

City of Port St. Lucie

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



Meeting Agenda

Meeting to follow the 5:00 PM Board of Zoning Appeals

Monday, November 25, 2024

5:30 PM

Council Chambers, City Hall

Community Redevelopment Agency

1. **Meeting Called to Order**
 2. **Roll Call and Determination of Quorum**
 3. **Pledge of Allegiance**
 4. **Oath of Office for Newly Elected and Re-Elected Board Members**
 - 4.a Oath of Office for Re-Elected Board Members [2024-1172](#)
 5. **Additions and Deletions to the Agenda and Approval of the Agenda**
 6. **Approval of Consent Agenda**
 - 6.a Approval of the September 23, 2024 Community Redevelopment Agency Meeting Minutes [2024-1011](#)
 - 6.b Approve a License Agreement for Installation of The Port District Branding Lettering on Existing Signage at the Walgreens Store located at 1025 SE Port St. Lucie Boulevard. [2024-1178](#)
 - 6.c Approve a License Agreement for Installation of The Port District Branding Lettering on Existing Signage at the Rivergate Plaza located at 1091 SE Port St. Lucie Boulevard. [2024-1179](#)
 - 6.d Approve a License Agreement for Installation of The Port District Branding Lettering on Existing Signage at the Mobil Gas Station located at 1090 SE Port St. Lucie Boulevard. [2024-1180](#)
 7. **Public to be Heard**
 8. **New Business**
 - 8.a Update on Branding for The Port District and Walton & One [2024-1159](#)
 - 8.b Update on River Speed Zones [2024-1154](#)
 9. **Other Issues by Board Members**
 10. **Adjourn**
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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 is asked to fill out a yellow Participation Card and submit it to the City Clerk. Anyone wishing to speak on any Agenda Item is asked to fill out a green 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
2024-1172

Agenda Date: 11/25/2024

Agenda Item No.: 4.a

Placement: Proclamations and Special presentations

Action Requested: Motion / Vote

Oath of Office for Re-Elected Board Members

Submitted By: Jennifer Davis, Director, Community Redevelopment Agency

Executive Summary (General Business): On November 5, 2024 the residents of Port St. Lucie voted to re-elect Jolien Caraballo and David Pickett to the Port St. Lucie City Council. As Council Members, they are also Board Members of the Port St. Lucie Community Redevelopment Agency and, as such, will be sworn into office.

Presentation Information: The City Clerk will give the Oath of Office to the Board Members.

Staff Recommendation: N/A

Alternate Recommendations: N/A

Background: N/A

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments:

1. Oath of Office for Board Member Jolien Caraballo
2. Oath of Office for Board Member David Pickett

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



OATH OF OFFICE

I DO SOLEMNLY SWEAR THAT I WILL SUPPORT AND PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND THE STATE OF FLORIDA, AND THAT I WILL BEAR TRUE FAITH, LOYALTY AND ALLEGIANCE TO THE SAME; AND THAT I AM ENTITLED TO HOLD OFFICE UNDER THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA; AND THAT I WILL FAITHFULLY PERFORM ALL THE DUTIES OF:

Board Member of the City of Port St. Lucie Community Redevelopment Agency

SO HELP ME GOD.

Jolien Caraballo

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Signed and sworn to (or affirmed) before me on November 25, 2024, Jolien Caraballo. He/She is personally known to me or has produced a _____ as identification.

Notary Public Signature: _____

My Commission Expires: _____



OATH OF OFFICE

I DO SOLEMNLY SWEAR THAT I WILL SUPPORT AND PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND THE STATE OF FLORIDA, AND THAT I WILL BEAR TRUE FAITH, LOYALTY AND ALLEGIANCE TO THE SAME; AND THAT I AM ENTITLED TO HOLD OFFICE UNDER THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA; AND THAT I WILL FAITHFULLY PERFORM ALL THE DUTIES OF:

Board Member of the City of Port St. Lucie Community Redevelopment Agency

SO HELP ME GOD.

David Pickett

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Signed and sworn to (or affirmed) before me on November 25, 2024, David Pickett. He/She is personally known to me or has produced a _____ as identification.

Notary Public Signature: _____

My Commission Expires: _____



Agenda Summary
2024-1011

Agenda Date: 11/25/2024

Agenda Item No.: 6.a

Placement: Minutes

Action Requested: Motion / Vote

Approval of the September 23, 2024 Community Redevelopment Agency Meeting Minutes

Submitted By: Jennifer Davis, Community Redevelopment Agency Director.

Executive Summary (General Business): N/A.

Presentation Information: N/A.

Staff Recommendation: Move that the Board approve the meeting minutes.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the meeting minutes.
2. Move that the Board not approve, provide staff with direction.

Background: N/A.

Issues/Analysis: N/A.

Financial Information: N/A.

Special Consideration: N/A.

Location of Project: N/A.

Attachments: September 23, 2024 CRA Meeting Minutes.

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

City of Port St. Lucie
Community Redevelopment
Agency

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

Meeting Minutes - Draft
Shannon M. Martin, Chairman

Jolien Caraballo, Vice Chairman, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna, Councilman, District III

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

Monday, September 23, 2024

5:00 PM

Council Chambers, City Hall

Meeting to Follow the 4:00 PM GFC Meeting

1. Meeting Called to Order

A Regular Meeting of the COMMUNITY REDEVELOPMENT AGENCY (CRA) of the City of Port St. Lucie was called to order by Chair Martin on September 23, 2024, at 5:00 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call and Determination of Quorum

Members Present:

Chair Shannon M. Martin
Vice Chair Jolien Caraballo
Stephanie Morgan
Dave Pickett

Members Not Present:

Anthony Bonna

3. Pledge of Allegiance

This item was said at a previous meeting.

4. Additions and Deletions to the Agenda and Approval of the Agenda

Vice Chair Caraballo moved to approve the Agenda. Mr. Pickett seconded the motion. The motion passed unanimously by voice vote.

5. Approval of Consent Agenda

5.a Approval of the June 24, 2024 Community Redevelopment

[2024-704](#)

Agency Meeting Minutes

Ms. Morgan moved to approve the Consent Agenda. Mr. Pickett seconded the motion. The motion passed unanimously by voice vote.

6. Public to be Heard

There was nothing heard under this item.

7. Resolutions

- 7.a** Resolution 24-CRA-02, a Resolution of the City of Port St. Lucie Community Redevelopment Agency (the "Agency") Relating to the Annual Budget, Approving the Annual Budget of the Agency for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Authorizing the Expenditure of Funds Established by the Budget; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

[2024-931](#)

The City Clerk read Resolution 24-CRA-02 aloud by title only. (Clerk's Note: A PowerPoint was shown at this time.) Jennifer Davis, Community Redevelopment Agency Director, provided a brief overview of ongoing activities within the CRA as well as the budget for FY24/25. She informed the Board that the City received a \$180,000 grant from Florida Inland Navigation District, for the Veteran's Park at Rivergate Boat Ramp parking area.

Vice Chair Caraballo inquired about the floating docks & the wake zone, to which Ms. Davis replied that after the installation of the floating docks, the City would request a permit modification to allow for additional boat docks with DEP and added that a draft of the Wake Zone Ordinance was being prepared. Vice Chair Caraballo requested that the ordinance be approved prior to the restaurant opening. She stated that the Code for Village Green was dated and encouraged staff to create an overlay plan to encourage current residents in the area to come up to code. Mr. Pickett inquired to the maximum number of boat slips, to which Ms. Davis replied that 12 were permitted under the current permit and would request more slips after the No Wake Zone was finalized.

Vice Chair Caraballo moved to approve Resolution 24-CRA-02. Mr. Pickett seconded the motion, which passed unanimously by roll call vote.

8. Other Issues by Board Members

There was nothing heard under this item.

9. Adjourn

There being no further business, the meeting adjourned at 5:18 p.m.

Sally Walsh, City Clerk

Shanna Donleavy, Deputy City Clerk



Agenda Summary
2024-1178

Agenda Date: 11/25/2024

Agenda Item No.: 6.b

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve a License Agreement for Installation of The Port District Branding Lettering on Existing Signage at the Walgreens Store located at 1025 SE Port St. Lucie Boulevard.

Submitted By: Frank Knott, Project Manager, Community Redevelopment Agency

Strategic Plan Link: The City’s Mission to enhance our community’s beauty.

Summary Brief (Agreements/Contracts only)

1. Prepared by: City of Port St. Lucie and Walgreen Co.
2. Parties: City of Port St. Lucie and Walgreen Co.
3. Purpose: To add The Port District logo (Gateway Signage) to the Walgreens store’s existing sign.
4. New/Renewal/Modified: New
5. Duration: 120 days from commencement of work and continued maintenance of the Port District logo.
6. Benefits to Port St. Lucie: Provides branding for The Port District by creating Gateway Signage.
7. Cost to Port St. Lucie (Annual and Potential): Estimated installation cost \$5,000.00

Presentation Information: Staff will be available to answer any questions.

Staff Recommendation: Move that the Board approve the License Agreement for the installation of lettering on existing signage.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the License Agreement for the installation of lettering on existing signage.
2. Move that the Board not approve the License Agreement for the installation of lettering on existing signage and provide staff with direction.

Background: The Port District Master Plan, adopted July 2021, identified the intersection of Port St. Lucie Boulevard and Veterans Memorial Parkway / Westmoreland Boulevard as a location for Port District Gateway Signage. On the northeast and southeast corners of the intersection there are two existing fountains with the previous branding of “Riverwalk North” and Riverwalk South”, respectively.

Along with the two fountains at the intersection, two additional locations were identified for Gateway Signage: the existing Walgreens sign on the northwest corner, and the existing Mobil Gas Station sign on southwest corner. The Gateway Signage utilizes the existing business signage and fountains while creating a sense of

place for The Port District.

Issues/Analysis: N/A

Financial Information: The lettering fabrication and installation should cost approximately \$5,000.

Special Consideration: N/A

Location of Project: Northwest corner of Port St. Lucie Boulevard and Veterans Memorial Parkway.

Attachments:

1. License Agreement - Walgreens
2. Location Map

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: 24225-08

Legal Sufficiency Review:

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

#5465

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

LICENSE AGREEMENT FOR INSTALLATION OF SIGNAGE

THIS LICENSE AGREEMENT FOR INSTALLATION OF SIGNAGE (“Agreement”) is entered into as of the Effective Date (as defined below), by and between Walgreen Co., whose mailing address is 106 Wilmot Road, Deerfield, IL 60015 (“Licensor”), and The City of Port St. Lucie Community Redevelopment Agency, a public body corporate and politic of the State of Florida, whose mailing address is 121 SW Port St. Lucie Blvd, Port St. Lucie FL 34984 (“Licensee”), with reference to the following facts:

- A. Oak Street Investment Grade Net Lease Fund Series 2021 2 LLC (“Owner”) is the fee simple owner of certain real property located in St. Lucie County, Florida, as more particularly described in **Exhibit A** attached hereto (the “Property”).
- B. Licensor leases the Property and has the right to enter into said Agreement.
- C. Licensee intends to add the City Logo to the existing “Walgreens Sign” in accordance with the photographs set forth in **Exhibit B** attached hereto (the “Work”).
- D. Licensor desires to grant a license over, under, through and across the Property in favor of and for the benefit of Licensee in connection with its performance of the Work, subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the foregoing facts, the mutual covenants and agreements set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals to this Agreement are true and correct and, together with all exhibits to this Agreement, are hereby incorporated by this reference.

2. **Grant of License.** Subject at all times to the terms and conditions set forth herein, Licensor, for itself and its successors and assigns, hereby grants to Licensee a limited, non-exclusive right, privilege, and license over, under, across and through the Property temporarily in connection with the performance of the Work. Licensor makes no representations or warranties whatsoever with respect to the Property or the Fountain, the condition thereof, or the Fountain’s fitness for the purposes intended by Licensee, and Licensee represents and warrants that it has examined and approved all things concerning the Fountain that Licensee deems material to Licensee’s use thereof for purposes of the Work.

3. **Performance of the Work.**

a. Licensee shall perform the Work during the period commencing no earlier than the Effective Date of this Agreement and ending no later than December 31, 2024 (the “Outside Completion Date”). Once Licensee has commenced the Work, Licensee shall diligently and expeditiously perform the Work to completion. “Completion” shall mean graphics have been installed by

Licensee and approved in writing by the Licensor. In any event, Completion of the Work shall be within one hundred twenty (120) days after commencing the Work. Licensee shall not perform any construction activities with respect to the Work on the following days: (i) the Wednesday before Easter through Easter Sunday; (ii) the week before Thanksgiving; and (iii) the week before Christmas.

b. Licensee shall promptly notify Licensor of any changes to the proposed signage as shown in Exhibit B attached hereto, and shall not proceed with the affected portion of the Work until such changes have been approved by Licensor in writing. Licensor's approval of the proposed signage as shown in Exhibit B attached hereto shall neither constitute nor be construed as a certification by Licensor, its employees or agents, that the proposed signage meets or otherwise complies with applicable codes, laws, ordinances, rules, or regulations of any governmental authority or other applicable agency. The terms and provisions of this Section 3(b) shall survive the expiration or earlier termination of this Agreement.

c. Licensee shall, at its sole cost and expense, perform and complete the Work in a workmanlike manner in compliance with all applicable building codes, laws, ordinances, rules, and regulations of any governmental authority or other applicable agency having jurisdiction over the Property, including safety at the job site, and the security, location, maintenance, and physical condition of Licensee's materials and equipment thereon.

d. During the performance of the Work, Licensee shall use its best efforts to minimize the impact of construction on the business activities being conducted on or from the Property, including, but not limited to, not obstructing, blocking, or otherwise adversely affecting vehicular or pedestrian ingress and egress to and from, and parking on, the Property. Licensee's materials and equipment shall not block the view of any of Licensee's signage on the Property excluding signage on the Fountain, and Licensee shall confine the staging for such materials and equipment to an area designated by Licensor.

e. Licensee shall make a representative available during normal business hours for any questions or other communications from Licensor with respect to the performance of the Work.

f. Licensee shall use the Property solely and exclusively for the performance of the Work, and for absolutely no other use or purpose whatsoever without Licensor's prior written approval, which approval Licensor may withhold in its sole discretion.

g. Licensee shall, prior to the expiration of this Agreement, cause the Property and any other affected portion of the Property to be repaired and restored to a condition equal to or better than existing immediately before commencement of the Work. This repair and restoration obligation does not apply to the actual installation of the Work as the intent of this Agreement is such installation.

h. After Completion of the Work, Licensee shall be solely responsible for maintaining the City Logo and Fountain in good and workmanlike fashion. If Licensee fails to so maintain the City Logo and Fountain, Licensor may elect to either maintain the same or remove the City Logo from the Walgreens Sign, at Licensee's cost, and at Licensor's discretion. Licensee shall have the right to enter the Property to the extent necessary to maintain the City Logo. This provision shall survive expiration or termination of this Agreement.

i. Upon termination of the lease by and between Licensor and the Owner with respect to the Property or if in any event Licensor in its sole discretion decides to remove the exiting Walgreens Sign from the Property, Licensee's right to have the City Logo on the existing Walgreens Sign shall naturally expire and Licensee shall have no further right with respect to Walgreens Sign and/or Property.

4. No Liens. Licensee shall not create or cause to be imposed, claimed, or filed upon the Property, or any portion thereof, or upon the interest therein of Licensor, any lien, charge, or encumbrance whatsoever. If, because of any act or omission of Licensee, any such lien, charge, or encumbrance shall be imposed, claimed, or filed, Licensee shall, at its sole expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise). If Licensee fails to comply with this Section, Licensor shall have the option of paying, satisfying, or otherwise discharging (by bonding or otherwise) such lien, charge, or encumbrance; in such an event, Licensee shall reimburse Licensor on demand for all sums paid by or otherwise incurred by Licensor in connection therewith.

5. Insurance.

Licensee is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28. Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the Licensee (as it now is written as it may be amended by the legislature at future dates).

Licensee Contractor Insurance: Licensee shall cause each of Licensee's contractors and subcontractors (each a "**Contractor**", and collectively, "**Contractors**") performing tests, inspections, construction, maintenance, repairs, or other work on the Property during the term of this Agreement, to procure and maintain at such Contractors' sole expense, the following minimum insurance, with insurers rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (ii) Workers' Compensation Insurance per Chapter 400, Florida Statutes, (iii) Employers' Liability Insurance with limits not less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each policy/maximum and, (iv) Business Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. In the event the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing 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. Before Licensee's Contractors enter the Property, copies of Licensee's Contractors' policies will be furnished to Licensor by Licensee. Licensee understands and agrees that the use of the Property for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

Subrogation; Additional Insured: Licensee and Licensee's Contractors' insurance shall be primary and include a waiver of subrogation in favor of Licensor. Licensee shall require its Contractors to list Licensor as an Additional Insured on their Commercial General Liability and Business Automobile Policies.

6. Intentionally Omitted.

7. Hazardous Materials. Neither Licensee nor any of its employees, agents, or contractors shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of Hazardous Materials (as defined herein) in, on, or about the Property in violation of any

applicable federal, state, or local laws, rules, regulations, ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. Licensee shall promptly notify Licensor of any claim received by Licensor from any person, entity, or governmental agency that a release or disposal of Hazardous Materials has occurred on the Property. If Licensee breaches this provision, then, without limiting any rights or remedies Licensor may have in such an event, Licensee shall promptly contain, remove, and dispose of the Hazardous Materials remediate and cleanup the affected area in accordance with applicable laws. "Hazardous Materials" shall mean any chemicals, materials, pollutants, or substances of any kind or nature defined as hazardous or toxic or regulated, governed, restricted, or prohibited by any federal, state, or local law, decision, statute, regulation, rule, or ordinance currently in existence or hereafter enacted or rendered, or which exceed standards set by any local governmental authority, the state in which the Property is located, or the United States of America, or other recognized and applicable industry standards or regulations, and shall include (without limitation) all oil, gasoline, and petroleum based substances.

8. Warranties and Authority. Licensor represents and warrants that Licensor has the full right, power, and authority to grant this license to Licensee as contemplated in this Agreement. Licensee represents and warrants to Licensor that it has the right, power, and authority to perform its obligations under this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Licensee, enforceable in accordance with its terms.

9. Effective Date. The "Effective Date" shall be the date that the last of Licensor or Licensee executes this Agreement, as set forth on the signature pages of this Agreement.

10. Termination/Expiration of Agreement. This Agreement, including specifically the grant of license set forth in Section 2 above, shall automatically terminate and expire upon the first to occur of: (i) Completion of the Work (as evidenced by Licensor's written approval thereof), or (ii) November 30, 2024. Notwithstanding the foregoing, this license remains in effect to the extent necessary for Licensee to carry out its obligation to maintain the Work pursuant to Section 3(h) above.

11. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed properly given upon receipt or refusal if sent by: (i) U.S. Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or (ii) nationally recognized overnight courier service. Delivery of a notice to an address from which the recipient has moved but failed to notify the other party of modification of such address as hereinafter provided shall be deemed to constitute receipt of such notice by the intended recipient. All notices shall be sent to the party entitled thereto at the following addresses:

Licensor:
Walgreen Co.
Attn: Laurie Hodge
106 Wilmot Road
Deerfield, IL 60015

Licensee:
City of Port St. Lucie Community Redevelopment Agency
Attention: Jennifer Davis, CRA Director
121 SW Port St. Lucie Blvd

Port St. Lucie, Florida 34984

With a Copy To:
City of Port St. Lucie
Attention: Roger Jacob, Facilities Director
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34984

The foregoing addresses may be modified by delivery of written notice of such modification to the party entitled thereto, which written notice shall be delivered and deemed effective as set forth herein.

12. Miscellaneous.

- a. Time is of the essence of each and every provision of this Agreement.
- b. This Agreement has been freely negotiated, and each party and their respective counsel have reviewed and revised this Agreement. The rule of construction providing that ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- c. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.
- d. Notwithstanding anything contained in this Agreement to the contrary, neither Licensee nor Licensor shall be deemed or constitute, in any way or for any purpose, a partner, joint venturer, or agent of the other.
- e. This instrument and the covenants and agreements contained herein shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, grantees, successors and assigns of the respective parties; provided, however, this Agreement may not be assigned, in whole or in part, by Licensee without the written consent of Licensee, which will not be unreasonably withheld.
- f. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings. Except as otherwise provided herein, this Agreement can only be changed, modified, or amended by an instrument in writing executed by the parties.
- g. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it shall be considered deleted from this Agreement and shall not affect, impair, or invalidate the remaining terms and conditions of this Agreement.
- h. In the event of any violation or threatened violation by either party of any of the terms, covenants, conditions, or provisions of this Agreement, the other party shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Agreement. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed at law or in equity.

i. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Property is located.

j. Intentionally Omitted.

k. The captions and headings in this Agreement have been inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of, or otherwise affect, the terms and conditions of this Agreement.

l. LICENSEE AND LICENSOR DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE WORK. THIS WAIVER IS A MATERIAL INDUCEMENT FOR LICENSOR AND LISCENSEE TO EACH ENTER INTO AND ACCEPT THIS AGREEMENT AND SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(SIGNATURES ON FOLLOWING PAGES)

Owner consents to and agrees Licensor has authority to enter into said License Agreement for Installation of Signage on the dates set forth below.

This Page Intentionally Left Blank

IN WITNESS WHEREOF, Licensor and Licensee have signed this License Agreement for Installation of Signage on the dates set forth below.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Licensor: WALGREEN CO.

[Signature]
Print Name: Tuesday Silvers
Address: 104 Wilmot Rd, Deerfield, IL

WG
LN

By: [Signature]
Name: Richard N Steiner
Title: Senior Director of Managing Counsel

Date: NOV-12-2024

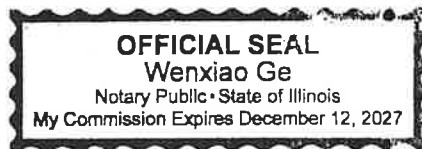
[Signature]
Print Name: JAMIE M. BATES
Address: 104 WILMOT RD, DEERFIELD, IL

Illinois
STATE OF ~~FLORIDA~~
COUNTY OF ~~POLK~~ Lake

The foregoing instrument was acknowledged before me this 12th day of November, 2024, by Richard N Steiner, as delegatee of Walgreen Co., on behalf of the corporation. He/She is personally known to me.

(NOTARY SEAL)

Notary Signature: Wenxiao Ge
Printed/typed name: Wenxiao Ge
Notary Public-State of: Illinois
My commission expires: 12-12-2027



(SIGNATURES CONTINUE ON FOLLOWING PAGE)

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Licensee:

THE CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT
AGENCY, a _____

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of The City of Port St. Lucie Community Redevelopment Agency, a _____, on behalf of the _____. Such person is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Signature: _____
Printed/typed name: _____
Notary Public-State of: _____
My commission expires: _____
Commission number: _____

Attachments:
Exhibit A – Legal Description of Property
Exhibit B – Photographs of Existing and New Signage

Exhibit A

Legal Description of Property

RIVERGATE OFFICE PLAZA LOT 4-LESS N 17.69 FT OF E 229.17 FT AND LESS RD R/W (PORT ST LUCIE BV)- (2.359 AC)

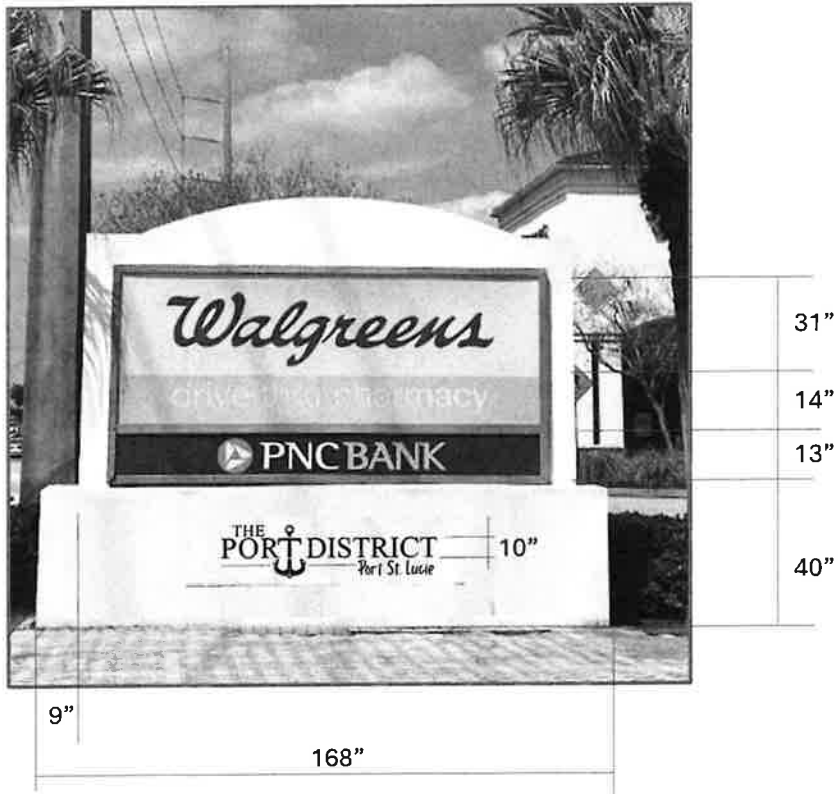
Exhibit B

Photographs of Existing and New Signage

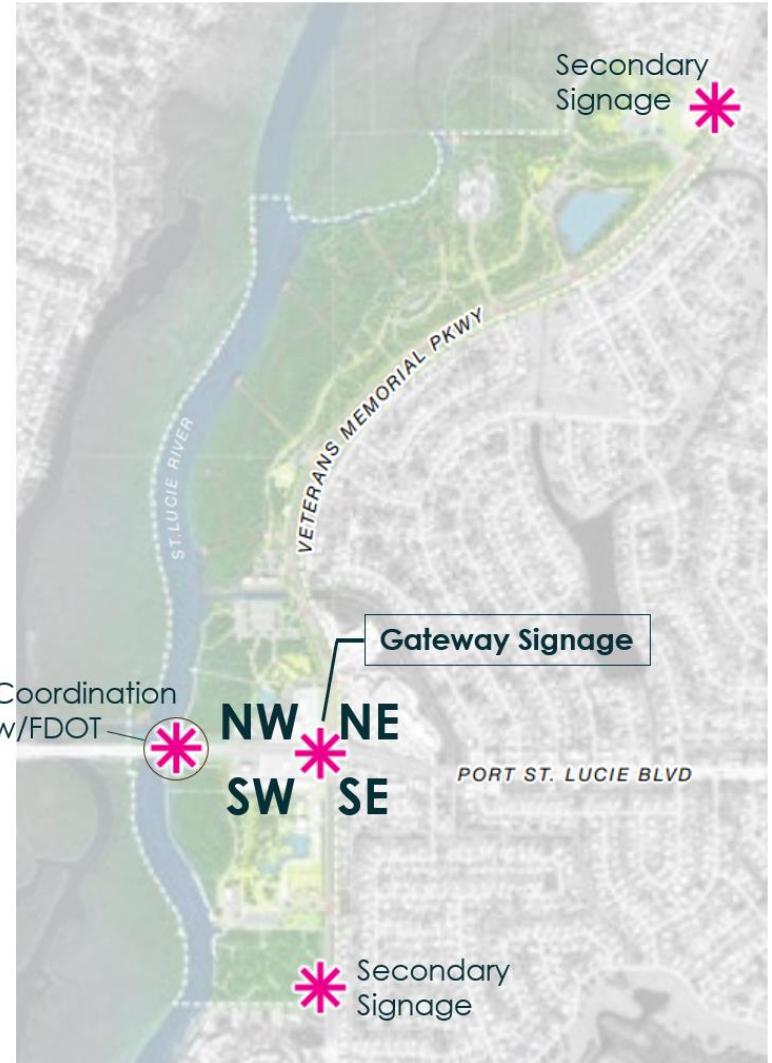
Existing



Proposed



Gateway Signage





Agenda Summary
2024-1179

Agenda Date: 11/25/2024

Agenda Item No.: 6.c

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve a License Agreement for Installation of The Port District Branding Lettering on Existing Signage at the Rivergate Plaza located at 1091 SE Port St. Lucie Boulevard.

Submitted By: Frank Knott, Project Manager, Community Redevelopment Agency

Strategic Plan Link: The City's Mission to enhance our community's beauty.

Summary Brief (Agreements/Contracts only)

1. Prepared by: City of Port St. Lucie and Real Sub, LLC
2. Parties: City of Port St. Lucie and Real Sub, LLC
3. Purpose: To add The Port District logo (Gateway Signage) to the Rivergate Plaza existing sign (fountain).
4. New/Renewal/Modified: New
5. Duration: 120 days from commencement of work and continued maintenance of The Port District Logo.
6. Benefits to Port St. Lucie: Provides branding for The Port District by creating Gateway Signage.
7. Cost to Port St. Lucie (Annual and Potential): Estimated installation cost \$5,000.00

Presentation Information: Staff will be available to answer any questions.

Staff Recommendation: Move that the Board approve the License Agreement for the installation of lettering on existing signage.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the License Agreement for the installation of lettering on existing signage.
2. Move that the Board not approve the License Agreement for the Installation of lettering on existing signage and provide staff with direction.

Background: The Port District Master Plan, adopted July 2021, identified the intersection of Port St. Lucie Boulevard and Veterans Memorial Parkway / Westmoreland Boulevard as a location for Port District Gateway Signage. On the northeast and southeast corners of the intersection there are two existing fountains with the previous branding of "Riverwalk North" and Riverwalk South", respectively.

Along with the two fountains at the intersection, two additional locations were identified for Gateway Signage: the existing Walgreens sign on the northwest corner, and the existing Mobil Gas Station sign on southwest

corner. The Gateway Signage utilizes the existing business signage and fountains while creating a sense of place for The Port District.

Issues/Analysis: N/A

Financial Information: The lettering fabrication and installation should cost approximately \$5,000.

Special Consideration: N/A

Location of Project: Northeast corner of Port St. Lucie Boulevard and Veterans Memorial Parkway.

Attachments:

1. License Agreement - Rivergate Plaza
2. Location Map

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: 24204-01

Legal Sufficiency Review:

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

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

C. Graham Carothers, Jr.
Trenam Law
200 Central Avenue, Suite 1600
St. Petersburg, Florida 33701

LICENSE AGREEMENT FOR INSTALLATION OF SIGNAGE

THIS LICENSE AGREEMENT FOR INSTALLATION OF SIGNAGE (“Agreement”) is entered into as of the Effective Date (as defined below), by and between Real Sub, LLC, a Florida limited liability company, whose mailing address is 3300 Publix Corporate Parkway, Lakeland, Florida 33811 (“Licensor”), and The City of Port St. Lucie Community Redevelopment Agency, a _____, whose mailing address is 121 SW Port St. Lucie (“Licensee”), with reference to the following facts:

A. Licensor is the fee simple owner of certain real property located in St. Lucie County, Florida, as more particularly described in **Exhibit A** attached hereto (the “Property”).

B. Licensee intends to replace existing signage with new signage on the “Rivergate Plaza” fountain located on the Property (the “Fountain”) in accordance with the photographs set forth in Exhibit B attached hereto (the “Work”).

C. Licensor desires to grant a license over, under, through and across the Property in favor of and for the benefit of Licensee in connection with its performance of the Work, subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the foregoing facts, the mutual covenants and agreements set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals to this Agreement are true and correct and, together with all exhibits to this Agreement, are hereby incorporated by this reference.

2. Grant of License. Subject at all times to the terms and conditions set forth herein, Licensor, for itself and its successors and assigns, hereby grants to Licensee a limited, non-exclusive right, privilege, and license over, under, across and through the Property temporarily in connection with the performance of the Work. Licensor makes no representations or warranties whatsoever with respect to the Property or the Fountain, the condition thereof, or the Fountain’s fitness for the purposes intended by Licensee, and Licensee represents and warrants that it has examined and approved all things concerning the Fountain that Licensee deems material to Licensee’s use thereof for purposes of the Work.

3. Performance of the Work.

a. Licensee shall perform the Work during the period commencing no earlier than the Effective Date of this Agreement, and ending no later than December 31, 2024 (the “Outside Completion Date”). Once Licensee has commenced the Work, Licensee shall diligently and expeditiously perform the Work to completion. “Completion” shall mean graphics have been installed by Licensee and approved in writing by the Licensor. In any event, Completion of the Work shall be within one hundred twenty (120) days after commencing

the Work. Licensee shall not perform any construction activities with respect to the Work on the following days: (i) the Wednesday before Easter through Easter Sunday; (ii) the week before Thanksgiving; and (iii) the week before Christmas.

b. Licensee shall promptly notify Licensor of any changes to the proposed signage as shown in Exhibit B attached hereto, and shall not proceed with the affected portion of the Work until such changes have been approved by Licensor. Licensor's approval of the proposed signage as shown in Exhibit B attached hereto shall neither constitute nor be construed as a certification by Licensor, its employees or agents, that the proposed signage meets or otherwise complies with applicable codes, laws, ordinances, rules, or regulations of any governmental authority or other applicable agency. The terms and provisions of this Section 3(b) shall survive the expiration or earlier termination of this Agreement.

c. Licensee shall, at its sole cost and expense, perform and complete the Work in a workmanlike manner in compliance with all applicable building codes, laws, ordinances, rules, and regulations of any governmental authority or other applicable agency having jurisdiction over the Property, including safety at the job site, and the security, location, maintenance, and physical condition of Licensee's materials and equipment thereon.

d. During the performance of the Work, Licensee shall use its best efforts to minimize the impact of construction on the business activities being conducted on or from the Property, including, but not limited to, not obstructing, blocking, or otherwise adversely affecting vehicular or pedestrian ingress and egress to and from, and parking on, the Property. Licensee's materials and equipment shall not block the view of any of Licensee's signage on the Property excluding signage on the Fountain, and Licensee shall confine the staging for such materials and equipment to an area designated by Licensor.

e. Licensee shall make a representative available during normal business hours for any questions or other communications from Licensor with respect to the performance of the Work.

f. Licensee shall use the Property solely and exclusively for the performance of the Work, and for absolutely no other use or purpose whatsoever without Licensor's prior written approval, which approval Licensor may withhold in its sole discretion.

g. Licensee shall, prior to the expiration of this Agreement, cause the Property and any other affected portion of the Property to be repaired and restored to a condition equal to or better than existing immediately before commencement of the Work. This repair and restoration obligation does not apply to the actual replacement of the Fountain with the Work as the intent of this Agreement is such replacement.

h. After Completion of the Work, Licensee shall be solely responsible for maintaining the Work in good and workmen like fashion. If Licensee fails to so maintain the Work Licensor may maintain the Work or remove the Work from the Property, at Licensee's cost, and at Licensor's discretion. Licensee shall have the right to enter the Property to the extent necessary to maintain the Work. This provision shall survive expiration or termination of this Agreement.

4. No Liens. Licensee shall not create or cause to be imposed, claimed, or filed upon the Property, or any portion thereof, or upon the interest therein of Licensor, any lien, charge, or encumbrance whatsoever. If, because of any act or omission of Licensee, any such lien, charge, or encumbrance shall be imposed, claimed, or filed, Licensee shall, at its sole expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise). If Licensee fails to comply with this Section, Licensor shall have the option of paying, satisfying, or otherwise discharging (by bonding or otherwise) such lien, charge, or encumbrance; in such an event, Licensee shall reimburse Licensor on demand for all sums paid by or otherwise incurred by Licensor in connection therewith.

5. Insurance.

Licensee is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28. Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the Licensee (as it now is written as it may be amended by the legislature at future dates).

Licensee Contractor Insurance: Licensee shall cause each of Licensee's contractors and subcontractors (each a "Contractor", and collectively, "Contractors") performing tests, inspections, construction, maintenance, repairs, or other work on the Property during the term of this Agreement, to procure and maintain at such Contractors' sole expense, the following minimum insurance, with insurers rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (ii) Workers' Compensation Insurance per Chapter 400, Florida Statutes, (iii) Employers' Liability Insurance with limits not less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each policy/maximum and, (iv) Business Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. In the event the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing 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. Before Licensee's Contractors enter the Property, copies of Licensee's Contractors' policies will be furnished to Licensor by Licensee. Licensee understands and agrees that the use of the Property for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

Subrogation; Additional Insured: Licensee and Licensee's Contractors' insurance shall be primary and include a waiver of subrogation in favor of Licensor. Licensee shall require its Contractors to list Licensor as an Additional Insured on their Commercial General Liability and Business Automobile Policies.

6. Intentionally Omitted.

7. Hazardous Materials. Neither Licensee nor any of its employees, agents, or contractors shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of Hazardous Materials (as defined herein) in, on, or about the Property in violation of any applicable federal, state, or local laws, rules, regulations, ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. Licensee shall promptly notify Licensor of any claim received by Licensor from any person, entity, or governmental agency that a release or disposal of Hazardous Materials has occurred on the Property. If Licensee breaches this provision, then, without limiting any rights or remedies Licensor may have in such an event, Licensee shall promptly contain, remove, and dispose of the Hazardous Materials remediate and cleanup the affected area in accordance with applicable laws. "Hazardous Materials" shall mean any chemicals, materials, pollutants, or substances of any kind or nature defined as hazardous or toxic or regulated, governed, restricted, or prohibited by any federal, state, or local law, decision, statute, regulation, rule, or ordinance currently in existence or hereafter enacted or rendered, or which exceed standards set by any local governmental authority, the state in which the Property is located, or the United States of America, or other recognized and applicable industry standards or regulations, and shall include (without limitation) all oil, gasoline, and petroleum based substances.

8. Warranties and Authority. Licensor represents and warrants that it is the owner of fee simple title to the Property and that Licensor has the full right, power, and authority to grant this license to Licensee as

contemplated in this Agreement. Licensee represents and warrants to Licensor that it has the right, power, and authority to perform its obligations under this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Licensee, enforceable in accordance with its terms.

9. Effective Date. The “Effective Date” shall be the date that the last of Licensor or Licensee executes this Agreement, as set forth on the signature pages of this Agreement.

10. Termination/Expiration of Agreement. This Agreement, including specifically the grant of license set forth in Section 2 above, shall automatically terminate and expire upon the first to occur of: (i) Completion of the Work (as evidenced by Licensor’s written approval thereof), or (ii) November 30, 2024. Notwithstanding the foregoing, this license remains in effect to the extent necessary for Licensee to carry out its obligation to maintain the Work pursuant to Section 3(h) above.

11. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed properly given upon receipt or refusal if sent by: (i) U.S. Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or (ii) nationally recognized overnight courier service. Delivery of a notice to an address from which the recipient has moved but failed to notify the other party of modification of such address as hereinafter provided shall be deemed to constitute receipt of such notice by the intended recipient. All notices shall be sent to the party entitled thereto at the following addresses:

Licensor:

Real Sub, LLC
 c/o Publix Super Markets, Inc.
 3300 Publix Corporate Parkway
 Lakeland, Florida 33811
 Attention: Vice President, Real Estate *Assets*

With a Copy To:
 Publix Super Markets, Inc.
 Managing Real Estate Attorney
 3300 Publix Corporate Parkway
 Lakeland, Florida 33811-3002

Licensee:

City of Port St. Lucie Community Redevelopment Agency
 Attention: Jennifer Davis, CRA Director
 121 SW Port St. Lucie Blvd
 Port St. Lucie, Florida 34984

With a Copy To:
 City of Port St. Lucie
 Attention: Roger Jacob, Facilities Director
 121 SW Port St. Lucie Blvd
 Port St. Lucie, Florida 34984

The foregoing addresses may be modified by delivery of written notice of such modification to the party entitled thereto, which written notice shall be delivered and deemed effective as set forth herein.

12. Miscellaneous.

a. Time is of the essence of each and every provision of this Agreement.

b. This Agreement has been freely negotiated, and each party and their respective counsel have reviewed and revised this Agreement. The rule of construction providing that ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

c. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.

d. Notwithstanding anything contained in this Agreement to the contrary, neither Licensee nor Licensor shall be deemed or constitute, in any way or for any purpose, a partner, joint venturer, or agent of the other.

e. This instrument and the covenants and agreements contained herein shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, grantees, successors and assigns of the respective parties; provided, however, this Agreement may not be assigned, in whole or in part, by Licensee without the written consent of Licensee, which will not be unreasonably withheld .

f. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings. Except as otherwise provided herein, this Agreement can only be changed, modified, or amended by an instrument in writing executed by the parties.

g. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it shall be considered deleted from this Agreement and shall not affect, impair, or invalidate the remaining terms and conditions of this Agreement.

h. In the event of any violation or threatened violation by either party of any of the terms, covenants, conditions, or provisions of this Agreement, the other party shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Agreement. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed at law or in equity.

i. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Property is located.

j. Intentionally Omitted.

k. The captions and headings in this Agreement have been inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of, or otherwise affect, the terms and conditions of this Agreement.

l. LICENSEE AND LICENSOR DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY

ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE WORK. THIS WAIVER IS A MATERIAL INDUCEMENT FOR LICENSOR AND LISCENSEE TO EACH ENTER INTO AND ACCEPT THIS AGREEMENT AND SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

IN WITNESS WHEREOF, Licensor and Licensee have signed this License Agreement for Installation of Signage on the dates set forth below.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Licensor:

REAL SUB, LLC,
a Florida limited liability company

By: William W Rayburn, IV
William W. Rayburn, IV
Vice president of Real Estate Assets

Amber Alexander

Print Name: Amber Alexander
3300 Publix Corporate Parkway
Lakeland, FL 33811

Mallory Arrigo

Print Name: Mallory Arrigo
3300 Publix Corporate Parkway
Lakeland, FL 33811

Date: 11-05-2024

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 5th day of November, 2024, by William W. Rayburn, IV, as Vice President of Real Estate Assets of REAL SUB, LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me.

(NOTARY SEAL)



PATRICIA COOLEY
Commission # HH 255253
Expires August 20, 2026

Notary Signature: [Signature]
Printed/typed name: _____
Notary Public-State of: _____
My commission expires: _____
Commission number: _____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Licensee:

THE CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT
AGENCY, a _____

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of The City of Port St. Lucie Community Redevelopment Agency, a _____, on behalf of the _____. Such person is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Signature: _____
Printed/typed name: _____
Notary Public-State of: _____
My commission expires: _____
Commission number: _____

Attachments:
Exhibit A – Legal Description of Property
Exhibit B – Photographs of Existing and New Signage

Exhibit A**Legal Description of Property**

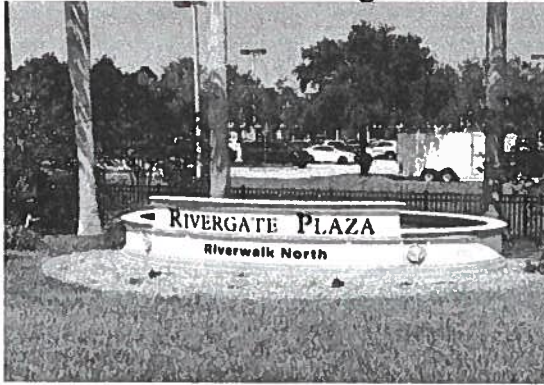
St. Lucie County Parcel ID 3422-525-0003-000-8

SOUTH PORT ST LUCIE-UNIT 05- THAT PART OF TRACT D MPDAF: FROM SW COR OF NW 1/4 OF SEC 11 37 40, TH N ALG SEC LI 300 FT, TH E 50 FT TO N RD R/W LI OF PSL BV AND POB AND CURVE CONC NE, R OF 50 FT, TH SELY ALG ARC 76.11 FT TO CURVE CONC S, R OF 2579 FT, TH SELY ALG ARC 61.69 FT, TH S 77 47 04 E 109 FT, TH S 73 28 27 E 111 FT, TH S 74 59 54 E 97.23 FT, TH N 10 FT, TH SELY 495.62 FT, TH NELY 119.97 FT, TO CURVE CONC W, R OF 125 FT, TH NLY AND NWLY ALG ARC 62.80 FT TH N 28 44 22 W 685.52 FT, TH N 89 57 21 W 575.49 FT TO E RD R/W LI OF VETERANS MEMORIAL PKWY AND CURVE CONC W, R OF 1174.98 FT, TH SLY ALG ARC 87.56 FT, TH S 88 43 57 E 32.90 FT, TH S 47 48 51 E 22.41 FT, TH S 42 11 09 W 21 FT, TH S 47 48 51 E 52 FT, TH S 42 11 09 W 22.50 FT, TH S 47 48 51 E 144 FT, TH S 42 11 09 W 34 FT, TH N 47 48 51 W 23 FT, TH S 42 11 09 W 146.96 FT, TH S 89 57 31 W 20 FT TO E RD R/W LI OF VETERANS MEMORIAL PKWY, TH S 00 03 22 E ALG E R/W LI 170.06 FT TO POB (11.72 AC) (MAP 44/11N) (OR 4065-1509)

Exhibit B

Photographs of Existing and New Signage

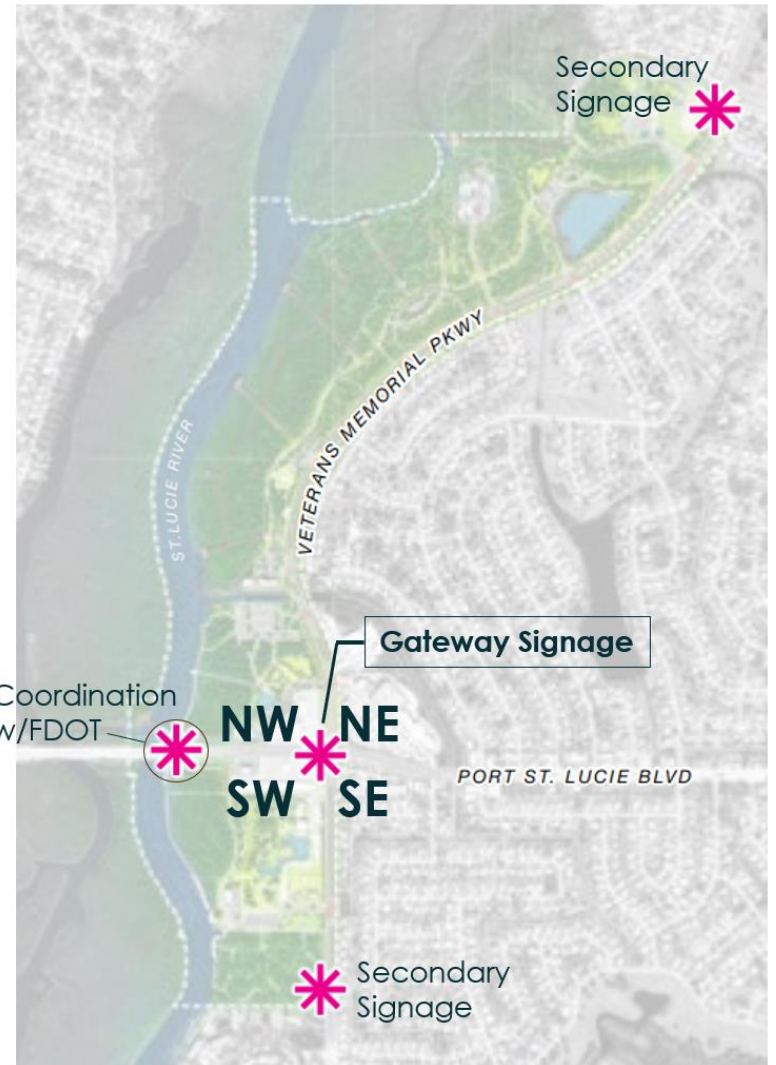
Existing



New



Gateway Signage





Agenda Summary
2024-1180

Agenda Date: 11/25/2024

Agenda Item No.: 6.d

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve a License Agreement for Installation of The Port District Branding Lettering on Existing Signage at the Mobil Gas Station located at 1090 SE Port St. Lucie Boulevard.

Submitted By: Frank Knott, Project Manager, Community Redevelopment Agency

Strategic Plan Link: The City's Mission to enhance our community's beauty.

Summary Brief (Agreements/Contracts only)

1. Prepared by: City of Port St. Lucie and Automated Petroleum & Energy Company, Inc. (Mobil Gas Station)
2. Parties: City of Port St. Lucie Mobil Gas Station
3. Purpose: To add The Port District logo (Gateway Signage) to the Mobil Gas Station's existing sign.
4. New/Renewal/Modified: New
5. Duration: 120 days from commencement of work and continued maintenance of The Port District Logo.
6. Benefits to Port St. Lucie: Provides branding for The Port District by creating Gateway Signage.
7. Cost to Port St. Lucie (Annual and Potential): Estimated installation cost \$5,000.00

Presentation Information: Staff will be available to answer any questions.

Staff Recommendation: Move that the Board approve the License Agreement for the installation of lettering on existing signage.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the License Agreement for the installation of lettering on existing signage.
2. Move that the Board not approve the License Agreement for the installation of lettering on existing signage and provide staff with direction.

Background: The Port District Master Plan, adopted July 2021, identified the intersection of Port St. Lucie Boulevard and Veterans Memorial Parkway / Westmoreland Boulevard as a location for Port District Gateway Signage. On the northeast and southeast corners of the intersection there are two existing fountains with the previous branding of "Riverwalk North" and "Riverwalk South", respectively.

Along with the two fountains at the intersection, two additional locations were identified for Gateway Signage:

the existing Walgreens sign on the northwest corner, and the existing Mobil Gas Station sign on southwest corner. The Gateway Signage utilizes the existing business signage and fountains while creating a sense of place for The Port District.

Issues/Analysis: N/A

Financial Information: The lettering fabrication and installation should cost approximately \$5,000.

Special Consideration: N/A

Location of Project: Southwest corner of Port St. Lucie Boulevard and Westmoreland Boulevard.

Attachments:

1. License Agreement - Mobil Gas Station
2. Location Map

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: 24234-01

Legal Sufficiency Review:

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

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

LICENSE AGREEMENT FOR INSTALLATION OF SIGNAGE

THIS LICENSE AGREEMENT FOR INSTALLATION OF SIGNAGE (“Agreement”) is entered into as of the Effective Date (as defined below), by and between Automated Petroleum & Energy Company, Inc., whose mailing address is 1201 Oakfield Drive, Suite 109, Brandon, Florida 33511 (“Licensor”), and The City of Port St. Lucie Community Redevelopment Agency, a public body corporate and politic of the State of Florida, whose mailing address is 121 SW Port St. Lucie Blvd, Port St. Lucie, Florida 34984 (“Licensee”), with reference to the following facts:

- A. Licensor is the fee simple owner of certain real property located in St. Lucie County, Florida, as more particularly described in **Exhibit A** attached hereto (the “Property”).
- B. Licensee intends to add the City Logo to the existing “Walgreens Sign” in accordance with the photographs set forth in **Exhibit B** attached hereto (the “Work”).
- C. Licensor desires to grant a license over, under, through and across the Property in favor of and for the benefit of Licensee in connection with its performance of the Work, subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the foregoing facts, the mutual covenants and agreements set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Recitals.** The recitals to this Agreement are true and correct and, together with all exhibits to this Agreement, are hereby incorporated by this reference.
- 2. **Grant of License.** Subject at all times to the terms and conditions set forth herein, Licensor, for itself and its successors and assigns, hereby grants to Licensee a limited, non-exclusive right, privilege, and license over, under, across and through the Property temporarily in connection with the performance of the Work. Licensor makes no representations or warranties whatsoever with respect to the Property or the Fountain, the condition thereof, or the Fountain’s fitness for the purposes intended by Licensee, and Licensee represents and warrants that it has examined and approved all things concerning the Fountain that Licensee deems material to Licensee’s use thereof for purposes of the Work.
- 3. **Performance of the Work.**
 - a. Licensee shall perform the Work during the period commencing no earlier than the Effective Date of this Agreement and ending no later than December 31, 2024 (the “Outside Completion Date”). Once Licensee has commenced the Work, Licensee shall diligently and expeditiously perform the Work to completion. “Completion” shall mean graphics have been installed by Licensee and approved in writing by the Licensor. In any event, Completion of the Work shall be within one hundred twenty (120) days after commencing the Work. Licensee shall not perform any construction activities with respect to the Work on the following days: (i) the Wednesday before Easter through Easter Sunday; (ii) the week before Thanksgiving; and (iii) the week before Christmas.

b. Licensee shall promptly notify Licensor of any changes to the proposed signage as shown in **Exhibit "B"** attached hereto, and shall not proceed with the affected portion of the Work until such changes have been approved by Licensor. Licensor's approval of the proposed signage as shown in **Exhibit "B"** attached hereto shall neither constitute nor be construed as a certification by Licensor, its employees or agents, that the proposed signage meets or otherwise complies with applicable codes, laws, ordinances, rules, or regulations of any governmental authority or other applicable agency. The terms and provisions of this Section 3(b) shall survive the expiration or earlier termination of this Agreement.

c. Licensee shall, at its sole cost and expense, perform and complete the Work in a workmanlike manner in compliance with all applicable building codes, laws, ordinances, rules, and regulations of any governmental authority or other applicable agency having jurisdiction over the Property, including safety at the job site, and the security, location, maintenance, and physical condition of Licensee's materials and equipment thereon.

d. During the performance of the Work, Licensee shall use its best efforts to minimize the impact of construction on the business activities being conducted on or from the Property, including, but not limited to, not obstructing, blocking, or otherwise adversely affecting vehicular or pedestrian ingress and egress to and from, and parking on, the Property. Licensee's materials and equipment shall not block the view of any of Licensee's signage on the Property excluding signage on the Fountain, and Licensee shall confine the staging for such materials and equipment to an area designated by Licensor.

e. Licensee shall make a representative available during normal business hours for any questions or other communications from Licensor with respect to the performance of the Work.

f. Licensee shall use the Property solely and exclusively for the performance of the Work, and for absolutely no other use or purpose whatsoever without Licensor's prior written approval, which approval Licensor may withhold in its sole discretion.

g. Licensee shall, prior to the expiration of this Agreement, cause the Property and any other affected portion of the Property to be repaired and restored to a condition equal to or better than existing immediately before commencement of the Work. This repair and restoration obligation does not apply to the actual installation of the Work as the intent of this Agreement is such installation.

h. After Completion of the Work, Licensee shall be solely responsible for maintaining the Work in good and workmen like fashion. If Licensee fails to so maintain the Work Licensor may maintain the Work or remove the Work from the Property, at Licensee's cost, and at Licensor's discretion. Licensee shall have the right to enter the Property to the extent necessary to maintain the Work. This provision shall survive expiration or termination of this Agreement.

4. No Liens. Licensee shall not create or cause to be imposed, claimed, or filed upon the Property, or any portion thereof, or upon the interest therein of Licensor, any lien, charge, or encumbrance whatsoever. If, because of any act or omission of Licensee, any such lien, charge, or encumbrance shall be imposed, claimed, or filed, Licensee shall, at its sole expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise). If Licensee fails to comply with this Section, Licensor shall have the option of paying, satisfying, or otherwise discharging (by bonding or otherwise) such lien, charge, or encumbrance; in such an event, Licensee shall reimburse Licensor on demand for all sums paid by or otherwise incurred by Licensor in connection therewith.

5. Insurance.

Licensee is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28. Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the Licensee (as it now is written as it may be amended by the legislature at future dates).

Licensee Contractor Insurance: Licensee shall cause each of Licensee's contractors and subcontractors (each a "**Contractor**", and collectively, "**Contractors**") performing tests, inspections, construction, maintenance, repairs, or other work on the Property during the term of this Agreement, to procure and maintain at such Contractors' sole expense, the following minimum insurance, with insurers rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (ii) Workers' Compensation Insurance per Chapter 400, Florida Statutes, (iii) Employers' Liability Insurance with limits not less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each policy/maximum and, (iv) Business Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. In the event the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing 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. Before Licensee's Contractors enter the Property, copies of Licensee's Contractors' policies will be furnished to Licensor by Licensee. Licensee understands and agrees that the use of the Property for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

Subrogation; Additional Insured: Licensee and Licensee's Contractors' insurance shall be primary and include a waiver of subrogation in favor of Licensor. Licensee shall require its Contractors to list Licensor as an Additional Insured on their Commercial General Liability and Business Automobile Policies.

6. Intentionally Omitted.

7. Hazardous Materials. Neither Licensee nor any of its employees, agents, or contractors shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of Hazardous Materials (as defined herein) in, on, or about the Property in violation of any applicable federal, state, or local laws, rules, regulations, ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. Licensee shall promptly notify Licensor of any claim received by Licensor from any person, entity, or governmental agency that a release or disposal of Hazardous Materials has occurred on the Property. If Licensee breaches this provision, then, without limiting any rights or remedies Licensor may have in such an event, Licensee shall promptly contain, remove, and dispose of the Hazardous Materials remediate and cleanup the affected area in accordance with applicable laws. "Hazardous Materials" shall mean any chemicals, materials, pollutants, or substances of any kind or nature defined as hazardous or toxic or regulated, governed, restricted, or prohibited by any federal, state, or local law, decision, statute, regulation, rule, or ordinance currently in existence or hereafter enacted or rendered, or which exceed standards set by any local governmental authority, the state in which the Property is located, or the United States of America, or other recognized and applicable industry standards or regulations, and shall include (without limitation) all oil, gasoline, and petroleum based substances.

8. Warranties and Authority. Licensor represents and warrants that it is the owner of fee simple title to the Property and that Licensor has the full right, power, and authority to grant this license to Licensee as contemplated in this Agreement. Licensee represents and warrants to Licensor that it has the right, power, and authority to perform its obligations under this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Licensee, enforceable in accordance with its terms.

9. Effective Date. The “Effective Date” shall be the date that the last of Licensor or Licensee executes this Agreement, as set forth on the signature pages of this Agreement.

10. Termination/Expiration of Agreement. This Agreement, including specifically the grant of license set forth in Section 2 above, shall automatically terminate and expire upon the first to occur of: (i) Completion of the Work (as evidenced by Licensor’s written approval thereof), or (ii) November 30, 2024. Notwithstanding the foregoing, this license remains in effect to the extent necessary for Licensee to carry out its obligation to maintain the Work pursuant to Section 3(h) above.

11. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed properly given upon receipt or refusal if sent by: (i) U.S. Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or (ii) nationally recognized overnight courier service. Delivery of a notice to an address from which the recipient has moved but failed to notify the other party of modification of such address as hereinafter provided shall be deemed to constitute receipt of such notice by the intended recipient. All notices shall be sent to the party entitled thereto at the following addresses:

Licensor:

Automated Petroleum & Energy Company, Inc.
Attention: William D. McKnight, President
1201 Oakfield Drive, Suite 109
Brandon, Florida 33511

Licensee:

City of Port St. Lucie Community Redevelopment Agency
Attention: Jennifer Davis, CRA Director
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34984

With a Copy To:

City of Port St. Lucie
Attention: Roger Jacob, Facilities Director
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34984

The foregoing addresses may be modified by delivery of written notice of such modification to the party entitled thereto, which written notice shall be delivered and deemed effective as set forth herein.

12. Miscellaneous.

a. Time is of the essence of each and every provision of this Agreement.

b. This Agreement has been freely negotiated, and each party and their respective counsel have reviewed and revised this Agreement. The rule of construction providing that ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

c. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.

d. Notwithstanding anything contained in this Agreement to the contrary, neither Licensee nor Licensor shall be deemed or constitute, in any way or for any purpose, a partner, joint venturer, or agent of the other.

e. This instrument and the covenants and agreements contained herein shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, grantees, successors and assigns of the respective parties; provided, however, this Agreement may not be assigned, in whole or in part, by Licensee without the written consent of Licensee, which will not be unreasonably withheld.

f. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings. Except as otherwise provided herein, this Agreement can only be changed, modified, or amended by an instrument in writing executed by the parties.

g. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it shall be considered deleted from this Agreement and shall not affect, impair, or invalidate the remaining terms and conditions of this Agreement.

h. In the event of any violation or threatened violation by either party of any of the terms, covenants, conditions, or provisions of this Agreement, the other party shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Agreement. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed at law or in equity.

i. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Property is located.

j. Intentionally Omitted.

k. The captions and headings in this Agreement have been inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of, or otherwise affect, the terms and conditions of this Agreement.

l. LICENSEE AND LICENSOR DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE WORK. THIS WAIVER IS A MATERIAL INDUCEMENT FOR LICENSOR AND LICENSEE TO EACH ENTER INTO AND ACCEPT THIS AGREEMENT AND SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

IN WITNESS WHEREOF, Licensor and Licensee have signed this License Agreement for Installation of Signage on the dates set forth below.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Licensor:
AUTOMATED PETROLEUM & ENERGGY
COMPANY, INC.

By: [Signature]
Name: Willaim D. McKnight
Title: President

Date: September 20, 2024

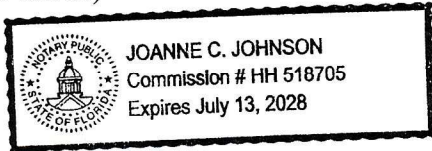
[Signature]
Print Name: Angela Wynn
1201 Oakfield Dr., Brandon, FL, 33511

[Signature]
Print Name: Joanne C. Johnson
1201 Oakfield Dr., Brandon, FL 33511

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 20th day of September, 2024, by Willaim D. McKnight, as President of Automated Petroleum & Energy Company, Inc., on behalf of the corporation. He is personally known to me.

(NOTARY SEAL)



[Signature]
Notary Signature: _____
Printed/typed name: Joanne C. Johnson
Notary Public-State of: Florida
My commission expires: July 13, 2028
Commission number: HH 518705

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Licensee:

THE CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT
AGENCY, a _____

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of The City of Port St. Lucie Community Redevelopment Agency, a _____, on behalf of the _____. Such person is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Signature: _____
Printed/typed name: _____
Notary Public-State of: _____
My commission expires: _____
Commission number: _____

Attachments:
Exhibit A – Legal Description of Property
Exhibit B – Photographs of Existing and New Signage

Exhibit A

Legal Description of Property

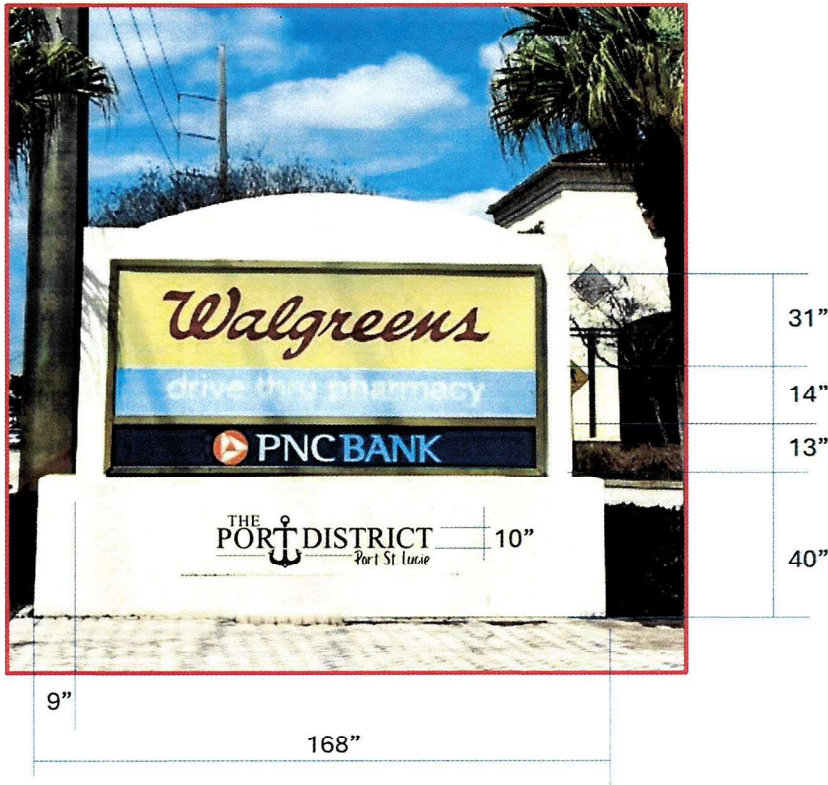
BRIDGE PLAZA TRACT A-LESS RD R/W- (OR 3582-1808)

Exhibit B

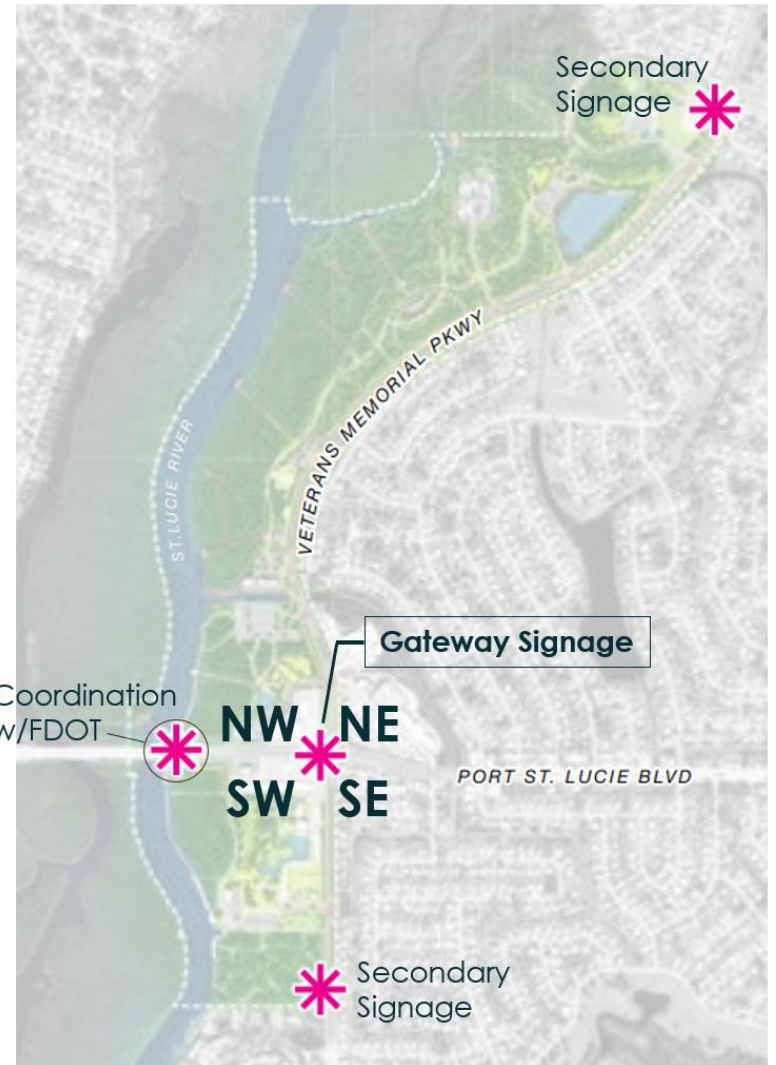
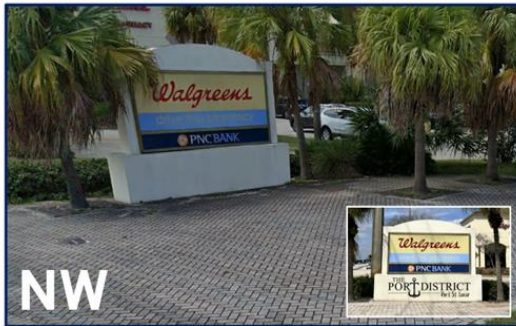
Photographs of Existing and New Signage



Utilized the Walgreens sign as an example due to the palm trees blocking the Mobil sign.



Gateway Signage





Agenda Summary
2024-1159

Agenda Date: 11/25/2024

Agenda Item No.: 8.a

Placement: New Business

Action Requested: Discussion

Update on Branding for The Port District and Walton & One

Submitted By: Jennifer Davis, Director, Community Redevelopment Agency

Executive Summary (General Business): Branding efforts are underway for two destination projects within the City's Community Redevelopment Areas (CRAs): The Port District and Walton & One. Each destination has a unique opportunity for placemaking with signage and public art, as outlined in the respective master plans.

Presentation Information: Staff will provide a brief presentation

Staff Recommendation: Move that the Board authorize staff to move forward with branding efforts as presented.

Alternate Recommendations:

1. Move that the Board amend the recommendation and authorize staff to move forward with branding efforts as presented.
2. Move that the Board provide staff with additional direction.

Background: The CRA staff have been working with several departments on branding efforts for The Port District and Walton & One. Both destinations are in eastern Port St. Lucie and in need of placemaking branding to help further develop these sites.

The Port District - This destination opened in June 2024 and includes Pioneer Park, the Event Lawn, the Boardwalk, History Museum, Botanical Gardens, and more. Branding this area is important to furthering the recognition and placemaking for this unique destination in eastern Port St. Lucie. Additional projects in The Port District were identified in the master plan, but remain unfunded at this time. The branding efforts presented are intended to be implemented further as additional projects come online in future years.

Walton & One - With the recently approved master plan and economic development projects under review, the redevelopment of the entire site is in its infancy stage. Further, a reimaged master sign program will be forthcoming, once revised. In the interim, staff recommends updating the decals on directional signage within the site, as well as provide an interim solution for addressing the non-functioning marquee sign at the corner of US Highway One and Walton Road. In the past, this sign provided marketing on upcoming events related to the City and Community Center, separate from the newly installed MidFlorida Event Center marquee sign. To repair the currently non-functioning message sign would be upwards of \$80,000, which does not include current branding or technology updates that will be needed for future development. Staff has been working

closely with Facilities on options for the sign and are presenting the most cost-effective opportunity during the development of the overall site. As the CRA entertain offers for development of the site, we have the option to negotiate and obligate a potential buyer in Walton & One to pay for a replacement sign, or the City / CRA can budget for this replacement sign in a future CIP item.

Issues/Analysis: N/A

Financial Information: The Port District Branding Budget was established at \$300,000. To date, \$165,468 has been expended on projects. An additional \$100,000 in projects has been identified and being presented for CRA Board consideration, leaving a balance of \$34,532 in branding funds. The Walton & One initial branding efforts are estimated to total \$38,400.

Special Consideration: The proposed gateway signage modifications for The Port District will be a companion item to a License Agreement being presented this evening for the proposed improvements.

Location of Project: The Port District is located along the west side of Westmoreland Blvd / Veterans Memorial Parkway from the Preserve Tract on the south end up to Lyngate Park on the north end. Walton & One is located at the southeast corner of Walton Road and US Highway One.

Attachments: CRA Branding presentation

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.

Legal Sufficiency Review:

N/A



Community Redevelopment Agency

Branding Discussion



THE
PORT
Port St. Lucie





Branding Budget - \$300,000

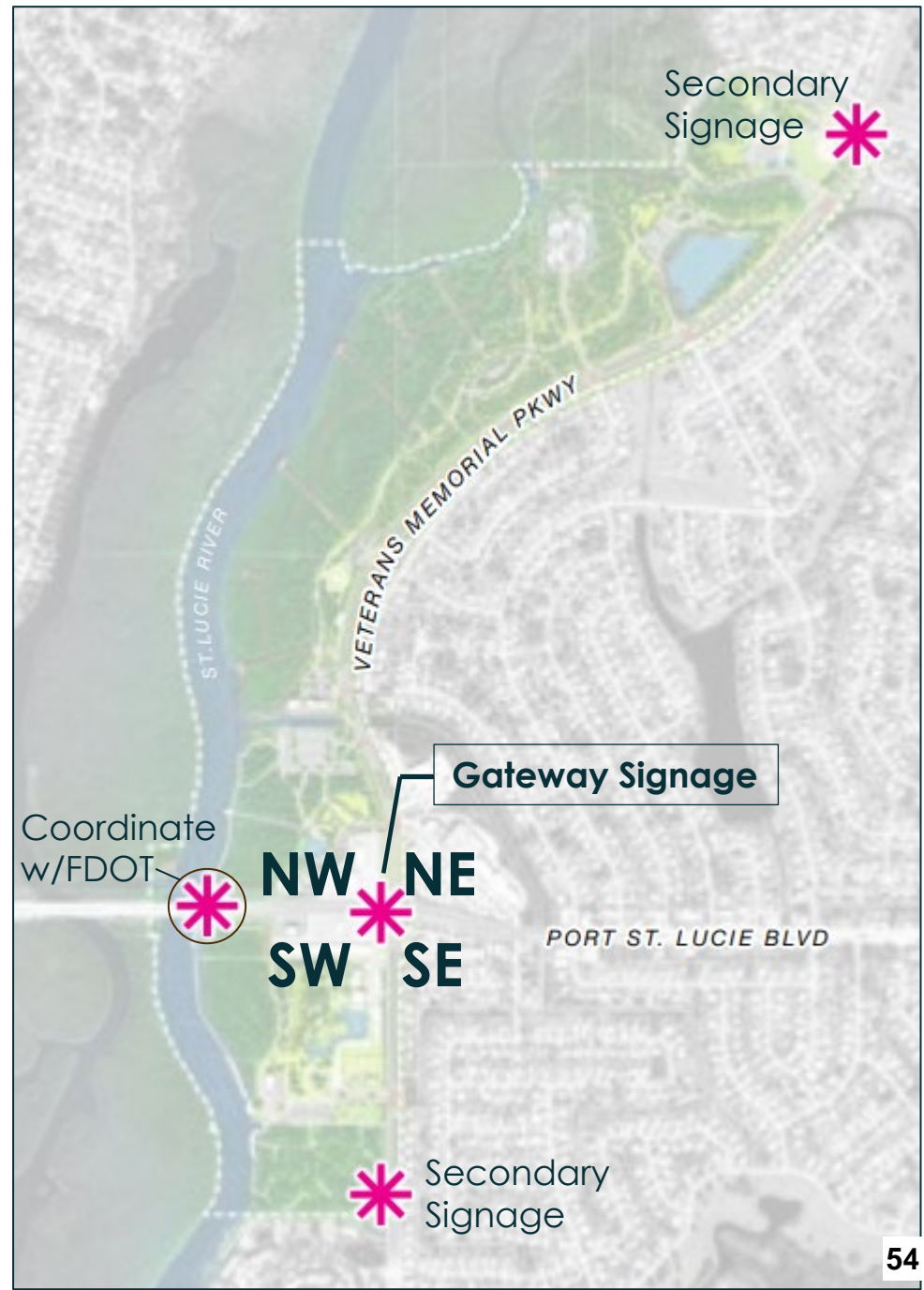
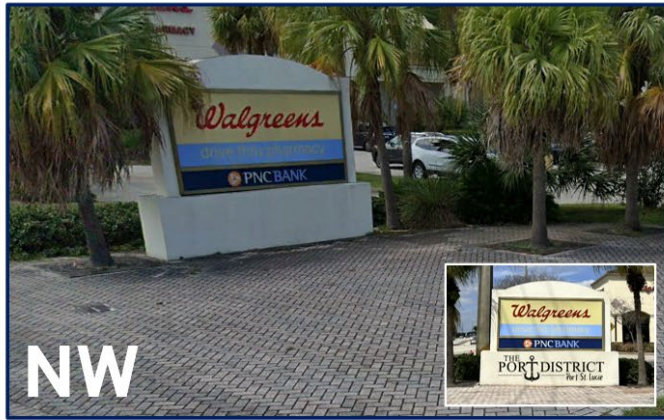


| | |
|-------------------------|---|
| \$ 9,813 | Feather Flags (68 total) |
| \$ 9,192 | Electrical Contractor (Digital Sign) |
| <u>\$146,463</u> | Digital Sign |
| \$165,468 | Spent to Date |
| <u>\$134,532</u> | Remaining Budget |



Gateway Signage

THE
PORT
Port St. Lucie 





Secondary Signage with Public Art



Twenty anchor sculptures are appearing around the north east of Scotland and the Northern isles as part of a fundraising campaign.

The Aberdeen, Aberdeenshire, Moray, Orkney and Shetland public art trail has been decorated by artists to aid cancer charity Friends of Anchor.

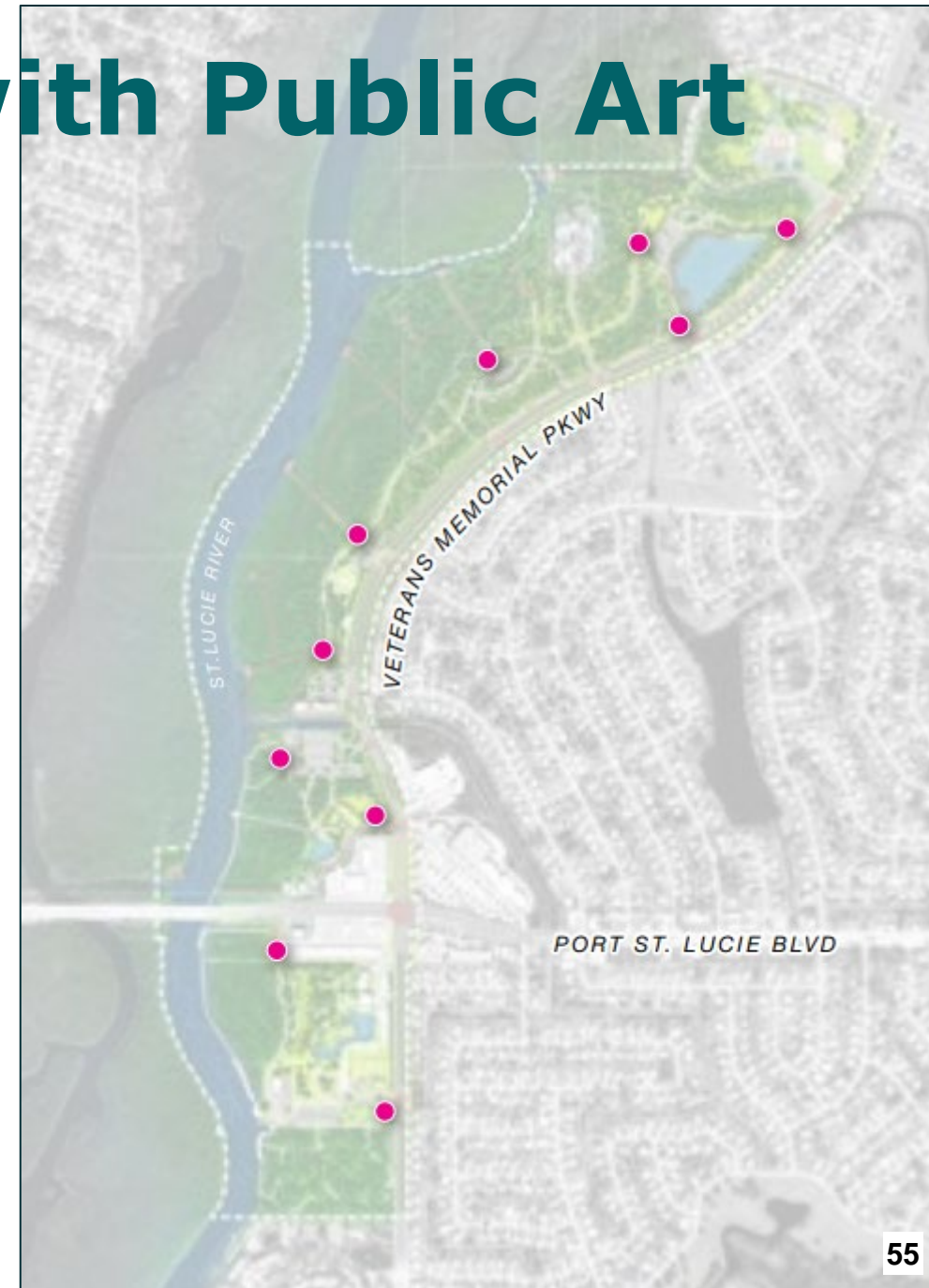
The sculptures will eventually be auctioned off.

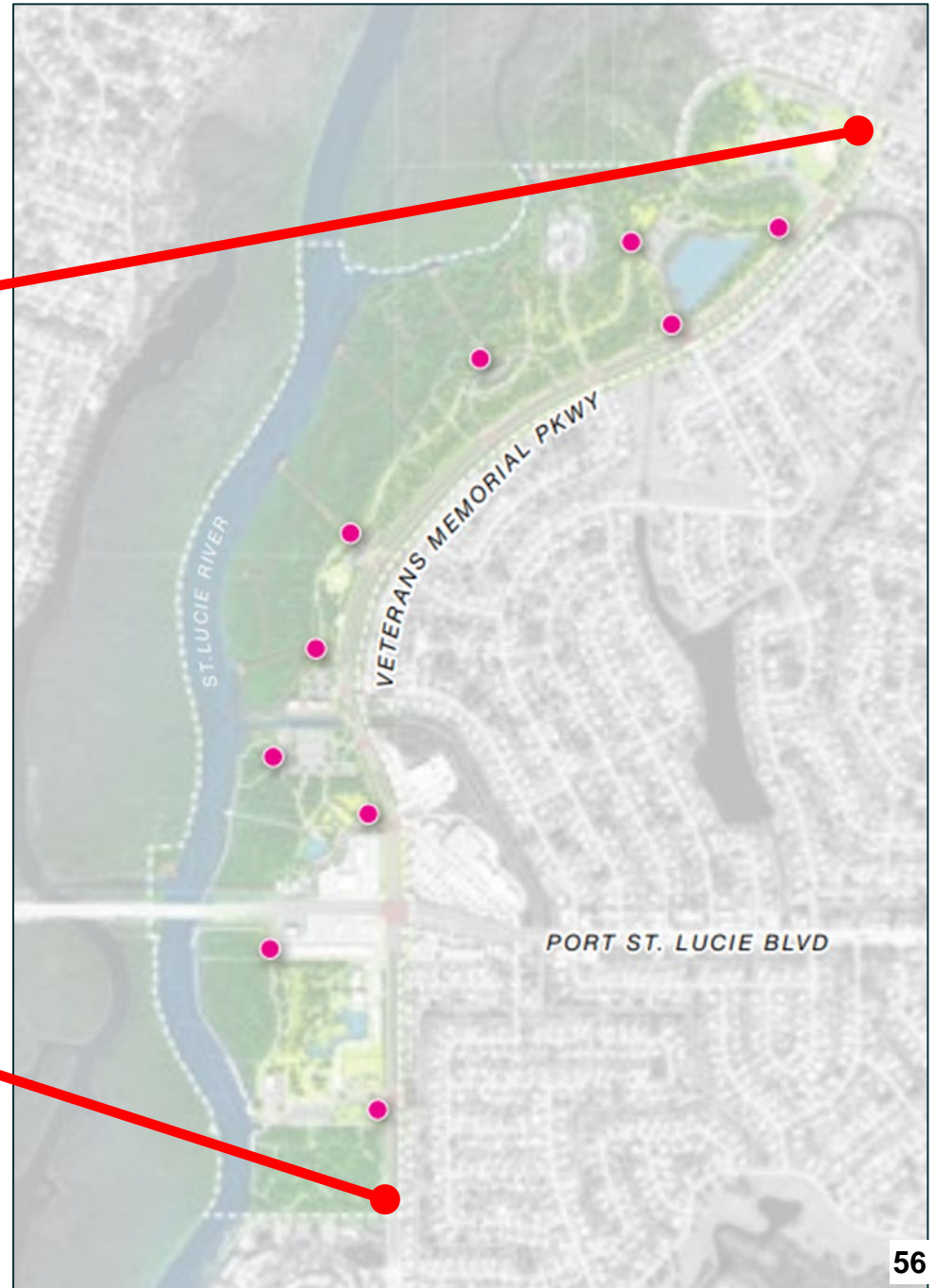
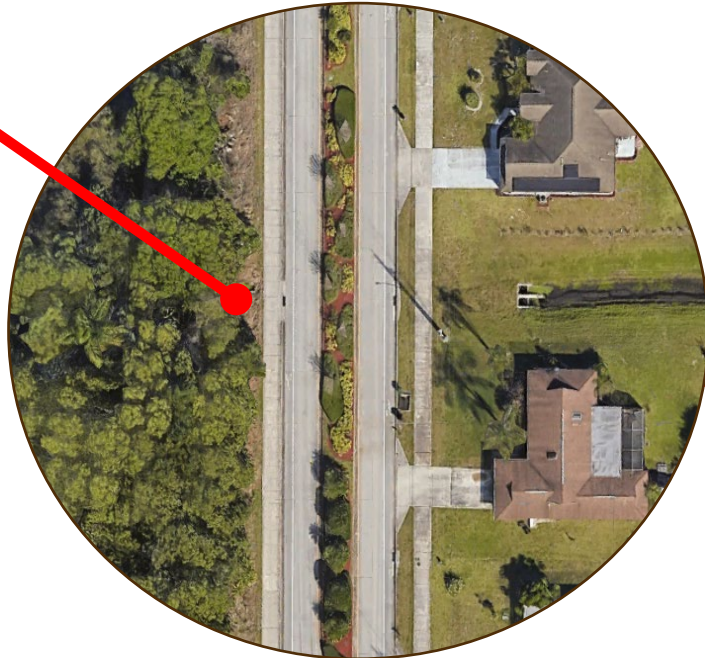
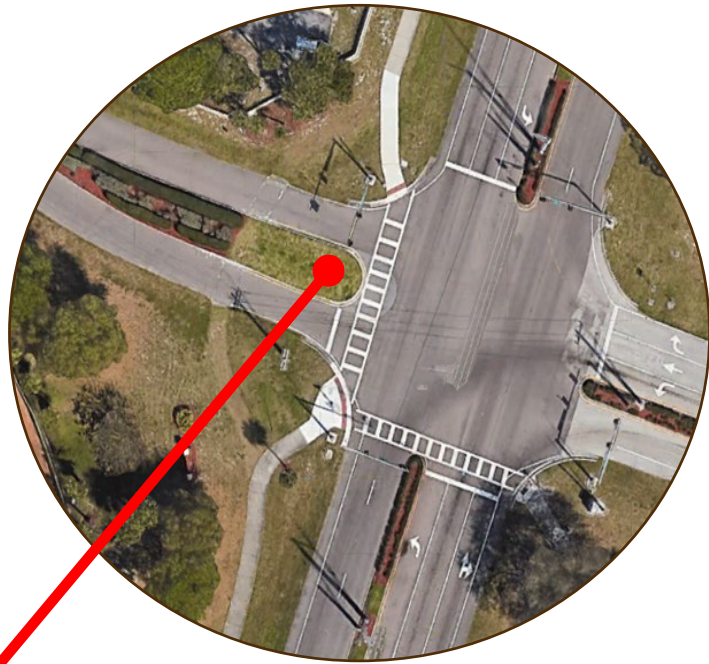
The money will go towards a project to establish a world-class oncology research unit in Aberdeen.

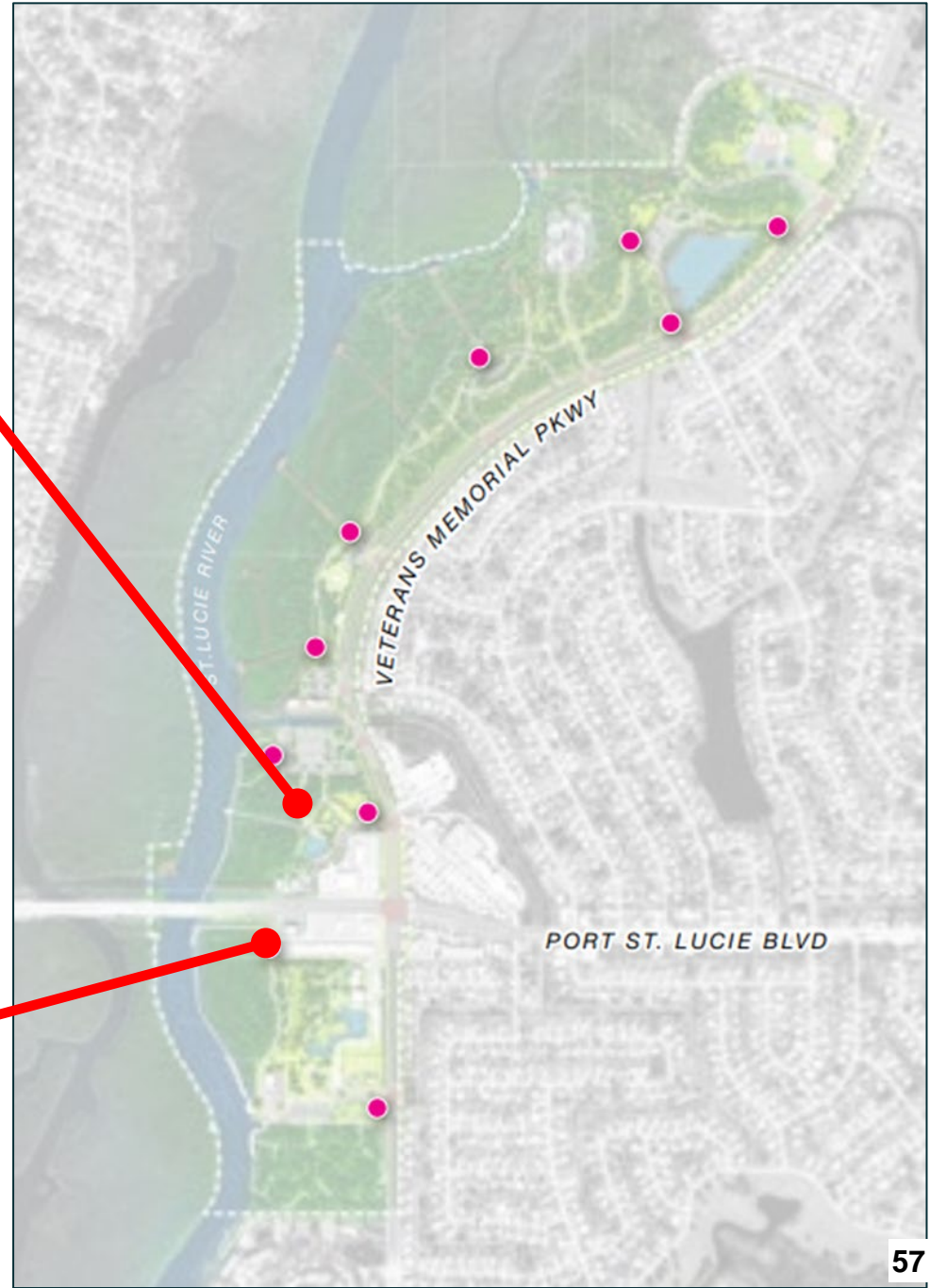
The University of Aberdeen is attempting to raise £4.5m in five years.

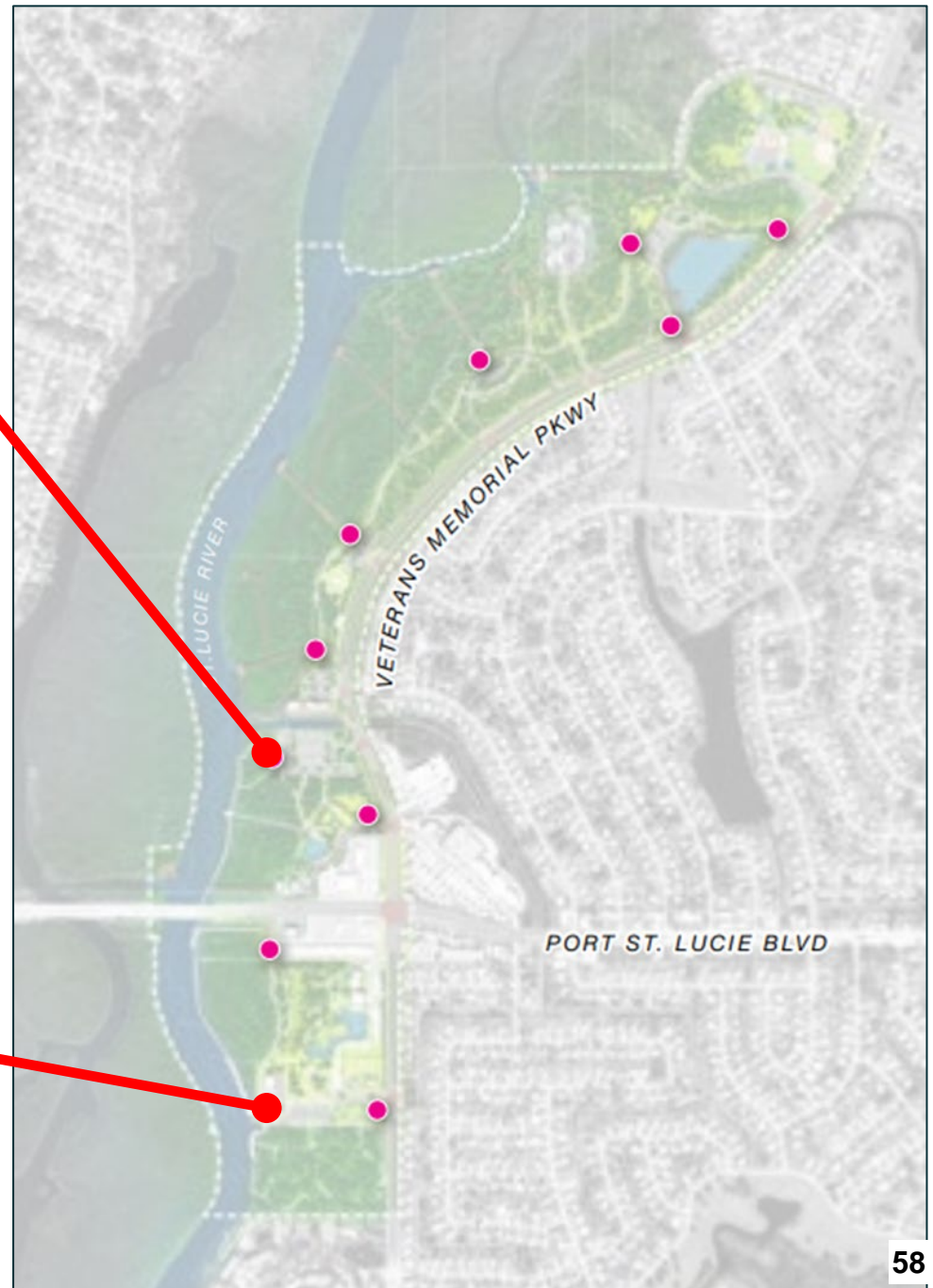
The Friends of Anchor (Aberdeen and North Centre for Haematology, Oncology and Radiotherapy) charity has pledged £1m.

The "20for20 anchor voyage" marks 20 years since the charity began its work.









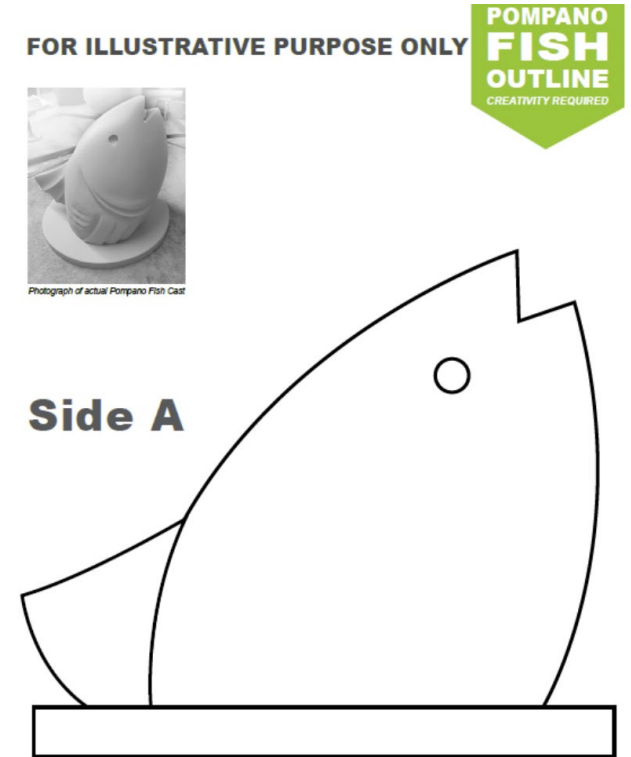


SAMPLE Call to Artists

<https://www.pompanobeacharts.org/public-art>

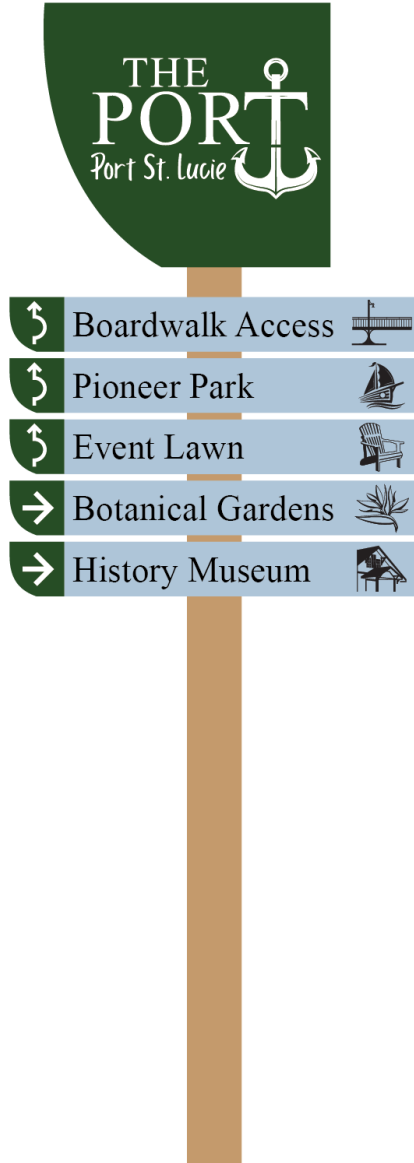
- Theme
- Anchor Mold
- Template for Design Submissions
- Project Location(s)
- Artist Pick-up & Deliver
- City Manages Installation
- Prohibited Content
- Open to Local Artist (we define area)
- Artist Provide up to 3 Examples of Previous Work

- Potential to reserve one anchor for student artwork



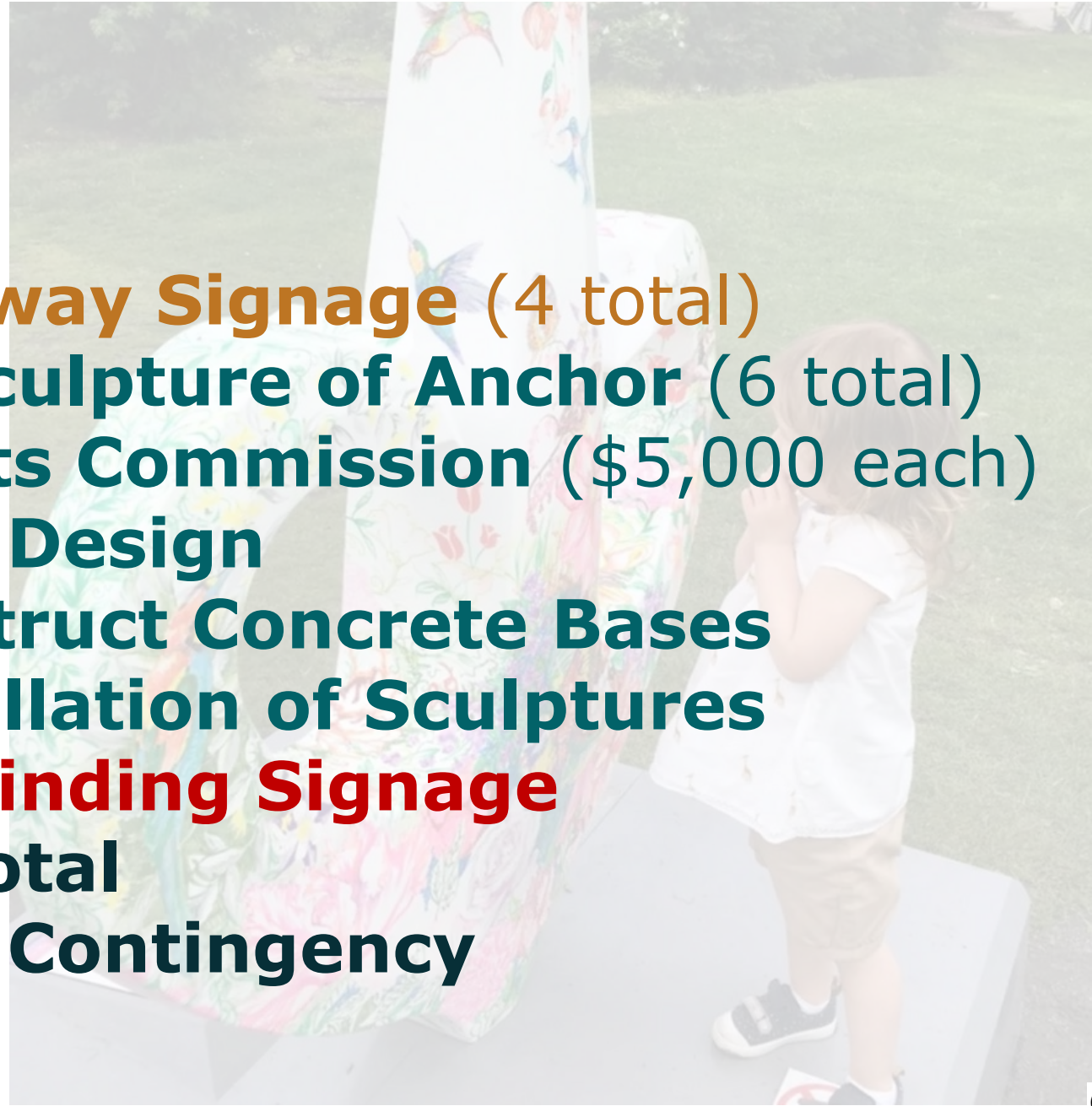


Wayfinding Signage



\$ 18,000
\$ 20,000
\$ 30,000
\$ 2,500
\$ 10,000
\$ 1,500
\$ 1,400
\$ 83,400
\$ 16,600
\$100,000

Gateway Signage (4 total)
3D Sculpture of Anchor (6 total)
Artists Commission (\$5,000 each)
Base Design
Construct Concrete Bases
Installation of Sculptures
Wayfinding Signage
Subtotal
20% Contingency
Total





Branding Budget - \$300,000



| | |
|-------------------------|---|
| \$ 9,813 | Feather Flags (68 total) |
| \$ 9,192 | Electrical Contractor (Digital Sign) |
| <u>\$146,463</u> | Digital Sign |
| \$165,468 | Spent to Date |
| | |
| <u>\$100,000</u> | Proposed |
| \$265,468 | Total (\$34,532 remaining) |

walton
& one











walton
& one

Proposed Budget

\$15,000 – Signage

\$15,000 - Painting

\$ 2,000 – Decals (16)

\$32,000 – Subtotal

\$ 6,400 - 20% Contingency

\$38,400 - TOTAL

Thank You

Questions/Comments

Community Redevelopment Agency





Agenda Summary

2024-1154

Agenda Date: 11/25/2024

Agenda Item No.: 8.b

Placement: New Business

Action Requested: Discussion

Update on River Speed Zones

Submitted By: Jennifer Davis, Director, Community Redevelopment Agency

Executive Summary (General Business): Since the activation of The Port District, City staff have been working with the Florida Fish and Wildlife Conservation Commission (“FFWC”) on the establishment of reduced speed zones along the North Fork of the St. Lucie River. Additional focus has been placed on the recently modified speed zone area along the C-24 Canal near the Boat Ramp.

Presentation Information: Russ Blackburn, Special Assistant to the City Manager, will provide a brief presentation.

Background: Similar to cars driving on a roadway, there are waterway hazards which require boat operators to slow down under certain conditions, and there are stretches of waterway where many boaters go too fast. There are two major justifications to impose speed restrictions on the waterway:

- 1) Boats are moving at an unsafe speed endangering all boaters; and
- 2) A public hazard is present which requires slowing down to maintain safety for the operator and other boaters. Examples of public hazards include: a public fueling station, kayak launch, public boat ramp, bridge fenders or abutments.

Florida Statute provides that the Florida Fish and Wildlife Commission (“FFWC”) administers laws which determine if boater safety (speed) zones may be adopted by local government. Florida law requires a local government contemplating applying to impose speed zones on a section of waterway, to demonstrate over a long period of time that boat operators are moving at unsafe speeds.

Port St. Lucie must provide data and analysis to FFWC through a Marker application. The data required would be multiple citations and / or accident reports for specific stretches of a waterway. Port St. Lucie Police Department’s Marine Patrol Unit (“Marine Patrol”) is monitoring and recording data for the North Fork stretches of waterway where the Council and Police Department receive frequent complaints. Marine Patrol has been collecting data to support a speed related application, but 8-12 months of additional data needs to be collected to determine if Port St. Lucie can justify a Marker application for speed safety concerns.

The part time nature of the Marine Patrol unit also makes collection of data over a long period of time more challenging. However, a public hazard provision within the statute allows the City to move forward with

submitting a Marker application to adopt speed zones without collecting extensive data and analysis around public hazards. The FFWC Marker application requires that the City Council adopt an ordinance which identifies the need to operate boats at idle or slow speed, depending on the hazard, and identifies the hazard and the nautical location of each hazard. The ordinance currently being drafted identifies the following hazards:

- C-24 Boat Ramp - 300 ft. radius; idle speed / no wake zone;
- C-24 Southbend Bridge fenders - 300 ft. radius; slow speed / minimum wake zone;
- Port District Kayak/Canoe launch - 500 ft. radius; idle speed / no wake zone;
- Port St. Lucie Blvd. Bridge fenders at the Port - 300 ft. radius; slow speed / minimum wake zone;
- North Fork of the St. Lucie River Veterans Park at Rivergate Boat Ramp - 300 ft. radius; idle speed / no wake zone.

Zones adjacent to the C-24 Boat Ramp and Southbend Bridge were in place up until earlier this year, when the signage was removed until such time as the Ordinance was put in place.

With newer development, a map of the Port District's speed zones reveals that there will be "gaps" in speed zones, potentially causing boats to speed up and then power down between speed zones. FFWC staff has indicated that if the City documents adverse impacts of gaps in the speed zones, the City may submit a Marker application at a later date to fill in the gaps for a contiguous zone. City staff anticipates the opening of the River Good Garden and increased usage of the floating docks will contribute to increased waterway usage and the need to fill in the gaps.

Boating Safety Zones protect the boating public. Waterfront neighbors can experience impacts to shoreline, private docks, boats and marinas. Both the Police Department and Marine Patrol staff have spoken to representatives of the neighboring Anchorage community to share the intent to continue to collect the data and analysis to support a waterway specific speed zone.

Special Consideration: An Ordinance related to the establishment of reduced speed zones will be presented to City Council for consideration in early December, with second reading in January 2025. The application will then be transmitted to FFWC in February 2025. This presentation was to provide an update on the process and to allow for additional conversation at this time.

Location of Project: North Fork of the St. Lucie River adjacent to The Port District and the C-24 Canal

Attachments: Map Exhibit for proposed Ordinance / FWC Application

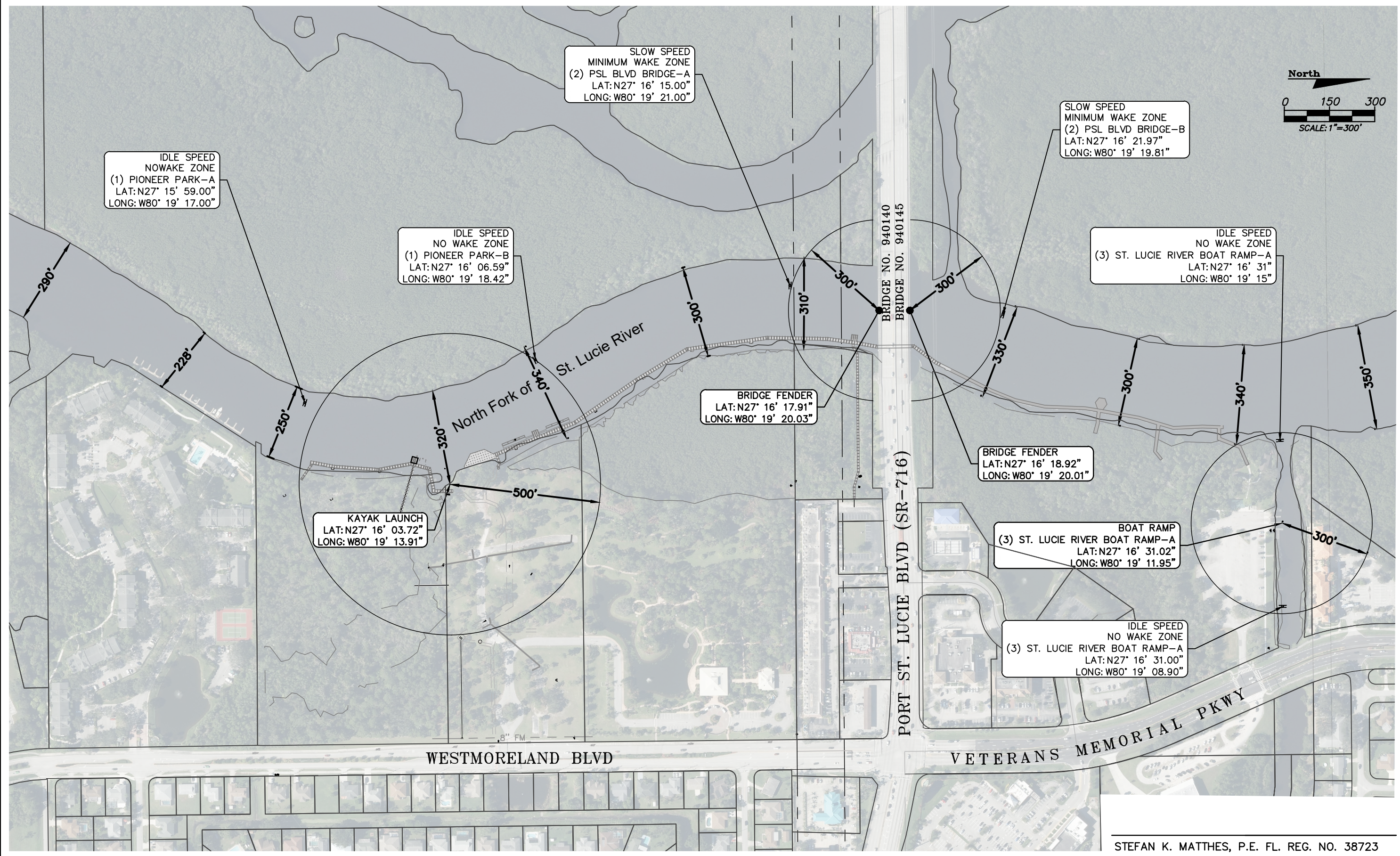
NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:

N/A

P:\Proj-2016\16-031-007 Riverwalk Boardwalk Phase 2\Eng\16-031-007 Dock Exhibit-11X17.dwg Date: 11/15/2024 8:52 AM By: KITHSRI UDUGAMA



STEFAN K. MATTHES, P.E. FL. REG. NO. 38723

| REVISIONS | | | | | |
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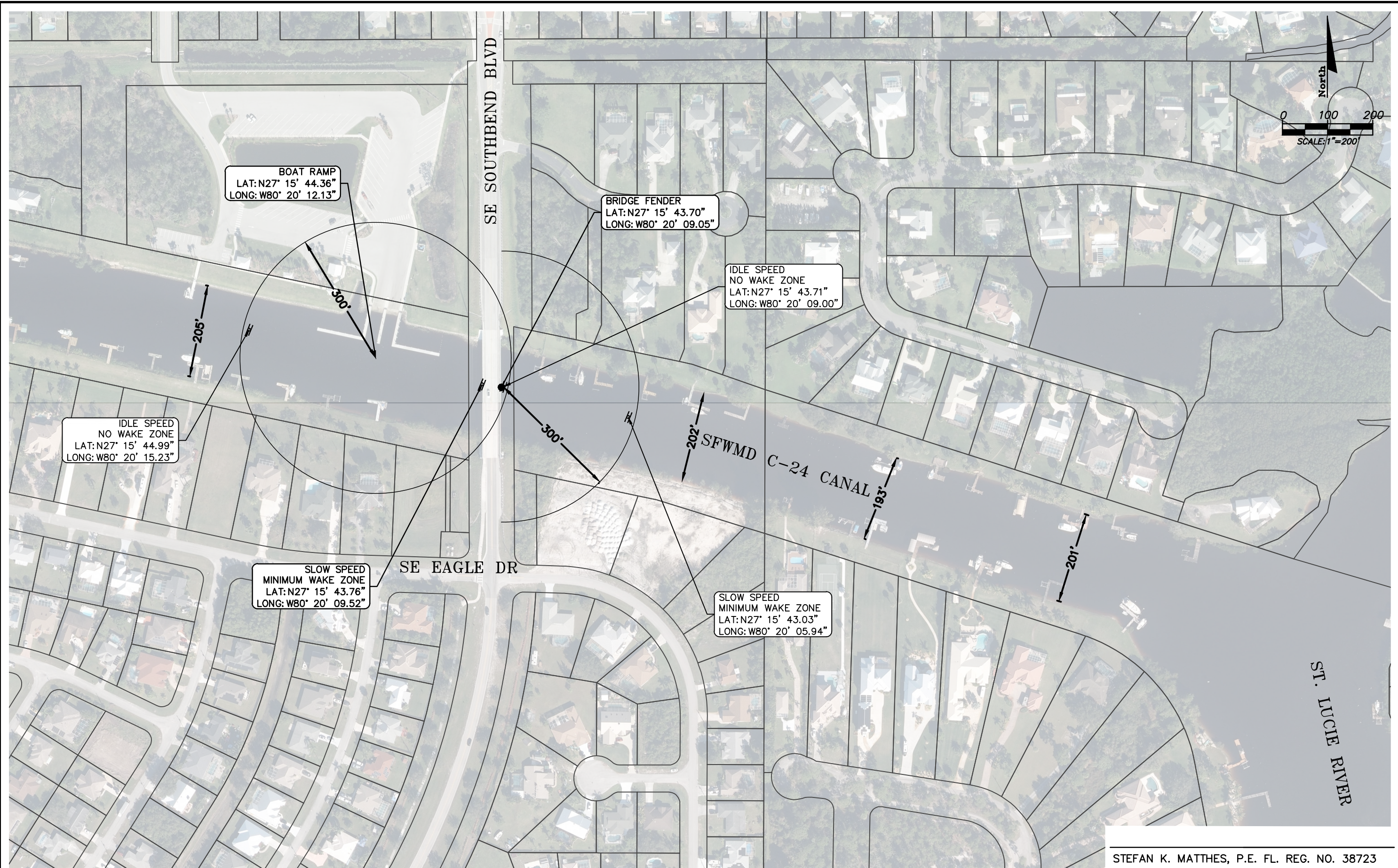
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| CHECKED BY SKM 11/15/24 | CHECKED BY |
| ENGINEER OF RECORD STEFAN K. MATTHES, P.E. FL. REG. NO. 38723 | |

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA
PHONE 772-464-3537 • FAX 734-8834-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

| |
|-----------------------------------|
| CITY OF PORT ST. LUCIE |
| PROJECT NAME |
| PROPOSED WATERWAY MARKERS EXHIBIT |

| |
|-------------------|
| THE PORT DISTRICT |
| 1 OF 2 |

| |
|-----------|
| SHEET NO. |
| 1 OF 2 |



P:\Proj-2016\16-031-007 Riverwalk Boardwalk Phase 2\Eng\16-031-007_Dock Exhibit-11X17.dwg Date: 11/15/2024 8:52 AM By: KITHSRI UJUGAMA

STEFAN K. MATTHES, P.E. FL. REG. NO. 38723

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| ENGINEER OF RECORD STEFAN K. MATTHES, P.E. FL. REG. NO. 38723 | |



CULPEPPER & TERPENING INC
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA
 PHONE 772-464-3537 • FAX 734-884-9497
 STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

| |
|-----------------------------------|
| CITY OF PORT ST. LUCIE |
| PROJECT NAME |
| PROPOSED WATERWAY MARKERS EXHIBIT |

| |
|----------------|
| C-24 BOAT RAMP |
| 2 OF 2 |

| |
|-----------|
| SHEET NO. |
| 2 OF 2 |