192,338	0.11 months	0.11 months	\$360,499.78	3% COLA 10/2025	City vehicle	\$200/month	FRS at Senior Management Service Class with Employee Contribution 1.5% and Employer Contribution 36.02% The City shall make an annual lump sum contribution into (a) the Plan, according to the terms of the Plan and applicable laws, as follows: (i) \$11,750, on April 1, 2026; (ii) \$15,000, on April 2, 2027; and (iii) \$20,000, on April 3, 2028; and (b) upon City Manager's completion of twenty-four months of service as City Manager, an IRA account selected by the City Manager, in the amount of \$7,000 (or such lesser amount as may be required by applicable law) provided, however, that such IRA contribution shall be subject to an automatic annual	Annual Leave Days: 12 Vacation Days (Management): 10 Sick Leave Days: 12 Personal Days: 3 Paid Holidays: 10	Dental Premiums - City contributes 100% of the cost of dental premiums for Full-Time employees classified in Management, Supervisory and Professional employee groups. Annual Physical Examination - Reimbursed for 100% of the cost of a complete physical examination (exclusive of EKG stress tests) up to a maximum of \$200.00. Reimbursed for EKG stress tests to a maximum of \$150.00.	
Hialeah *The City of Hialeah does not have a City Manager, but strong mayoral form of government.	232,243	5.11 Months with the City of Hialeah (Council member for approximately five (5) years; interim Mayor since 04/28/2025)	Sworn in as interim Mayor on 04/28/2025	\$150,000.00 Per the City Charter, the Mayor's annual salary is \$150,000.00 + \$40,000 expense account. The combined salary and expense account constitute the total annual	N/A	N/A	City issued phone	City contributes to a 457 account - 14% of total salary	N/A	An annual expense account in the amount of \$40,000.00 to defray travel, per diem, meals and other travel related expenses in connection with the duties of the mayor.	The City of Hialeah does not have a City Manager, but strong mayoral form of government.
Indian River County *County Administrator	173,013	2.7	2.7	\$240,916.52	4% 10/2025	\$150/month	County issued phone	FRS - Sr. Mgmt. / Deferred Compensation Plan is available but employee/employer does not contribute.	Vacation Days: 20 Administrative Leave Days: 4 Sick Leave Days: 12 Personal Days: 2 Paid Holidays: 11	N/A	
Jacksonville	1,032,601	5.9	5.9	\$299,041.20	3%	\$300.00/month	City issued phone	Defined Contribution Plan - City contributes 12% and employees contribute 8%	Annual Leave Day: 23 Paid Holidays: 12 Personal Days: 4	Housing Allowance; Civic Club Dues.	Retired October 24, 2025
Martin County *County Administrator	166,281	30	3	\$267,568.60	6% or \$1.50/hr whichever is higher	\$230.77/per pay check	---	FRS / Contributions 100% Employer paid to Deferred Comp of choice - max allowed by law	12 days (9.85 hours per day) Sick: 40 hours Disability Days: 2		

Part 1: Lucie City Manager Current Salary: \$321,321.26											
Miami	478,799	5.8	5.8	\$525,017.61	6% 10/2025 + 5% Anniversary increase	Provided a take home vehicle	\$300.00/month	City contributes 20% of the City Manager's annual salary	Vacation Days: 20 (max of 15 days taken consecutively) Sick Leave Days: 12 Paid Holidays: 12	N/A	
Orlando	340,681	16.2	1	\$307,548.80	6%	N/A	N/A	Defined Contribution (DC) 401(a) Plan, 7% City Contribution of EE pensionable salary, City match of 3% if EE contributes 3%	Personal Leave Days: 27 Floater Leave Days: 3 Management Leave Days: 8	N/A	
St. Lucie County *County Administrator	394,074	12.1	2.8	\$239,617.66	4%	\$300.00/month	Provided	Yes Offered	Vacation Days: 20 Sick Leave Days: 12 Paid Holidays: 10 Election Holidays: 1	N/A	
St. Petersburg *The City of St. Petersburg does not have a City Manager, but strong mayoral role of government	366,113	Mayor: 3 yrs City Administrator: 29.5	Mayor: 3yrs CA: 2.5 yrs	M: \$225,112.00 CA: \$262,046.92	3%	Mileage paid	Mayor: \$15.00 CA: \$30.00	City Pension, Deferred Compensation Plan	Vacation Days: 20 Sick Leave Days: 12 Paid Holidays: 20 Election Holidays: 3 Mayor Annual Leave: 136hrs CA Annual Leave: 30 days Sick Leave: 16 days	Mayor has \$200 per month expense allowance	
Tallahassee	205,623	25	7	\$304,648.00	4%	Pay 25% of a leased vehicle	City issued phone	Pension plan, 401K at 5% matching, 457 savings account (maximum amount allowed), the books to offset health benefits (\$140/month) Deferred Compensation Plan	Vacation Days: 24 2 personal days, 10 holidays, 1 floating holiday Sick Days: 48 hours	Payment of membership dues to professional associations, clubs, etc.	
Tampa *The City of Tampa does not have a City Manager, but strong mayoral form of government. Their Chief of Staff (COS) would be a	412,684	16.60	4.30	\$267,924.80	3%		City issued phone		Vacation Days: 12 Sick Days: 12 Paid Holidays: 14 (12 + 2 Floating Holidays)		
West Palm Beach *City Administrator	326,944	6.3	5.11	\$340,647.65	3%	\$500.00 per month	City issued phone	401(a) plan: EE's contribution 7.5% and ER contribution 6.5%	Annual/Vacation Days: 17 days Sick Leave Days: 10 Paid Holidays: 12 Management Leave Days: 4	N/A	
Hollywood	156,997	---	---	---	---	---	---	---	---	---	No response received
Pembroke Pines	171,413	49	36.4	\$444,426.00	---	\$600/month	\$200.00/month	15% 401 (a) contribution	1 safety (When an employee has doesn't have an accident for a year/per year General Public/Fire employees get one extra paid day off) 1 religious 12 paid holidays 160 hours annual vacation 13 paid days		

SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“Second Amendment”) effective the 18th day of May, 2026, (the “Effective Date”) by and between the CITY OF PORT ST. LUCIE (the “City”), acting through the CITY COUNCIL (the “Council”), by the authority set forth in Section 4.02(a) of the City Charter, and JESUS A. MEREJO (the “City Manager” or “Jesus Merejo”), supplements the City Manager’s Employment Agreement (the “Employment Agreement”), which was effective on February 18, 2023, and the City Manager’s First Amendment to Employment Agreement (the “First Amendment”), which was effective on February 25, 2025.

WHEREAS, on or about February 18, 2023, City, by and through the Council, entered into an Employment Agreement with Jesus Merejo, wherein City agreed to appoint, and Jesus Merejo agreed to accept appointment, as the City Manager; and

WHEREAS, on or about February 25, 2025, City, by and through the Council, entered into a First Amendment to Employment Agreement with the City Manager, wherein City agreed to amend certain terms and conditions of the City Manager’s employment; and

WHEREAS, certain terms and conditions of the City Manager’s employment shall be governed by this Second Amendment during his tenure as City Manager; and

WHEREAS, it is the desire of the Parties to amend the Employment Agreement at Section II. SALARY & BENEFITS, subsection (I).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City Council and the City Manager agree as follows:

I. Section II. SALARY & BENEFITS, subsection (I), of the Employment Agreement is hereby amended as follows (deletions appear as ~~strikethrough~~; additions as underline):

- a. Subsection (I): The on-call nature of the City Manager's job duties and responsibilities requires that he have exclusive and unrestricted use of an automobile at all times during his employment with the City. In lieu of an automobile allowance, the City Manager shall be Mr. Merejo shall be entitled to an automobile allowance in the amount of \$600.00 per month, which shall be disbursed as taxable income on the City Manager's regular paycheck assigned a take-home vehicle subject to City Code Chapter 36, Article II. – Use of City Vehicles, as amended, the completion of the City's Vehicle Use Form (attached hereto as Exhibit “A”), and shall be responsible for any employee payroll taxes imposed upon this vehicle in accordance with applicable law. The City will pay the costs of insurance, maintenance, and repairs for the assigned

vehicle. For any City business conducted outside of St. Lucie County, for which the City Manager utilizes his personal vehicle, the City Manager shall be reimbursed for automobile expenses as provided for in the City’s Rules and Regulations.

II. All other terms and conditions of the Employment Agreement, effective February 18, 2023, shall remain in full force and effect except as specifically modified by the terms of this Second Amendment.

III. All other terms and conditions of the First Amendment to Employment Agreement, effective February 25, 2025, shall remain in full force and effect.

IV. The First Amendment to Employment Agreement and this Second Amendment to Employment Agreement shall be attached to, and become a part of, the Employment Agreement.

V. No change or modification of this Second Amendment shall be valid unless reduced to writing, approved by Council, and signed by all parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument this _____ day of May, 2026.

JESUS A. MEREJO
City Manager

SHANNON M. MARTIN
Mayor

APPROVED AS TO FORM:

RICHARD BERRIOS
City Attorney

CITY VEHICLE USE / PERSONAL LIABILITY

I, _____ hereby understand that while in the course and scope of employment with the City of Port St. Lucie I may periodically operate a City vehicle, be issued a City vehicle to use during working hours, and/or be issued a take-home vehicle. I further understand that while driving a City vehicle, the vehicle shall only be used for work purposes, **and** while actively engaged in performing the essential job functions of my position, and that any deviation from using the vehicle for purposes other than official City business is strictly prohibited (example: personal errands). I further understand that should I be involved in an automobile crash while in a City vehicle, and while **not** performing the essential job functions of my position, which includes, but is not limited to travel to and from home/work even if issued a take home vehicle, I may be held personally liable for the crash based on a recent court ruling **Garcia vs. City of Hollywood.**

The City has informed me that I should contact my personal automobile insurance carrier to arrange to purchase a Non-Owner policy to provide me liability coverage while operating a City vehicle (special care must be taken to inform my insurance carrier that the vehicle is City owned and also to inform them whether it is an emergency/patrol vehicle). Should I opt to purchase this coverage, I understand that I will be doing so at my own expense, with no expectation of reimbursement from the City for such.

I further understand that should I have any questions, or require clarification on what is or is not work related to ensure I am acting within the course and scope of my employment, I should contact the Risk Management Department at (772) 871-5209.

Employee Name Printed

Employee's Signature

Date

HR Representative



Agenda Summary

2026-378

Agenda Date: 5/18/2026

Agenda Item No.: 6.b

Placement: New Business

Action Requested: Motion / Vote

City Attorney's Annual Review

Submitted By: Natalie Cabrera, Director, Human Resources

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): Mr. Berrios commenced his tenure as City Attorney for the City of Port St. Lucie on July 8, 2024 and, per his employment agreement, he may receive an annual evaluation by the City Council at the Winter Workshop (which usually convenes in the second quarter of the fiscal year), or at another Council Workshop as determined by the City Council. As part of the review, the City Council has the authority to provide Mr. Berrios with a merit salary increase.

Presentation Information: Staff is available to answer any questions the Council may have.

Staff Recommendation: Move that the Council review and discuss the City Attorney's performance and compensation, consider an increase in pay, provide an effective date for any increase, and provide direction on any additional prerequisites.

Alternate Recommendations:

1. Move that the Council amend the recommendation and modify the compensation package for the City Attorney and provide an effective date.
2. Move that the Council provide staff with direction.

Background: As part of Mr. Berrios' annual review, the City Council has the authority to provide Mr. Berrios with a merit salary increase, as a benefit, which is available to all other City employees as set forth in Section 12.12(A) of the Personnel Rules and Regulations. Included herewith, please find the recent salary study conducted with respect to the salaries of city attorneys in comparable jurisdictions. Please note, the City Attorney position is not included on the City's pay plan as it is an appointed position. As such, there is no minimum or maximum rate established for the position.

Issues/Analysis: N/A

Financial Information: The City Attorney's current annual salary is \$261,062.88. In addition, Mr. Berrios receives a car allowance of \$600.00 per month. In accordance with the terms and conditions outlined in Mr. Berrios' employment agreement, he is scheduled to receive the same cost-of-living salary increase which is provided to all other general employees of the City. However, future increases for general employees have not

yet been negotiated for 2026 and beyond. Mr. Berrios received the following salary adjustments in 2025: (1) Merit increase of 2% effective February 24, 2025, as directed by the Council during the prior annual performance review; (2) Increase of 4% effective March 8, 2025, provided to all City employees; and (3) Increase of 7% effective October 4, 2025, provided to all City employees. The Council last conducted the City Attorney's performance review on February 24, 2025.

Special Consideration: In accordance with the First Amendment to the City Attorney's Employment Agreement, the City Attorney receives an additional ten (10) days of vacation leave annually beyond the vacation leave accrued under the Personnel Rules and Regulations.

Location of Project: N/A

Business Impact Statement: N/A

Attachments:

1. Employment Agreement (Effective July 8, 2024);
2. First Amendment to Employment Agreement (Effective February 24, 2025);
3. FY 25/26 City Attorney Market Analysis.

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

Internal Reference Number: N/A

Legal Sufficiency Review:

N/A

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), effective the **8th** day of **July 2024**, by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation (hereinafter referred to as "CITY") and **RICHARD BERRIOS** (hereinafter referred to as "EMPLOYEE"), governs the terms and conditions of EMPLOYEE's employment as follows:

I. DUTIES AND RESPONSIBILITIES.

A. EMPLOYEE is hereby engaged to perform the functions and duties of the City Attorney pursuant to Article IX, Section 9.04 of the City Charter and other legally permissible and proper duties and functions as required of the office or as directed by the City Council.

Attached hereto as **Exhibit "A"** and incorporated herein by reference is a current job description for the position, which generally identifies the duties and responsibilities of this position. This document is not exhaustive and may be modified or amended from time to time at the discretion of the City Council, in consultation with the Human Resources Department and with written notice to EMPLOYEE. Upon such modification or amendment, the parties shall reopen this Agreement and negotiate in good faith to account for any substantial change to

the scope of employment.

- B. The City Attorney is a Charter Officer and shall report directly to the City Council. Notwithstanding, the City Attorney shall ensure that the City Attorney's Office implements and abides by the CITY's Personnel Rules and Regulations as applicable to Non-Bargaining Unit Employees, as may be amended, as well as the CITY's established procedures for all personnel actions including, but not limited to, the CITY's procedure for appointing, suspending, or removing any CITY employee and appointive administrative officer provided for, by, or under the Charter. Consistent herewith, the City Attorney is not authorized to enter into employment agreements for subordinate personnel without the approval of the City Manager. The duties and responsibilities of the City Attorney shall take priority over any other business or commercial activities of EMPLOYEE. EMPLOYEE agrees to adhere to, to the best of his ability, all lawful governing body directives, state and federal law, City policies, rules, and ordinances as they exist or may hereafter be amended.

II. TERM OF AGREEMENT.

- A. The Term of this Agreement shall be for a period of two (2) years commencing on the 8th day of July 2024 until the 7th day of July 2026.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the service of EMPLOYEE or remove him from the position of City Attorney at any time, or with the right of EMPLOYEE to resign at any time, all of which are subject to the provisions in Section VIII herein below.

B. EXTENSION OF AGREEMENT. In the event either party to this Agreement does not give written notice to the other party at least ninety (90) days prior to the expiration date, this Agreement shall be extended for two (2) years on the same terms and conditions as set forth in this Agreement. Thereafter, the term of this Agreement shall continue for successive two-year periods unless either party provides written notice to the other party at least ninety (90) days prior to the expiration date of the then current period of the Agreement. In the event either party provides written notice of non-renewal at least ninety (90) days prior to the expiration date of the initial term or renewal, the Agreement will expire, and EMPLOYEE shall only be compensated for eligible accrued benefits to date, based on the limitations and conditions detailed herein.

III. PROBATIONARY PERIOD.

A. EMPLOYEE has satisfactorily performed the functions of City Attorney in an Interim capacity since October 2023. As such, EMPLOYEE shall not be required to serve a probationary period as City Attorney.

IV. SALARY/ALLOWANCES/ELIGIBLE EXPENSE REIMBURSEMENTS.

- A. EMPLOYEE's initial salary shall be **Two Hundred Thirty Thousand Dollars and no cents \$230,000.00** per annum, payable in bi-weekly installments at the same time as when other City employees are paid. For each fiscal year, EMPLOYEE shall receive the same cost-of-living salary increase granted to all other managerial employees of the City, at the same time as when other City employees receive such increases.
- B. EMPLOYEE's performance may be evaluated by the City Council at the Winter Workshop of the City Council (which usually convenes in the second quarter of the fiscal year), or at another City Council meeting/workshop, as determined by the City Council. The City Council shall have the authority to provide EMPLOYEE a merit salary increase, a benefit which is available to all other City employees as set forth in the Section 12.12(A) of the Personnel Rules and Regulations.
- C. AUTOMOBILE EXPENSES. EMPLOYEE shall be entitled to an automobile allowance in the amount of \$600 per month which shall be disbursed as taxable income on EMPLOYEE's regular paycheck. For any City business conducted outside of St. Lucie County, EMPLOYEE shall be reimbursed for automobile expenses as provided by the City's Rules and Regulations.

D. COMMUNICATION EXPENSES. The CITY shall continue to provide EMPLOYEE with a cellular telephone or similar device for use in the normal conduct of business, in accordance with City policy.

V. HEALTH, DISABILITY, AND LIFE INSURANCE. EMPLOYEE shall remain eligible to continue to participate in various group benefit plans which are offered to all full-time CITY employees, including health insurance, dental insurance, vision insurance, life insurance, disability insurance, retirement, etc. after all applicable waiting periods in accordance with the terms of each plan.

VI. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT, MILITARY LEAVE AND OTHER AUTHORIZED ABSENCES. EMPLOYEE shall be entitled to the accrual, use, pay-out and/or forfeiture of sick leave, annual leave, personal leave, compensatory time, holidays, and other leaves of absence, the same as other exempt, managerial/professional employees, as set forth in the City's Personnel Rules & Regulations, based upon his original start date with the City of March 20, 2023. Additionally, EMPLOYEE shall receive an additional five (5) days of annual leave effective upon the signing of this Agreement and upon every year thereafter.

VII. RETIREMENT. CITY agrees to continue to pay the current authorized percentage of EMPLOYEE's base salary into the applicable 401(A) Account. The authorized percentage will be announced by CITY on an annual basis.

Said contributions by CITY shall coincide with EMPLOYEE'S bi-weekly salary payments as provided to all other managerial employees. EMPLOYEE agrees to pay the current mandatory percentage of EMPLOYEE's base salary into the applicable 401(A) Account. The mandatory contribution amount shall be the same as is required of all other managerial employees, has been approved by City Council, and may be amended from time to time. Said contributions by EMPLOYEE shall coincide with EMPLOYEE's bi-weekly salary payments.

VIII. SEPARATION OF EMPLOYMENT AND SEVERANCE PAY. EMPLOYEE shall, at all times, be classified as an at-will, management, contractual employee of CITY. EMPLOYEE acknowledges that he is not entitled to any post-disciplinary hearing in the event of discipline, up to and including involuntary separation from employment.

A. SEVERANCE PAY. EMPLOYEE shall be entitled to twenty (20) weeks' severance pay, including all regularly earned benefits, upon termination by CITY without cause. Separation without cause shall include situations where EMPLOYEE is asked to resign or forced to resign, while he remains willing and able to perform his duties under this Agreement. The receipt of severance pay is conditioned upon EMPLOYEE executing a general, full, and complete release of liability of any and all claims against the CITY, including those related to EMPLOYEE's employment with the CITY as well as the

circumstances surrounding EMPLOYEE's separation. Such release shall be in the form prescribed by the City and payment of the severance shall be payable within thirty (30) days of execution of such release. In the event of separation from employment during the Term for any other reason, EMPLOYEE is not entitled to severance pay.

- B. RESIGNATION BY EMPLOYEE. Nothing contained in this Agreement shall prevent EMPLOYEE from providing written notice that he is resigning from his position at any time; however, EMPLOYEE agrees that such notice will be at least ninety (90) calendar days prior to the date of separation unless waived at the sole discretion of the City Council. During the ninety (90) day period, CITY may require EMPLOYEE to cease or limit the work performed on CITY matters, during which time EMPLOYEE is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or ninety (90) days from the date of the notice, whichever occurs earlier.
- C. EMPLOYEE acknowledges and understands that, in the event of a voluntary resignation, EMPLOYEE is not entitled to any severance pay.
- D. If EMPLOYEE is convicted of a misdemeanor involving moral turpitude or a felony violation of Florida or federal criminal law,

with such charges arising from events and/or prosecution occurring during the term of this Agreement, CITY may terminate this Agreement. In the event of termination under this subsection, EMPLOYEE shall not be eligible for severance pay.

E. EMPLOYEE is obligated to advise the Mayor and City Manager of an arrest within four (4) hours, or as soon thereafter as possible to ensure the City Council is promptly notified. EMPLOYEE will have a continual obligation to keep the Mayor advised as to the status of the case until final disposition.

F. Termination by the CITY With Cause. CITY may terminate the employment of EMPLOYEE at any time With Cause.

1. Conduct for which EMPLOYEE may be terminated With Cause includes: the offenses described in the CITY's Personnel Rules and Regulations as applicable to Non-Bargaining Unit Employees, as may be amended.

2. With Cause is also defined as any of the following actions by EMPLOYEE:

a. Misfeasance, malfeasance and/or nonfeasance in performance of the City Attorney duties and responsibilities, as determined by the City Council;

b. Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes

conviction);

c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office as determined by the City Council;

d. Violation of any substantive CITY policy, rule, or regulation, which would subject any other CITY employee to termination including, but not limited to, violation of the CITY's Policy Against Harassment and Discrimination, Equal Employment Opportunity Policy, or Drug Free Workplace Policy as determined by the City Council;

e. The commission of any fraudulent act against the interest of the CITY;

f. Intentional violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, and the Sunshine Amendment to the Florida Constitution as determined by the City Council;

g. Failure to return from an approved leave of absence without excuse; or,

h. Misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time, as determined by the City Council.

3. Upon the City Council's determination to terminate With Cause, EMPLOYEE shall be separated from employment. EMPLOYEE shall not be eligible for severance pay due to termination With Cause.
4. The CITY's termination of EMPLOYEE With Cause from the City Attorney position shall be final and non-appealable.

IX. PAYMENT UPON SEPARATION.

- A. Final Paycheck. If EMPLOYEE separates from employment for any reason, he shall be paid in full any unpaid balance of his salary then earned and due through the final date of employment.
- B. Vacation and Sick Leave. Upon separation EMPLOYEE shall be eligible for the payment of accrued and unused Vacation Leave and Sick Leave up to a maximum established by CITY policy, including the CITY's Personnel Rules and Regulations, as amended from time to time. If eligible, the value of such accruals shall be distributed in accordance with the CITY's Personnel Rules and Regulations, as applicable to Exempt, Non-Bargaining Unit Employees, as may be amended.

- X. GENERAL EXPENSES. The CITY recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay the following general expenses, in accordance with CITY policy: Annual dues to The Florida Bar; up to two (2) Section memberships within The Florida Bar, one of which shall be the

City, County & Local Government Law Section; and membership in a local/regional bar association within the limits of the Treasure Coast. EMPLOYEE shall be allowed to participate in professional development which shall include registration fees, travel, and lodging as necessary to attend a minimum of one (1) continuing education seminar per year, subject to available funds. The topic of such seminar shall be related to local government law and/or involve subject matter which is relevant to the performance of EMPLOYEE's duties. Other routine expenses incurred by EMPLOYEE may be reviewed and approved by the City Manager. In the event of denial of a routine expenditure, the EMPLOYEE may present the request to the City Council for review. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

- XI. CIVIC CLUB MEMBERSHIPS. The CITY recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to the City Council for review and approval a listing of civic organizations for which, if approved, the CITY shall pay all expenses on EMPLOYEE's behalf, provided that such participation shall not in any way reflect unfavorably on the City and subject to budget operating limitations and EMPLOYEE's workload.
- XII. EMPLOYEE HANDBOOK. Terms and conditions of EMPLOYEE'S employment not specifically set forth in this Agreement shall be governed

by the Personnel Rules and Regulations as applicable to Exempt, Non-Bargaining Unit Employees, provided said provisions are not inconsistent with or in conflict with the provisions of this Agreement, City Code of Ordinances and/or any law.

XIII. POST-EMPLOYMENT RESTRICTIONS. EMPLOYEE shall not personally, or in association with a new employer, represent another person or entity before the CITY COUNCIL or any CITY board or commission for a period of two (2) years following EMPLOYEE'S separation of employment, whether voluntary or involuntary. This section shall survive the termination of EMPLOYEE or cancellation or expiration of this Agreement.

XIV. SEVERABILITY OF PROVISIONS. If any clause or provision of this Agreement shall be determined to be illegal or to be void as against public policy, the remainder of this Agreement shall not be affected thereby.

XV. INDEMNIFICATION. CITY shall defend, save harmless, and indemnify EMPLOYEE against any action for any injury or damage suffered as a result of any act, event, or omission of action that EMPLOYEE reasonably believes to be in the scope of his duties or function in accordance with the provisions of Sections 111.07 and 111.071, Florida Statutes, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. CITY may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. CITY shall not be liable for the acts or

omissions of EMPLOYEE committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, as determined by a court of competent jurisdiction, EMPLOYEE shall reimburse CITY for any legal fees and expenses CITY has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Attorney, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with CITY.

XVI. BONDING. CITY agrees to bear the full cost of any fidelity or other bonds required of the City Attorney under any policy, regulation, ordinance or law.

XVII. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or understandings.

B. The rights and obligations herein granted are personal in nature and cannot be transferred by EMPLOYEE except as provided in any benefit plans upon occurrence of a qualifying event, or as is otherwise legally permissible.

- C. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any action or proceedings shall be in a state court of jurisdiction in and for St. Lucie County, Florida, exclusively. EMPLOYEE expressly consents to the personal jurisdiction of the courts of St. Lucie County, Florida.
- D. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties through a written amendment approved by the City Council.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. The headings used in this Agreement are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions herein.
- I. All the provisions contained in this Agreement are subject to, and conditioned upon, compliance with all special acts of the CITY and

applicable laws of the State of Florida, the CITY Charter and CITY ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.

J. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

[THIS SPACE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument this 8th day of July 2024.



Richard Berrios
City Attorney



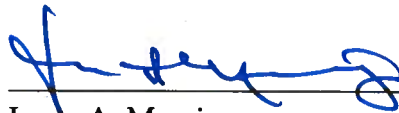
Shannon Martin
Mayor

APPROVED AS TO FORM:



Milton R. Collins, Esq., Labor Counsel
Weiss, Serota, Helfman, Cole + Bierman, P.L

NEGOTIATED BY:



Jesus A. Merejo
City Manager



Natalie Cabrera
Director, Human Resources

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“First Amendment”) effective the 24th day of February, 2025, (the “Effective Date”) by and between the CITY OF PORT ST. LUCIE (the “City”), acting through the CITY COUNCIL (the “Council”), by the authority set forth in Section 9.04 of the City Charter, and RICHARD BERRIOS (the “City Attorney”), amends the City Attorney’s Employment Agreement (the “Employment Agreement”) which was effective on July 8, 2024.

WHEREAS, on or about July 8, 2024, City, by and through the Council, entered into an Employment Agreement with Richard Berrios, wherein City agreed to appoint, and Mr. Berrios agreed to accept appointment, as the City Attorney; and

WHEREAS, it is the desire of the Parties to amend the Employment Agreement at Section VI. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT, MILITARY LEAVE AND OTHER AUTHORIZED ABSENCES.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City Council and the City Attorney agree to amend the Employment Agreement as follows:

I. Section VI. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT, MILITARY LEAVE AND OTHER AUTHORIZED ABSENCES of the Employment Agreement is hereby amended by as follows (deletions appear as ~~striketrough~~, additions as underline):

VI. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT, MILITARY LEAVE AND OTHER AUTHROIZED ABSENCES.

EMPLOYEE shall be entitled to the accrual, use, pay-out and/or forfeiture of sick leave, annual leave, personal leave, compensatory time, holidays, and other leaves of absence, the same as other exempt, managerial/professional employees, as set forth in the City’s Personnel Rules & Regulations, based upon his original start date with the City of March 20, 2023. Additionally, EMPLOYEE shall receive an additional five (5) days of annual leave effective upon the signing of this Agreement until February 23, 2025 ~~and upon every year thereafter~~. Effective February 24, 2025, and upon every year thereafter, EMPLOYEE shall receive an additional ten (10) days of annual leave.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

II. All other terms and conditions of the Employment Agreement, effective July 8, 2024, shall remain in full force and effect except as specifically modified by the terms of this First Amendment.

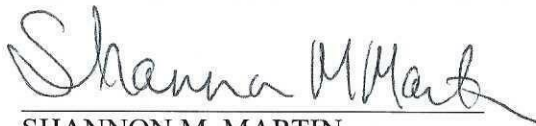
III. This First Amendment shall be attached to, and become a part of, the Employment Agreement.

IV. No change or modification of this First Amendment shall be valid unless reduced to writing, approved by Council, and signed by all parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument this 31st day of March, 2025.



RICHARD BERRIOS
City Attorney



SHANNON M. MARTIN
Mayor

APPROVED AS TO FORM:



MILTON R. COLLINS, ESQ., Labor Counsel
Weiss, Serota, Helfman, Cole & Bierman, P.L.

