INTERLOCAL AGREEMENT (ROAD IMPACT FEES)

PRELIMINARY STATEMENT

- A. The County has adopted a roads impact fee ordinance (the "Roads Impact Fee") which was originally effective February 1, 1986, and which is set out in Chapter 24, Article VIII of the St. Lucie County Code (the "Ordinance"); and
- B. The Roads Impact Fee is to be implemented and collected within the entire County, including areas within the boundaries of all incorporated municipalities of the County; and
- C. The Ordinance allows a government unit other than the County to collect the Roads Impact Fee on behalf of the County; and
- D. The City adopted a Mobility Fee Ordinance which is set out in Section 159.101 et seq. of the City's Code of Ordinances and effective October 5, 2021, that includes the collection of fees for impacts to all roads located within the City (the "Mobility Fee"), including for County roads at a rate of fifteen percent (15%) of the Mobility Fee; and
- E. The City and the County desire to reduce their agreement regarding the collection of Roads Impact Fee to writing in the form of an Interlocal Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Recitations; Authority

- a. The recitations and findings as set forth in the above Preliminary Statement are true and correct and are incorporated by reference.
- b. This Agreement is entered into pursuant to Sections 163.01 and 164.1057, Florida Statutes.

c. The County and the City agree that the City will collect the County's Roads Impact Fee, unless this Agreement is terminated as hereinafter provided.

2. City Responsibilities

The City shall:

- a. **Procedures.** Provide to the County by December 1 of each year the City's administrative procedures and other accounting procedures necessary for the City to collect and transmit the Roads Impact Fee to the County.
- b. **Collection.** Effective June 1, 2022, for all permits issued on or after June 1, 2022:
 - i. Collect the applicable Roads Impact Fee, as defined in the Ordinance, from the feepayer prior to issuing any building permit for any land development designed or intended to permit a use of the land which will contain more dwelling units, buildings or square footage than the existing use of the land, issuing a mobile home permit to install any mobile home within the City, or issuing an electrical permit for a recreational vehicle park and to decline to issue such permits to a feepayer who has not paid the Roads Impact Fee.
 - ii. Collect the currently adopted Mobility Fee at a reduced rate of eighty-five percent (85%) of the Mobility Fee for all permits issued on or after June 1, 2022.
- c. **Records.** Prepare, with City tracking software, a summary of the Roads Impact Fee paid, which summary shall contain the following:
 - i. The date paid;
 - ii. The Parcel ID;
 - iii. The location of the property for which the applicable permit was issued;
 - iv. The applicable Roads Impact Fee Benefit Zone which the property is located;

- v. The name and address of the feepayer;
- vi. The type of structure for which the permit was issued;
- vii. Collection Fees (as defined in 2.d. below) retained, and documentation to support actual cost of Collection Fees retained; and
- viii. The amount of the Roads Impact Fee paid and road impact fee credits.

The summary shall be provided to the County with each disbursement made pursuant to section 2.d. below. Additionally, by December 1, 2022, and by each December 1 thereafter that this Agreement is in effect, the City shall provide to the County a report that compiles the monthly summaries into an annual statement (for the period of October 1 – September 30). The City will also cooperate with the County on any County audit associated with the Roads Impact Fee.

- d. Remittance to County. Remit to the County one hundred percent (100%) of all funds collected as Roads Impact Fee, after the deduction of the actual cost of collection not to exceed four (4%) percent of the funds collected which shall be kept by the City as a fee for collecting and transmitting the funds (the "Collection Fee"). The City agrees to hold the County harmless should any suit or legal action result in a determination by a court that the amount collected by the City as the Collection Fee exceeds the City's actual cost of collection. The City shall remit the collected funds monthly to the County, with payment being made to the County by the 15th day of the following month. The parties agree that any convenience fee charged for use of credit or debit cards shall be passed on to the feepayer.
- e. Land Use Determination. Contact the County Administrator or designee when a building permit, mobile home permit, or electrical permit for a recreational vehicle park is applied for that is not specifically listed in Section 24-258 of the Ordinance and collect the Roads Impact Fee as determined for that use by the County Administrator or designee.

- f. **Refund; Exemptions.** Contact the County Administrator or designee when a feepayer makes a request for a refund or claims exemption of the County's Roads Impact Fee collected by the City. In the event of a refund, the City's Collection Fee shall not be refunded.
- g. **Credits.** Notify the County Administrator when a developer in the City, in lieu of paying all or part of the Roads Impact Fee, offers to construct part of a roads improvement project shown in the County's Comprehensive Plan or appropriate to the implementation thereof. The City shall not be responsible for maintaining records of County Roads Impact Fee credits. The City will not accept credits until they are verified by the County. Upon the County verifying the requested credit use, the City will apply the credit in lieu of requesting the Roads Impact Fee from the feepayer.
- h. Remittance of Mobility Fee to the County. Remit to the County fifteen percent (15%) of the funds collected by the City, pursuant to the City's Mobility Fee, from October 5, 2021 through May 31, 2022 (the "Designated Mobility Fee Funds"). The City shall remit to the County the Designated Mobility Fee Funds on or before June 30, 2022. By October 1, 2022, the City agrees to amend its Mobility Fee Ordinance to exclude any County roads from the calculation of its Mobility Fee and from any project list prepared in conjunction with the calculation and imposition of the Mobility Fee. The County shall not be entitled to any City Mobility Fee funds collected after May 31, 2022.

3. County Responsibilities

The County shall:

- a. **Fee Schedule; Benefit Zones.** By June 1, 2022, adopt the Roads Impact Fee schedule attached and incorporated herein as Exhibit "A" for new development occurring within the City, and the Roads Impact Fee Benefit Zones identified in the map attached and incorporated herein as Exhibit "B".
- b. **Annual Reporting**. Provide a written report each year to the City of the unaudited collection and expenditure of the Roads Impact Fee, including current balances maintained for each Benefit Zone. The County's annual report shall be provided within sixty (60) days after receipt of the City's annual report.

- c. Land Use Determination. Provide, via the County Administrator or designee, the City with the Roads Impact Fee applicable to the most nearly comparable land use type on the Roads Impact Fee schedule, when a feepayer applies for a permit for a land use type that is not specifically listed in the Roads Impact Fee schedule contained in Section 24-258 of the County Code.
- d. Exemptions. Refunds. Recalculations. Modifications and Credits.
 - i. Process all feepayer refund requests.
 - ii. Provide the City with a response regarding eligibility of a feepayer for an exemption from a Roads Impact Fee prior to issuance of the applicable permit.
 - iii. Provide the City with a recalculation of the Roads Impact Fee or indicate the Roads Impact Fee has not changed in the event of a change of use, redevelopment, or modification of an existing land use and the feepayer requests a recalculation prior to issuance of a permit.
 - iv. Provide the City with a response regarding a feepayer's eligibility in response to any claim to a Roads Impact Fee adjustment pursuant to section 24-258 of the County Code and provide the adjusted Roads Impact Fee figure (if an adjustment is approved) prior to issuance of a permit.
 - Verify the veracity of all Roads Impact Fee credits prior to the credits being accepted by the City and be responsible for maintaining records of Roads Impact Fee credits.
 - vi. Because the County will receive fifteen percent (15%) of the City's Mobility Fee revenues from October 5, 2021 through May 31, 2022, the County shall refund any County road impact fees collected from development within the City during that timeframe, and shall not levy their Roads Impact Fee until after May 31, 2022.

e. **Notice of Change to Ordinance.** Provide the City with sixty (60) days' written notice prior to the adoption of any changes to the Ordinance, with the understanding that the Roads Impact Fee schedule, attached hereto as Exhibit "A", will not change unless and until there is an update to the 2022 Tindale Oliver study or the commission of a new impact fee study. The methodology for any update to the 2022 Tindale Oliver study or any new impact fee study will be applied uniformly in incorporated and in unincorporated areas of the County. The County further agrees that no impact fee, including the Roads Impact Fee schedule attached hereto as Exhibit "A", will be increased more than once every four (4) years.

f. Use of Road Impact Fee.

i. Future Revenues. Expend or encumber Roads Impact Fee funds collected by the City and remitted to the County (and Mobility Fee funds collected and remitted to the County between October 5, 2021 and May 31, 2022) within five (5) years from the date collected to design, engineer, or construct part or all of the road improvement project including the payments of any debt service which are for the following roads:

Midway Road Rangeline Road Prima Vista Boulevard Walton Road

Glades Cutoff Road St. James - S. 25th Street

Selvitz Road Lennard Road

Jenkins Road from Midway Road north to the south right of way line of Edwards Road

Arterial A from Midway Road to the south right of way line of Okeechobee Road.

The term "encumber" shall mean to commit by contract or purchase order in a manner that obligates the County to expend the encumbered amount upon delivery or completion of goods, services or real property provided by a vendor, supplier, contractor or owner.

ii. Reserves. Within five (5) years from the Effective Date, the County furthers agrees to expend or encumber on the roads listed above, those Roads Impact Fee funds which were previously

collected by the City and which are currently held in the County's Roads Impact Fee account which totals approximately \$32 million as of the Effective Date (the "Reserve Fund Account"). The County agrees that improvement of Midway Road will be a priority for the County. The County further agrees that in the event funds in the Reserve Fund Account are used to pay for a road improvement project for any of the roads listed above, and the County is subsequently reimbursed those funds, that the County will deposit those reimbursed funds into the Reserve Fund Account to be used on the roads identified in section 3.f.i. above.

- 4. <u>Final Authority Road Improvement Project.</u> The Board of County Commissioners shall have the final authority pursuant to Section 24-258 of the St. Lucie County Code as to whether to accept an offer by a developer to construct part of a road improvement project in lieu of payment of all or part of the Roads Impact Fee and to provide impact fee credits.
- 5. **Review.** The City and the County shall each have a reciprocal right to review the records of the other as to receipt, allocation and expenditure of the Roads Impact Fee collected. All such inspections shall be made upon reasonable notice and at reasonable times and places.
- 6. <u>Effective Date.</u> This Agreement shall become effective upon recording of the executed Agreement in the public records of St. Lucie County (the "Effective Date") and will continue in full force and effect unless terminated.

7. <u>Active Defense; Indemnification.</u>

a. The parties agree that the City is relying on updates performed by the County for the establishment and collection of the Roads Impact Fee and that the City is collecting these fees on behalf of the County. Additionally, to the extent permitted by law, the County shall indemnify and hold harmless the City and all of the City's officers, agents, servants, and employees (collectively "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, caused or alleged to be caused, in whole or in part, as a result of any intentional, reckless, or negligent act or omission of the County, its officers, employees, agents, or

servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the County shall, upon written notice to the County, defend each Indemnified Party against each such Claim. The obligations of this section 7 shall survive termination of this Agreement. Should a Court order any refund of a Roads Impact Fee or should any refunds be agreed to by the County, the refund shall be paid solely by the County.

The parties agree that the County is relying on updates performed by the b. City for the establishment and collection of the City Mobility Fee and that the City is collecting a portion of these fees for the County from October 5, 2021 to May 31, 2022. Additionally, to the extent permitted by law, the City shall indemnify and hold harmless the County and all of the County's officers, agents, servants, and employees (collectively "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, caused or alleged to be caused, in whole or in part, as a result of any intentional, reckless, or negligent act or omission of the City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the City shall, upon written notice to the City, defend each Indemnified Party against such Claim. The obligations of this section 7 shall survive termination of this Agreement. Should a Court order any refund of the portion of the Mobility Fee paid to the County or should any refunds be agreed to by the City, the refund shall be paid solely by the City.

8. Term.

- a. This Agreement shall be effective upon recording of the executed Agreement in the public records of St. Lucie County for a period of five (5) years.
- b. Termination of this Agreement may only occur if:
 - i. Both parties agree to terminate; or
 - ii. Imposition of the Roads Impact Fee is not allowed by state law; or

- iii. Upon breach of this Agreement by a party, and failure to cure the breach within a reasonable time period not to exceed sixty (60) days from the receipt of written notice of the breach.
- c. In the event this Agreement is terminated, the City shall retain the Collection Fee through the effective date of termination. No later than thirty (30) days after the termination date, the City shall remit the Roads Impact Fee monies collected by the City to the County. The termination of this Agreement shall not require the County to refund any monies collected by the City and remitted to the County pursuant to this Agreement.
- d. The City Manager and the County Administrator shall meet and confer regarding the potential renewal of this Agreement no later than six (6) months prior to the expiration date. The City Manager and the County Administrator may agree to extend this Agreement up to six (6) months following its expiration if necessary to complete the renewal process. This Agreement may be renewed after the five-year term upon written approval of the renewal by the governing bodies of the County and the City.
- 9. <u>Amendment; Modification.</u> No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality herewith.
- 10. WAIVER OF JURY TRIAL. NEITHER COUNTY NOR CITY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTER-CLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS AGREEMENT, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES.
- 11. Resolution of Disputes. Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. The results of the conflict resolution or any testimony or argument introduced in the conflict resolution shall not be admissible as evidence in any subsequent proceeding concerning the disputed issues.

12. <u>Notices.</u> Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for, or sent by certified United States mail, return receipt requested, addressed to the applicable party as follows:

To the City:

City Manager City of Port St. Lucie 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984

With copies to:

City Attorney City of Port St. Lucie 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984

City Clerk
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

To the County:

St. Lucie County Administrator 2300 Virginia Avenue Fort Pierce, FL 34982

With a copy to:

St. Lucie County Attorney 2300 Virginia Avenue Fort Pierce, FL 34982

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

13. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed; supersedes all prior and contemporaneous communications, agreements, representations, and understandings; and no representation, inducement, promise, or agreement, oral

- or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.
- 14. <u>Counterparts.</u> This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
- 15. <u>Cooperation.</u> Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed or withheld.
- 16. <u>Rights Cumulative.</u> All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.
- 17. <u>Beneficiaries.</u> This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.
- 18. <u>Settlement; Admission.</u> The County and the City recognize and acknowledge that this Agreement memorializes and states a settlement of disputed claims and nothing in this Agreement shall be construed to be an admission of any kind, whether of fault, liability, or of a particular policy or procedure, on the part of the County or the City.
- 19. <u>Mutual Negotiation.</u> The County and the City acknowledge and agree that this Agreement is the product of mutual negotiation and no doubtful or ambiguous language or provision in this Agreement is to be construed against any party based upon a claim that the party drafted the ambiguous provision or language or that the party was intended to be benefited by the ambiguous provision or language.
- 20. <u>Severability.</u> This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but

rather shall be enforced to the greatest extent permitted by law.

- 21. <u>Public Records.</u> The City and the County shall mutually allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City and the County in conjunction with this Agreement. Specifically, the City and the County shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the County and/or the City in order to perform the services.
 - b. Provide the public with access to public records on the same terms and conditions that the County and the City would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, all public records in possession of the City and/or the County upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County or the City in a format that is compatible with the information technology system of the County and/or the City.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)871-5168.

22. <u>Filing with Clerk.</u> This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida prior to its effectiveness.

IN WITNESS WHEREOF the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

ATTEST:	BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA
	S. P. Man
Deputy Clerk JH	Chair
Deputy Clerk Jilly GOMMICS	DATE 4/19/22
(E) Alle Side	APPROVED AS TO FORM AND
COUNTY ELORION	CORRECTNESS:
S. LEIN COUNTY, FLORIDA	ву:
3 6 CP 01/10 CE	County Attorney
9 SEAU/mg	
ATTEST:	CITY OF PORT ST. LUCIE, FLORIDA
ATTEST;	Shann Mark
Clerk	Mayor
	DATE: 4 19 2022
	i i
	APPROVED AS TO FORM AND
	CORRECTNESS:
	BY:
	City Attorney

Exhibit "A"

Table D-6
Reduced (75%) Road Impact Fee Rates: 4-Year Phasing Schedule

				nedated (7577) house impacts occi-													
ITE LUC	Land Use	Unit	Current Adopted (Mainland)	Unincorporated				Current		City of Port	St. Lucie		Current Adopted	City of Fort Pierce			
		5,0000		10/1/2022	10/1/2023	10/1/2024	10/1/2025	Collected in PSL	10/1/2022	10/1/2023	10/1/2024	10/1/2025	(Mainland)	10/1/2022	10/1/2023	10/1/2024	10/1/2025
	RESIDENTIAL:	7,									A. a. a.l.	44.000	\$3,056	62.110	\$3,180	\$3,242	\$3,302
	Single Family (Detached); Less than 2,000 sf, Very Low Income	du	\$3,056	\$3,152	\$3,248	\$3,344	\$3,438	\$1,887	\$1,230	\$1,230	\$1,230	\$1,230 \$1,501	\$3,056	\$3,118 \$3,799	\$3,180	\$3,242	\$4,02
	Sin #e Family (Detached); Less than 2,000 sf, Low income	du	\$3,724	\$3,841	\$3,958	\$4,075	\$4,190	\$2,555	\$1,501	\$1,501	\$1,501			\$5,233	\$5,336	\$5,439	\$5,54:
210	Single Family (Detached); Less than 2,400 sf	du	\$5,130	\$5,290	\$5,450	\$5,610	\$5,771	\$3,961	\$2,060	\$2,060	\$2,060	\$2,060	\$5,130	\$6,396	\$6,522	\$6,648	\$6,77
	Single Family (Detached); 2,400 to 3,499 sf	du	\$6,270	\$6,456	\$6,662	\$6,858	\$7,054	\$5,101	\$2,519	\$2,519	\$2,519	\$2,519	\$6,270	\$6,396	\$6,621	\$6,749	\$6,870
	Single Family (Detached); 3,500 sf and greater	du	\$6,365	\$6,564	\$6,763	\$6,962	\$7,160	\$5,196	\$2,564	\$2,564	\$2,564	\$2,564	\$6,365 \$2,413	\$2,461	\$2,509	\$2,557	\$2,608
	Multi-Family, 1-3 Stories, Very Low Income	du	\$2,413	\$2,488	\$2,563	\$2,638	\$2,714	\$1,494	\$968	\$968	\$968	\$968 \$1,175	\$2,413	\$2,461	\$3,058	\$3,117	
	Multi-Family, 1-3 Stories, Low Income	du	\$2,940	\$3,032	\$3,124	\$3,216	\$3,308	\$2,021	\$1,175	\$1,175	\$1,175		\$3,261	\$3,326	\$3,036	\$3,456	
220	Multi-Family, 1-3 Stories, Less than 750 sf	đu	\$3,261	\$3,363	\$3,465	\$3,567	\$3,668	\$2,342	\$1,303	\$1,303	\$1,303	\$1,303	\$3,261	\$4,044	\$4,124	\$4,204	
	Multi-Family, 1-3 Stories, 750-1,499 sf	du	\$3,964	\$4,088	\$4,212	\$4,336	\$4,460	\$3,045	\$1,589	\$1,589	\$1,589	\$1,589		\$4,044	\$4,124	\$4,204	\$4,92
	Multi-Family, 1-3 Stories, 1,500 sf	du	\$4,556	\$4,699	\$4,842	\$4,985	\$5,126	\$3,637	\$1,826	\$1,826	\$1,826	\$1,826	\$4,556	\$4,647	\$1,863	\$1,899	
	Multi-Family, 4+ Stories, Very Low Income	du	\$1,791	\$1,847	\$1,903	\$1,959	\$2,015	\$872	\$713	\$713	\$713	\$713	\$1,791	\$2,195	\$2,195	\$2,195	
	Multi-Family, 4+ Stories, Low Income	du	\$2,195	\$2,218	\$2,241	\$2,264	\$2,286	\$1,276	\$815	\$815	\$815	\$815	\$2,195	\$2,195	\$2,193	\$2,568	
221	Multi-Family, 4+ Stories, Less than 750 sf	du	\$2,421	\$2,497	\$2,573	\$2,649	\$2,723	\$1,502	\$971	\$971	\$971	\$971	\$2,421	\$2,470	\$2,519	\$3,027	\$3,054
	Multi-Family, 4+ Stories, 750-1,499 sf	du	\$2,940	\$3,000	\$3,060	\$3,120	\$3,181	\$2,021	\$1,131	\$1,131	\$1,131	\$1,131	\$2,940 \$3,387	\$3,426	\$3,465	\$3,027	
	Multi-Family, 4+ Stories, 1,500 sf	du	\$3,387	\$3,463	\$3,539	\$3,615	\$3,689	\$2,468	\$1,310	\$1,310	\$1,310	\$1,310		\$2,076	\$2,117	\$2,158	
240	Mobile Home/RV Unit (Park Only)	du	\$2,035	\$2,099	\$2,163	\$2,227	\$2,289	\$866	\$807	\$807	\$807	\$807	\$2,035	\$5,642	\$5,753	\$5,864	
	Other Residential	du	\$5,531	\$5,704	\$5,877	\$6,050	\$6,222	\$4,362	\$2,226	\$2,226	\$2,226	\$2,226	\$5,531	\$5,642	\$3,753	\$5,864	\$3,37.
	LODGING:												40.000	\$2,267	\$2,312	\$2,357	\$2,401
310/320	Hotel/Motel	room	\$2,222	\$2,292	\$2,362		\$2,500	\$1,793	\$890	\$890	\$890	\$890	\$2,222 \$1,833	\$1,870	\$1,907	\$2,357	
	Bed & Breakfast	guest room	\$1,833	\$1,890	\$1,947	\$2,004	\$2,062	\$1,404	\$734	\$734	\$734	\$734	\$1,833	\$1,870	\$1,907	\$1,944	31,373
1000	RECREATION:	7/2									100	144	44.844	44.205	60.300	\$1,336	\$1,36
435	Multi-Purpose Recreational Center	1,000 sf	\$1,261	\$1,300	\$1,339		\$1,418	\$419	\$441	\$463	\$485	\$505	\$1,261	\$1,286	\$1,311	\$1,336	
445	Movie Theater	seat	\$346	\$357	\$368	\$379	\$389		\$132	\$132	\$132	\$132	\$346	\$353	\$360	\$367	\$37.
7.73	INSTITUTIONS:	1											47 000	\$6,604	\$6,604	\$6,604	\$6,60
520	Elementary School (Private)	1,000 sf	\$7,080	\$6,881	\$6.881	\$6,881	56,881	\$6,303	\$2,402	\$2,402	\$2,402	\$2,402	\$7,080		\$6,178	\$6,004	
522/525	Middle/High School (Private)	1,000 sf	\$6,623	\$6,437	56,437	\$6,437	\$6,437	\$5,915	\$2,252	\$2,252	\$2,252	\$2,252	\$6,623	\$6,178 \$2,276	\$2,320	\$2,364	
565	Day Care Center	1,000 sf	\$2,232	\$2,302	52,372	\$2,442	\$2,511		\$851	\$851	\$851	\$851	\$2,232		\$2,320	\$2,364	\$6,398
610	Hospital	1,000 sf	\$5,923	\$6,108	56,293	\$6,478	\$6,663	\$4,914	\$2,383	\$2,383	\$2,383	\$2,383	\$5,923	\$6,042	\$1,538	\$6,280	
620	Nursing Home	1,000 sf	\$1,576	\$1,625	51,674	\$1,723	\$1,773	\$996	\$613	\$613	\$613	\$613	\$1,576	\$1,607	\$1,538	\$2,617	
n/a	Lodge/Fraternal Organization	1,000 sf	\$2,467	\$2,544	52,621	\$2,698	\$2,775	\$522	\$640	\$758	\$876	\$992	\$2,467	\$2,517	\$2,567	\$2,617	32,80
	OFFICE:											44.44	\$3,718	\$3,793	\$3,868	\$3,943	\$4,010
710	General Office	1,000 sf	\$3,718	\$3,834	\$3,950	\$4,066	\$4,183	\$2,876	\$1,489	\$1,489	\$1,489	\$1,489	\$3,718	\$3,793]	\$3,868	\$3,943	34,01
	RETAIL												44.000	Ances	42.525	\$3,693	\$3,76
822	Retail/Shopping Center less than 40,000 sflga	1,000 sfgla	\$3,489	\$3,598	53,707	\$3,816	\$3,925	\$1,544	\$1,292	\$1,292	\$1,292	\$1,292	\$3,489	\$3,557 \$6,466	\$3,625 \$6,591	\$6,716	
821	Retail/Shopping Center 40,000 to 150,000 sfgla	1,000 sfgla	\$5,341	\$6,539	\$6,737	\$8,935	\$7,133	\$4,396	\$2,414	\$2,414	\$2,414	\$2,414	\$6,341			\$8,189	
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$7,727	\$7,969	58,211	\$8,453	\$8,693	\$5,782	\$3,011	\$3,011	\$3,011	\$3,011	\$7,727	\$7,881	\$8,035 \$7,820	\$8,189	
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$7,522	\$7,757	\$7,992	\$8,227	\$8,462		\$2,856	\$2,856	\$2,856	\$2,856	\$7,522	\$7,671	\$7,820	\$9,506	\$9,68
	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	fuel pos.	\$8,975	\$9,256	\$9,537	59,818	\$10,097	-	\$3,406	\$3,406	\$3,406	\$3,406	\$8,975	\$9,152		\$10,676	
945	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$10,079	\$10,394	510,709	\$11,024	\$11,339		\$3,824	\$3,824	\$3,824	\$3,824	\$10,079	\$10,278	\$10,477	\$10,676	\$10,87
71.	INDUSTRIAL												A	المسم	\$730	2744	\$75
30/154		1,000 sf	\$702	\$724			\$790	\$431	\$279		\$279	\$279	\$702	\$716		\$744 \$1.169	
110	General Industrial	1,000 sf	\$1,103	\$1,138	51,173	\$1,208	\$1,241	\$571	\$441	\$441	\$441	\$441	\$1,103	\$1,125	\$1,147		
150	Warehouse	1,000 sf	\$875	\$902	\$929	\$956	\$984	\$504	\$353	\$353	\$353	\$353	\$875	\$893	\$911	\$929	

Source: Current adopted rates (St. Lucie County Planning & Development Services Dept, fees effective 10/4/2021) multiplied by a factor of 1.5 to determine the maximum allowable rates and then reduced to 75%. If this reduced rate was higher than the fully calculated rate for the county, the fully calculated rate is shown

Table D-7
Reduced (75%) Road Impact Fee Rates, Island Districts: 4-Year Phasing Schedule

				Reduced (75%) Road Impact Fee Rates, Island Districts: 4-Year Phasing Schedule North Island Fort Pierce Island								South Island						
ITE LUC	Land Use	Unit	Current Adopted	10/1/2022	10/1/2023	10/1/2024	10/1/2025	Current Adopted	10/1/2022	10/1/2023	10/1/2024	10/1/2025	Current Adopted	10/1/2022	10/1/2023	10/1/2024	10/1/2025	
_	arracted to		Adopted									40.104	tacaal	\$2,719	\$2,801	\$2,883	\$2,96	
_	RESIDENTIAL: Single Family (Detached); Less than 2,000 sf, Very Low Income	du	\$2,438	\$2,514	\$2,590	\$2,666	\$2,743	\$2,819	\$2,907	\$2,995	\$3,083	\$3,171	\$2,637	\$3,315	\$3,416	\$3,517		
	Single Family (Detached); Less than 2,000 sf, Low Income	du	\$2,971	\$3,064	\$3,157	\$3,250	\$3,342	\$3,435	\$3,542	\$3,649	\$3,756	\$3,864	\$3,214 \$4,428	\$4,567	\$4,706	\$4,845		
	Single Family (Detached); Less than 2,400 sf	du	\$4,093	54,221	\$4,349	\$4,477	\$4,604	\$4,733	\$4,881	\$5,029	\$5,177	\$5,324		\$5,581	\$5,750	\$5,919		
210	Single Family (Detached); Less than 2,400 si	du	\$5,001	\$5,157	\$5,313	\$5,469	\$5,626	\$5,785	\$5,966	\$6,147	\$6,328	\$6,508	\$5,412	\$5,666	\$5,838	\$6,010		
		du	\$5,077	\$5,236	\$5,395	\$5,554	\$5,711	\$5,873	\$6,057	\$6,241	\$6,425	\$6,607	\$5,494	\$2,630	\$2,710	\$2,790		
_	Single Family (Detached); 3,500 sf and greater Multi-Family, 1-3 Stories, Very Low Income	du	\$2,294	\$2,366	\$2,438	\$2,510	\$2,581	\$2,716	\$2,801	\$2,886	\$2,971	\$3,056	\$2,550	\$3,180	\$3,252	\$3,324		
	Multi-Family, 1-3 Stories, Very tow income	du	\$2,795	\$2,882	\$2,969	\$3,056	\$3,144	\$3,308	\$3,261	\$3,261	\$3,261	\$3,261	\$3,108	\$3,554	\$3,662	\$3,770	\$3,87	
		du	\$3,100	\$3,197	\$3,294	\$3,391	\$3,488	\$3,671	\$3,732	\$3,793	\$3,854	\$3,913	\$3,446		\$4,452	\$4,583		
220	Multi-Family, 1-3 Stories, Less than 750 sf	du	\$3,768	\$3,886	\$4,004	\$4,122	\$4,239	\$4,461	\$4,481	\$4,501	\$4,521	\$4,539	\$4,190	\$4,321	\$5,117	\$5,268		
	Multi-Family, 1-3 Stories, 750-1,499 sf	du	\$4,331	\$4,466	\$4,601	\$4,736	\$4,872	\$5,189	\$5,208	\$5,227	\$5,246	\$5,265	\$4,815	\$4,966		\$2,061		
	Multi-Family, 1-3 Stories, 1,500 sf	du	\$2,008	\$2,046	\$2,084	\$2,122	\$2,160	\$2,008	\$2,024	\$2,040	\$2,056	\$2,073	\$1,884	\$1,943	\$2,002	\$2,081		
	Multi-Family, 4+ Stories, Very Low Income	du	\$2,461	\$2,286	\$2,286	\$2,286	\$2 286	\$2,461	\$2,195	\$2,195	\$2,195	\$2,195	\$2,309	\$2,286	\$2,286	\$2,286		
	Multi-Family, 4+ Stories, Low Income	du	\$2,715	\$2,724	\$2,733	\$2,742	\$2,750	\$2,715	\$2,640	\$2,640	\$2,640	\$2,640	\$2,547	\$2,598	\$2,649	\$3,159		
221	Multi-Family, 4+ Stories, Less than 750 sf	du	\$3,296	\$3,181	\$3 181	\$3,181	\$3,181	\$3,296	\$3,054	\$3,054	\$3,054	\$3,054	\$3,093	\$3,115	\$3,137			
	Multi-Family, 4+ Stories, 750-1,499 sf	du	\$3,797	\$3,689	\$3,689	\$3,689	\$3,689	\$3,797	\$3,542	\$3,542	\$3,542	\$3,542	\$3,563	\$3,595	\$3,627	\$3,659		
	Multi-Family, 4+ Stories, 1,500 sf	du	\$1,696		\$1,802	\$1,855	\$1,908	\$1,696	\$1,749	\$1,802	\$1,855	\$1,908	\$2,146	\$2,213	\$2,280	\$2,347		
240	Mobile Home/RV Unit (Park Only)		\$4,410		\$4,686	\$4,824	\$4,961	\$4,410	\$4,548	\$4,686	\$4,824	\$4,961	\$4,774	\$4,923	\$5,072	\$5,221	\$5,37	
-	Other Residential	du	34,410	3-7,5-40	\$ 1,000			1000									1 44.55	
	LODGING:	_	\$3,126	\$2,817	\$2,817	\$2,817	\$2,817	\$3,126	\$2,705	\$2,705		\$2,705	\$2,366	\$2,440	\$2,514			
310/320	Hotel/Motel	room	\$2,737		\$2,278	\$2,278		\$2,737		\$2,187	\$2,187	\$2,187	\$1,964	\$2,026	\$2,088	\$2,150	\$2,210	
	Bed & Breakfast	juest room	\$2,737	32,276	\$2,270	*******											1 470	
	RECREATION:	1	(540	\$557	\$574	\$591	\$608	\$540	\$557	\$574	\$591		\$466		\$496			
435	Multi-Purpose Recreational Center	1,000 sf	\$540 \$145		\$155	\$160		\$145		\$155	\$160	\$163	\$124	\$128	\$132	\$136	\$14	
445	Movie Theater	seat	\$145	\$1.50	9133	7100	200	9 G E										
	INSTITUTIONS:	1	\$2,599	\$2,680	\$2,761	\$2,842	\$2,924	\$2,599	\$2,680	\$2,761	\$2,842	\$2,924	\$2,248	\$2,318	\$2,388			
520	Elementary School (Private)	1,000 sf	\$2,488		\$2,644	\$2,722		\$2,488	\$2,566	\$2,644	\$2,722	\$2,799	\$2,153	\$2,220	\$2,287			
522/525		1,000 sf	\$840		\$892	\$918		\$636		\$676	\$695	\$716	\$735	\$758	\$781			
565	Day Care Center	1,000 sf			\$2,350	\$2,419	\$2,489	\$2,212	\$2,281	\$2,350	\$2,419	57,489	\$1,915	\$1,975	\$2,035	\$2,095		
610	Hospital	1,000 sf	\$2,212 \$574		\$610	\$628		\$574		\$610		\$646	\$537	\$554	\$571	\$588	\$60	
620	Nursing Home	1,000 sf	\$913		\$971	\$1,000		\$913		\$971	\$1,000	\$1,027	\$798	\$823	\$848	\$873	\$89	
n/a	Lodge/Fraternal Organization	1,000 sf	\$913	\$942	3371	\$1,000	42,02			A							1	
	OFFICE:		44.054	\$1,293	\$1,332	\$1,371	\$1,411	\$973	\$1,003	\$1,033	\$1,063	\$1,094	\$1,109	\$1,144	\$1,179	\$1,214	\$1,24	
710	General Office	1,000 sf	\$1,254	\$1,295	\$1,332	71,571	72,122					E - 10-7						
	RETAIL:			C4 122	\$1,166	\$1,200	\$1,235	\$1,098	\$1,132	\$1,166	\$1,200	\$1,235	\$964		\$1,024			
822	Retail/Shopping Center less than 40,000 sflga	1,000 sfgla			\$2,119	\$2,181		\$1,995				\$2,244	\$1,750		\$1,860			
821	Retail/Shopping Center 40,000 to 150,000 sfela	1,000 sfgla	\$1,995		\$2,556	\$2,181		\$2,406				\$2,707	\$2,138		\$2,272			
820	Retail/Shopping Center greater than 150,000 sfela	1,000 sf la	\$2,406		\$2,556	\$2,582		\$2,360				\$2,655	\$4,164	\$4,294	\$4,424			
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pas	\$2,360			\$3,079		\$2,815					\$4,968	\$5,123	\$5,278			
0.45	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	fuel pas	\$2,815		\$2,991			\$3,162					\$5,578	\$5,752	\$5,926	\$6,100	\$6,27	
945	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos	\$3,162	\$3,261	\$3,360	\$3,459	\$5,557	23,162	23,201	12,500	30 30							
	INDUSTRIAL:					\$284	\$293	\$260	\$268	\$276	\$284	5293	\$232					
30/154	Intermodal Distribution Center/ High-Cube Warehouse	1,000 sf	\$260					\$276					\$353	\$364				
110	General Industrial	1,000 sf	\$405					\$329					\$283	\$292	\$301	\$310	531	
150	Warehouse	1,000 sf	\$329	\$339	\$349	\$359	24/0	\$329	7333				The second second second	Security of the	Stanier crawwoo	Salar Contract Contract	With the second second	

Source: Current adopted rates (St. Lucie County Planning & Development Services Dept, fees effective 10/4/2021) multiplied by a factor of 1.5 to determine the maximum allowable rates and then reduced to 75%. If this reduced rate was higher than the fully calculated rate for the unincorporated county (or Fort Pierce in the case of Fort Pierce island), the fully calculated rate is shown.

