

City of Port St. Lucie

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



Meeting Agenda

Tuesday, January 20, 2026

6:00 PM

City Hall, Room 188

Public Art Advisory Board

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

- 1. Call to Order**
- 2. Roll Call**
- 3. Determination of Quorum**
- 4. Approval of Minutes**
 - 4.a Approval of the November 17, 2025, Public Art Advisory Board Meeting Minutes** [2026-092](#)
- 5. Public to be Heard**
- 6. New Business**
 - 6.a Oath of Office for Public Art Advisory Board Members** [2026-088](#)
 - 6.b Election of Officers** [2026-091](#)
 - 6.c Review of Sunshine Law, Public Records, Ethics and Robert's Rules of Order as They Apply to City Committee Members** [2026-087](#)
 - 6.d Review the Selection Committee's Recommendation for the Installation of Sculptures for Two Roundabouts Located on Paar Drive** [2026-093](#)
- 7. Unfinished Business**
- 8. Adjourn**

Notice: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, any person who may seek to appeal a decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at said meeting upon which any appeal is to be based.

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 for assistance.

As a courtesy to the people recording the meeting, please put your cell phone on silent.



City of Port St. Lucie

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

Agenda Summary

2026-092

Agenda Date: 1/20/2026

Agenda Item No.: 4.a

Placement: Minutes

Action Requested: Motion / Vote

Approval of the November 17, 2025, Public Art Advisory Board Meeting Minutes

Submitted By: Bethany Grubbs, AICP, Senior Planner/Public Art Program

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

Executive Summary (General Business): Approval of the November 17, 2025, Public Art Advisory Board Meeting Minutes.

Presentation Information: N/A

Staff Recommendation: Move that the Board recommend approval of the minutes.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the minutes.
2. Move that the Board deny the minutes and provide staff direction.

Background: The PAAB held a regularly scheduled meeting on November 17, 2025.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: Meeting Minutes - November 17, 2025

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 packets are available upon request from the City Clerk.

Internal Reference Number: N/A

City of Port St. Lucie

Public Art Advisory Board

Meeting Minutes - Draft

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

Monday, November 17, 2025

6:00 PM

City Hall, Room 188

1. Call to Order

A Regular & Virtual Meetings of the PUBLIC ART ADVISORY BOARD of the City of Port St. Lucie was called to order by Chair Sullivan on November 17, 2025, at 6:05 p.m., at Port St. Lucie City Hall, Room 188, 121 Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

Members Present:

Cathleen Sullivan, Chair
Pamela Malingowski
Maddie Williams
Jill Todd, Alternate

Members Not Present:

Kelli Burgess, Vice Chair
Alice Zinn
Gina Duffy
Ryan Semblewski, Alternate

3. Determination of Quorum

4. Approval of Minutes

There was nothing to be heard under this item.

5. Public to be Heard

Resident Stephanie Etter introduced herself and her daughter and stated that they were present for her daughter to obtain her 'Citizenship in the Community' badge.

6. New Business

6.a Greco Park On-Site Public Art Proposal (P23-071-A1)

2025-997

(Clerk's Note: A PowerPoint presentation was shown at this time.) Artist J. Carvallo presented to the Board and showcased the placement for the public art pieces, and he informed that the pieces would be in a gradient with emotion, as well as interactive. He stated that they would be around

10 feet tall and with the placement making them different heights due to a ramp that they would be placed on, which would also make them visible from the street.

Ms. Williams moved to recommend approval of the art piece to the City Council. Ms. Malingowski seconded the motion. In discussion, the Board and Mr. Caravallo further discussed the placement of the pieces and ramp, with staff and Mr. Caravallo noting that the other pieces he created were currently in plazas a few miles away from these new pieces. There being no further discussion, the motion passed unanimously by voice vote. Ms. Williams then requested that they provide a visual for the property location in future meetings.

6.b Project King On-Site Public Art Proposal (P24-190)

[2025-1111](#)

Mike McCullough and Michael Solimando of Arco Design/Build introduced the project and showcased the location, and metal sculptor Dale Rogers presented to the Board. (Clerk's Note: A PowerPoint presentation was shown at this time.) Mr. Rogers said that this piece was influenced by Latin culture and provided visual inspiration, and Mr. McCullough and Mr. Solimando discussed how it would be installed. Mr. Rogers stated that there would be a UV finish on the piece and that they could provide the Board with more information at a later time. Mr. McCullough also noted that the piece would be lit, and they clarified that the City would not be responsible for maintenance costs.

There being no further discussion, Ms. Todd moved to recommend approval of the art piece to the City Council. Ms. Malingowski seconded the motion, which passed unanimously by voice vote.

7. Unfinished Business

Chair Sullivan inquired about the status for the Treasure Map, to which Ms. Grubbs replied that they were still uploading missing pictures and needed an update to the Master Plan to include the new pieces. Chair Sullivan suggested adding this as a discussion item to the agenda for the next meeting. Ms. Williams informed that they were looking to have a large cultural art fest next year. Ms. Grubbs stated that the City recently purchased 'The Nut' art piece on the Event Center property. The Board and staff then briefly discussed art piece restoration under the Crosstown Bridge.

8. Adjourn

There being no further business, the meeting was adjourned at 6:55 p.m.

Cathleen Sullivan, Chair

Jasmin De Freese, Deputy City Clerk



City of Port St. Lucie

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

Agenda Summary

2026-088

Agenda Date: 1/20/2026

Agenda Item No.: 6.a

Placement: New Business

Action Requested: Motion / Vote

Oath of Office for Public Art Advisory Board Members

Submitted By: Bethany Grubbs, AICP, Senior Planner/Public Art Program

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

Executive Summary (General Business): In order to conduct business on behalf of the Port St. Lucie City Council, regular and alternate members being appointed shall be required to take the Oath of Office prior to conducting formal business.

Presentation Information: N/A

Staff Recommendation: Administer the Oath of Office to the reappointed PAAB members.

Background: Members who have been reappointed now serve a three-year term and must be administered the oath for this new term. Current members include Maddie Williams, Cathleen Sullivan, Pamela Malingowski, and Kelli Burgess.

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments:

1. Reappointment Memo

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 packets are available upon request from the City Clerk.

Internal Reference Number: N/A



Shannon Martin
Mayor

MEMORANDUM

TO: VICE MAYOR AND CITY COUNCIL
FROM: SHANNON M. MARTIN, MAYOR
SUBJECT: MEMBER APPOINTMENTS TO BOARDS/COMMITTEES
DATE: NOVEMBER 25, 2025

This memorandum serves to nominate the following applicants as members for appointments to the Boards listed below, subject to the Council's advice and consent.

Name	Board	Position
Mike Bernard	Citizens Advisory Committee	Full Member (re-appoint)
Lynette Lockwood	Citizens Advisory Committee	Full Member (re-appoint)
Ingrid Sarmiento	Citizens Advisory Committee	Full Member (re-appoint)
Harry Williams	Citizens Advisory Committee	Full Member
Mark Bryant	Citizens Advisory Committee	Alternate
Ted Illg	Construction Board of Appeals	Full Member (re-appoint)
Linda Silvestri	Construction Board of Appeals	Full Member (re-appoint)
Michael Mahood	Construction Board of Appeals	Full Member (re-appoint)
Jacqueline Kaegi	Construction Board of Appeals	Full Member
Robert Christian	Surtax Oversight Committee	Full Member (re-appoint)
Ken Kroll	Surtax Oversight Committee	Full Member (re-appoint)
Colleen Calvin	Surtax Oversight Committee	Full Member (re-appoint)
Donna Hudson	Surtax Oversight Committee	Full Member
Tara Harper	Surtax Oversight Committee	Full Member
Jim Norton	Planning & Zoning Board	Full Member (re-appoint)

Greg Pettibon	Planning & Zoning Board	Full Member (re-appoint)
Eric Rekenis	Planning & Zoning Board	Full Member (re-appoint)
Rose Mocerino	Planning & Zoning Board	Full Member
Joe Rosen	Planning & Zoning Board	Alternate
Maddie Williams	Public Art Advisory Board	Full Member (re-appoint)
Cathleen Sullivan	Public Art Advisory Board	Full Member (re-appoint)
Pamela Malingowski	Public Art Advisory Board	Full Member (re-appoint)
Kelli Burgess	Public Art Advisory Board	Full Member (re-appoint)

Thank you.

c: City Manager, City Attorney, City Clerk



City of Port St. Lucie

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

Agenda Summary

2026-091

Agenda Date: 1/20/2026

Agenda Item No.: 6.b

Placement: New Business

Action Requested: Motion / Vote

Election of Officers

Submitted By: Bethany Grubbs, AICP, Senior Planner/Public Art Program

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

Executive Summary (General Business): The Public Art Advisory Board's (PAAB) Election of Officers for 2026.

Presentation Information: N/A

Staff Recommendation: Move that the Board members make nominations and hold elections for the positions of Chair, Vice Chair, and Chair Pro Tem.

Background: Per Resolution 23-R105, the PAAB will elect officers for a term of 1 year.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: N/A

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 packets are available upon request from the City Clerk.

Internal Reference Number: N/A



City of Port St. Lucie

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

Agenda Summary

2026-087

Agenda Date: 1/20/2026

Agenda Item No.: 6.c

Placement: New Business

Action Requested: Motion / Vote

Review of Sunshine Law, Public Records, Ethics and Robert's Rules of Order as They Apply to City Committee Members

Submitted By: Bethany Grubbs, AICP, Senior Planner/Public Art Program

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

Executive Summary (General Business): The City Attorney's Office will provide a presentation to the committee members as a refresher regarding how Sunshine Law, Public Records, Ethics, and Robert's Rules of Order are applied to the Public Art Advisory Board.

Presentation Information: A presentation will be provided by Russell Ward, Deputy City Attorney, City Attorney's Office.

Staff Recommendation: Move that the Board hear the presentation and discuss any questions.

Background: Annual training includes a presentation on Sunshine Law, Public Records requirements, Ethics, and Robert's Rules of Order, all of which apply to members of the Public Art Advisory Board.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments:

1. Sunshine Law Presentation (2026)

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 packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Sunshine Law, Public Records, Ethics, & Robert's Rules of Order

City of Port St. Lucie - City Attorney's Office
(772) 871-5294



Sunshine Law



Overview:



- The Florida Legislature established a right for persons to:
 - Receive notice of meetings of municipal councils and boards;
 - Attend meetings of municipal councils and boards;
 - Access the record of said meetings;
- This law is codified in Chapter 286, Florida Statutes and an amendment to the Florida Constitution was approved providing a constitutional right for any person to access public meetings.
- There is both a statutory and constitutional right to open access of municipal meetings.



What is a public meeting?

Any gathering between “two or more members” of the Council, City board, or committee to discuss a matter which foreseeably will come before them.

Must be in
the sunshine



Gatherings not in the Sunshine:



Examples:

Staff meetings; Council members attending meetings of another public board (the public board will have to comply); discussions between members of different bodies; council members attending a privately sponsored forum; council members attending a social event.



Notice:

Events & Meetings

Regular City Council

Date: 01/08/2024 1:00 PM - 4:59 PM
Location: City Hall
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

[Add to my Calendar](#)

Regular City Council Meetings happen every second Monday of the month at 1 p.m. and every fourth Monday of the month at 6 p.m., except when those days fall on a holiday at which point the meeting will take place on the next business day.

[View Agenda](#)

Sign up to receive agendas by email by visiting [psl.legistar.com](#) and registering your email the top of the page.

There are 5 ways to watch a public meeting:

1. Watch in person at [Port St. Lucie City Hall](#)
2. Watch on [Facebook @cityofpsl](#)
3. Watch the [PSL TV Live Stream](#) on any device
4. PSL TV is available on channel 20 on Xfinity and Blue Stream Fiber.
5. Visit [psl.legistar.com](#) for all meeting agendas and video recordings.

Public Comments:

- [Fill out the Comments to be Heard Form:](#) All comments must be received 2 hours prior to the meeting start time. City Staff will enter all comments received into the official record. Comments are subject to compliance with the rules of council and decorum. Comments submitted online will not be read aloud during the meeting but will be entered into the official record by City Staff. Any email received by the City on a non-agenda topic, requesting it to be considered at Public to be Heard, shall be distributed to the Council members prior to the meeting and retained by the City Clerk as a public record.

- Notice: rule of thumb is at least seven days notice for a regular meeting, under ideal circumstances. Different notice requirements for special meetings.
- Notice must detail the time and place of the meeting. Agenda is *always* preferred.
- Meeting site must be sufficient in size and in accessible location so that the public may attend.

Record:

City of Port St. Lucie
Planning and Zoning Board
Meeting Minutes

Deborah Beutel, Chair
Peter Previte, At-Large
Eric Reikenis, At-Large
Melody Creese, Alternate
Peter Louis Spatara, Alternate

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

Tuesday, December 5, 2023 6:00 PM Council Chambers, City Hall

1. Meeting Called to Order
A Regular Meeting of the Planning and Zoning Board of the City of Port St. Lucie was called to order by Chair Beutel at 6:00 PM on December 5, 2023, at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Florida.

2. Roll Call
Members Present:
Deborah Beutel, Chair
Peter Previte
Eric Reikenis
Melody Creese
Peter Spatara

3. Determination of a Quorum
Chair Beutel confirmed there was a quorum.

4. Pledge of Allegiance
Chair Beutel led the assembly in the Pledge of Allegiance.

- Minutes of a public meeting shall be taken promptly and made available for inspection.
- Minutes may be a brief summary or a verbatim transcript.
- Video taping does not substitute for meeting minutes but can be done in addition.

Failure to Comply:



Fines or Jail Time:

A “knowing” violation is a second-degree misdemeanor punishable by a fine of up to \$500 or any higher amount equal to double the pecuniary gain to the offender or pecuniary loss suffered by the victim, 60 days in jail, and court costs.



Elected Officials:

Suspension from office may occur if charged with a misdemeanor. A conviction may result in removal from office.

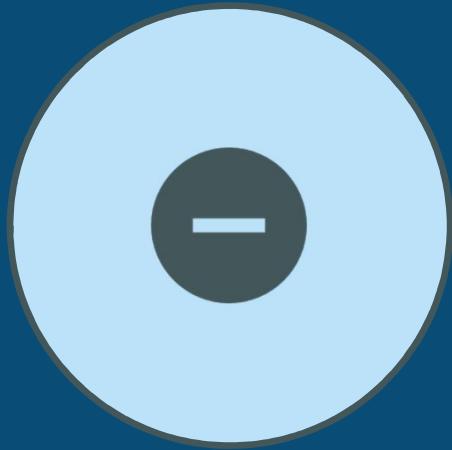


For the City:

Violations leave the City vulnerable to civil litigation and an awarding of attorneys’ fees.



Failure to Comply:



Nullify Actions at Issue:

Decisions made in violation of the Sunshine Law may be nullified costing the City time and money.



Public Records Law



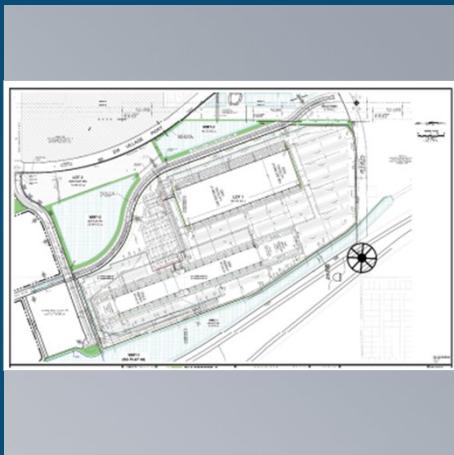
Overview:



- First Public Record Law was in 1909, entitling “citizens” to access municipal records.
- Has expanded since and entitles “any person” access to municipal records. Codified in Chapter 119, Florida Statutes and in 1992, an amendment to the Florida Constitution.
- There is a statutory and constitutional right to access municipal records.

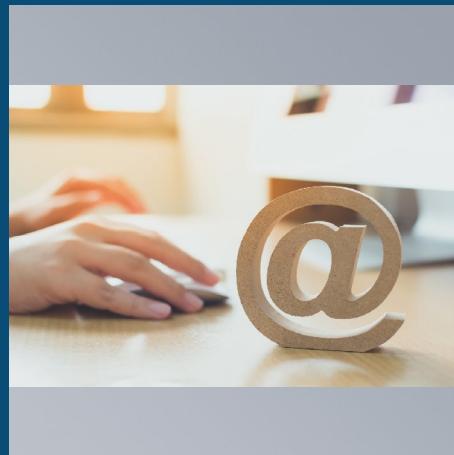


What are Public Records?



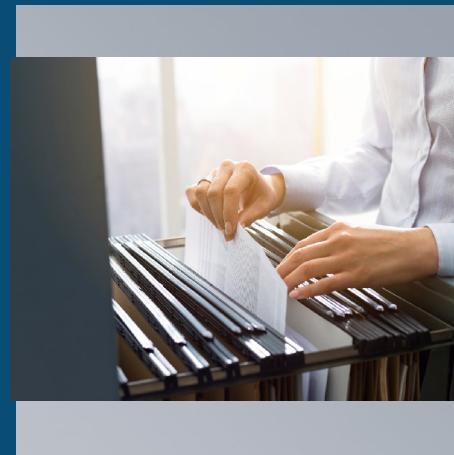
1

Materials made or received by the City;



2

In connection with official business and used to;



3

Perpetuate, communicate or formalize knowledge of some type.



Materials:



Include:

Papers (documents, letters, maps, faxes, books, etc.), electronic files/papers (email, data processing files, calendar, text messages, and internet posts, such as social media), photographs, videos, audio recordings.



Official City Business



Include:

Materials sent or received by employees in connection with their job, materials sent or received by Council or Board members in connection with their official capacity. Those of a personal nature are not City business.



Intended to perpetuate, communicate or formalize knowledge:



Include:

Email sent or received by Council members to constituents about an upcoming ordinance vote, draft documents shown to others for review or comment, taking meeting minutes, surveys sent out by the City, notes used to create documents for distribution. Intent and purpose is important.



Who must comply with Public Records:



- Members of the City Council, City officials and all City employees, City Board and Committee members, and City Volunteers.
- Store public records in your control in an organized filing system. You are the custodian of any record under your control.
- Only the City Clerk's office is permitted to destroy records in accordance with the Record Retention Schedule

How does a person gain access to a public record?

- A person may contact any City employee to make public records request to inspect and/or copy a record.
- The request may be in writing OR made verbally and no explanation or reason is needed (request may be anonymous).
- A person may take photographs of the record while they are in the possession, custody and control of the records custodian.

How does the City respond:

- Response is a governmental service and must be done promptly and the request must be acknowledged within 48 hours of receiving the request.
- Compiles the request, whether electronically or paper copies, and provides necessary equipment for inspection or copying.
- There are 1,084 exemptions and whether it is exempt or confidential is a question directed towards the City Attorney's Office

Exempt v. Confidential

119.071 General exemptions from inspection or copying of public records.—

(1) AGENCY ADMINISTRATION.—

(a) Examination questions and answer sheets of examinations administered by a governmental agency for the purpose of licensure, certification, or employment are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution. A person who has taken such an examination has the right to review his or her own completed examination.

(b)(1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution.

(d)(1) A public record that was prepared by an agency attorney (including an attorney employed or retained by the agency or employed or retained by another public officer or agency to protect or represent the interests of the agency having custody of the record) or prepared at the attorney's express direction, that reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency, and that was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or that was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until the conclusion of the litigation or adversarial administrative proceedings. For purposes of capital collateral litigation as set forth in s. [27.7001](#), the Attorney General's office is entitled to claim this exemption for those public records prepared for direct appeal as well as for all capital collateral litigation after direct appeal until execution of sentence or imposition of a life sentence.

2. This exemption is not waived by the release of such public record to another public employee or officer of the same agency or any person consulted by the agency attorney. When asserting the right to withhold a public record pursuant to this paragraph, the agency shall identify the potential parties to any such criminal or civil litigation or adversarial administrative proceedings. If a court finds that the document or other record has been improperly withheld under this paragraph, the party seeking access to such document or record shall be awarded reasonable attorney's fees and costs in addition to any other remedy ordered by the court.

(e) Any videotape or video signal that, under an agreement with an agency, is produced, made, or received by, or is in the custody of, a federally licensed radio or television station or its agent is exempt from s. [119.07\(1\)](#).

(f) Data processing software obtained by an agency under a licensing agreement that prohibits its disclosure and which software is a trade secret, as defined in s. [812.081](#), and agency-produced data processing

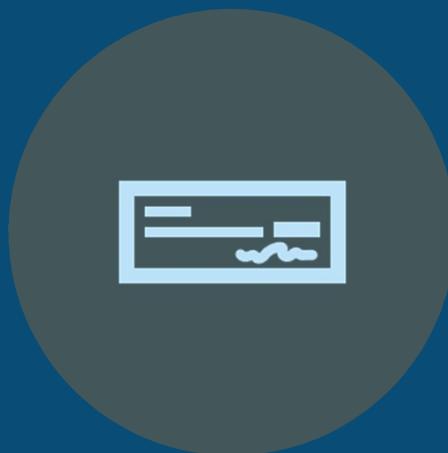
- If information is designated confidential in the statutes, the information is not subject to inspection by the public and may only be released to the persons or organizations in the statute. If records are not confidential but are only exempt from the Public Records Act, the exemption does not prohibit the showing of such information.

Failure to Comply:



1

A “knowing” violation is a first-degree misdemeanor;



2

All other violations are noncriminal and punishable by fines;



3

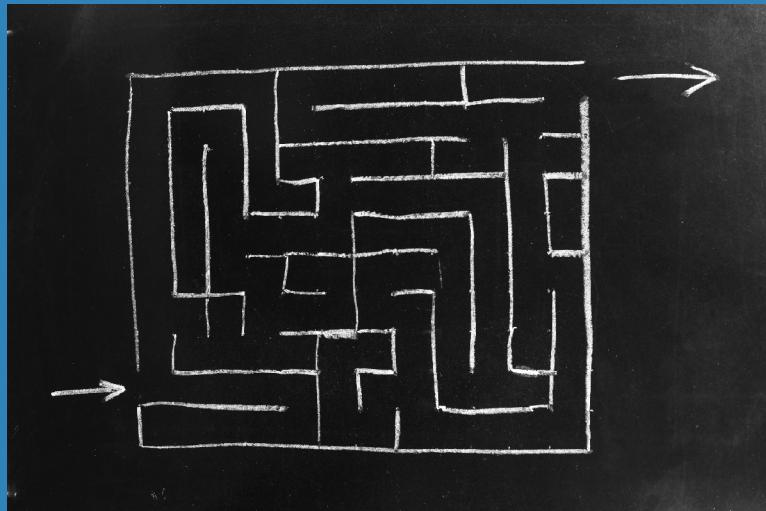
Violations leave the City vulnerable to civil litigation and an awarding of attorneys fees.



Ethics



Overview:



- There are several legal restrictions and reporting requirements falling within four categories:
 - Laws pertaining to prohibited or restricted conduct (including misuse of public position, conflicts of interest, nepotism, voting conflicts, prohibited disproportionate benefit, etc.)
 - Laws pertaining to bribes, gifts, honoraria, and expenditures, etc.
 - Government transparency laws involving financial disclosure
 - Laws pertaining to executive branch lobbying activity



Public Officers per s. 112, Florida Statutes



Definition:

Includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.



Public Officers cannot:



- Solicit or accept anything of value, including a gift, loan reward, promise of future employment, favor, or service, based upon any understanding of a vote, official action, or judgment being influenced.
- Acting in official capacity, directly or indirectly purchase, rent, or lease any realty goods, or services for his/her own agency from any business entity of which the officer or director spouse or child is a director has a material interest.
- Accept any compensation or payment that such officer should or, with the exercise of reasonable care, should know, that it was given to influence a vote or action.

Cont'd:



- Corruptly use or attempt to use their position to secure a special privilege, benefit, or exemption.
- Have or hold any employment or contractual relationship that will create a continuing or reoccurring conflict
- Hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with, the agency of which he or she is an officer or employee
- Use information not disclosed to the public for personal gain or benefit.

Voting Conflicts



Conflict:

No municipal officer shall vote in a capacity upon any measure which would inure to his or her special private gain or loss.

Must:

Publicly state to the assembly the nature of the officer's interest in the matter and, within 15 days after the vote, disclosure the nature of the interest in a memorandum filed with the Clerk.

Special Private Gain or Loss:

Size of the class affected by the vote, the nature of the interests involved, the degree to which the interests of all members of the class are affected by the vote, or the degree to which the officer receives a greater benefit or harm.



Robert Rules of Order



ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).



Role of the Chairperson:



Includes:

Calling the meeting to order, announces the purpose and topic of items to be discussed, recognizes members on the floor who are going to speak, protects quorum from digressing from topic on the floor, protects integrity of meeting from disruption or distraction

Does not:

Make motions or proposals, close debate before every member has had the opportunity to speak



Decorum in debate:



- The speaker must be recognized by the Chairperson before speaking, should limit speech to ten minutes, and should not speak more than twice.
Decorum should be kept at all times including confining statements to merits of pending questions., not attacking a member's motives for a motion, not speaking adversely on an item that is not pending or has been finalized.
- A member may not interrupt except in urgent situations such as a point of order, raising a question of privilege, or calling attention that that speaking rules are not being observed.

Accomplish in meetings:



Main Motion

"Madame Chairman, I move that...."



Amending a Motion

"I move that the motion be amended by adding the following words/striking the following words/striking and adding in their place..."



Limit Discussion

"Madam Chair, "I move to limit discussion to two minutes per speaker"



Additional considerations:



- Quorum: the minimum number of voting members who must be present at a properly called meeting to conduct business.
- Motions cannot be made by the Chair and motions must be seconded by someone other than the Chair and the person making the motion.
- Only one motion can be discussed at a time. Everyone has the right to participate in a discussion but only urgent matters may interrupt a speaker.

Resolution 24-R59



City Rules and Regulations



- Quorum is a majority of the board's size regardless of vacant seats.
- Alternate Members shall be contacted and substitute for absent members on a rotating basis.
- Alternate members shall have all rights afforded to voting members except making motions, engaging in discussion/debate once a motion is on the table, and voting. Alternate members may not discuss during quasi-judicial proceedings.

Cont'd



- Any board member wishing to resign shall submit a written notice to the City Clerk announcing their resignation and shall not be eligible for reappointment for a period of one year from resignation, unless good cause is shown.
- Alternate members may be elevated to voting members or new applications may be reviewed to fill vacant seats
- A member may only serve as chair for one consecutive year

Thank you

Any questions?





Agenda Summary

2026-093

Agenda Date: 1/20/2026

Agenda Item No.: 6.d

Placement: New Business

Action Requested: Motion / Vote

Review the Selection Committee's Recommendation for the Installation of Sculptures for Two Roundabouts Located on Paar Drive

Submitted By: Bethany Grubbs, AICP, Senior Planner/Public Art Program

Strategic Plan Link: The City's Goal to enjoy culture, nature and fun activities.

Executive Summary (General Business): The City is commissioning sculptures for two new roundabouts at Paar & Darwin and Paar & Savona. Construction completes late 2026; installations follow in Spring 2027. The Artist Selection Committee reviewed proposals and identified top submissions for placement within each roundabout's 42-foot central circle.

Presentation Information: Designing Local, the city's consultant will provide a presentation.

Staff Recommendation: Move that the Board recommend forwarding a recommendation to City Council to endorse the purchase and installation of two sculptures under one motion:

1. Paar & Darwin Roundabout: Select Michael McLaughlin's proposal for installation at this site.
2. Paar & Savona Roundabout: Select Di Bari & Associates' crane sculpture for installation at this site.

Alternate Recommendations:

1. Move that the Board amend the recommendation and provide staff direction.

Background: The City of Port St. Lucie is commissioning sculptures for two new roundabouts at Paar & Darwin and Paar & Savona. Construction will finish in late 2026, with installations planned for Spring 2027. A Call to Artists was issued November 13, 2025, in alignment with the City's Public Art Plan to reflect PSL's character and enhance the visual landscape.

As part of the review of submission packets, an Artist Selection Committee was formed consisting of various city employees from the Public Works, Planning and Zoning, Special Events, and Communications Departments, and representatives from the St. Lucie County Cultural Alliance and Public Art Advisory Board.

The committee evaluated submissions based on artistic excellence, context, community engagement, durability, technical feasibility, and cost. The selection committee reviewed the received Request for Qualifications (RFQs) and shortlisted the top four ranked submissions to submit a Request for Proposals (RFPs).

Issues/Analysis:

Paar & Darwin Roundabout

The committee recommends selecting Michael McLaughlin for this location. McLaughlin will conduct public engagement with area residents to help finalize the artwork concept. The contract will be structured to cover the entire project, with the understanding that the final proposal will return for approval by the Public Art Advisory Board, incorporating input from Councilmembers through one-on-one discussions.

Michael McLaughlin's Proposed Artwork Specifications:

- Three (3) sculptures
- Each viewed as distinctively independent
- Primary objective is that they all playfully relate to each other in such a way that they could be regarded as one
- Modeled as 3D, life-size native animal species
- 6.5 to 9.5' H x 5' W
- Cast in silicon bronze (or aluminum)

Paar & Savona Roundabout

The Artist Selection Committee strongly supports the crane sculpture by DiBari & Associates.

Di Bari & Associates Proposed Artwork Specifications:

- 3D, 360-degree experience
- Hidden heart constructed of colored translucent acrylic panels
- 17' H x 10' W
- 1/2" hot-rolled round mild steel, hot dip galvanized and finished with a silver paint

Financial Information: \$300,000 (\$150,000 per sculpture)

Special Consideration: N/A

Location of Project: Southwest Paar Drive & Southwest Darwin Boulevard and Southwest Paar Drive & Southwest Savona Boulevard

Attachments:

1. Michael McLaughlin - Selected Artwork
2. Michael McLaughlin - Full Submission
3. Di Bari & Associates - Selected Artwork
4. Di Bari & Associates - Full Submission
5. Request for Proposals (RFP)

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 packets are available upon request from the City Clerk.

Internal Reference Number: N/A



Proposed dimensions/placement



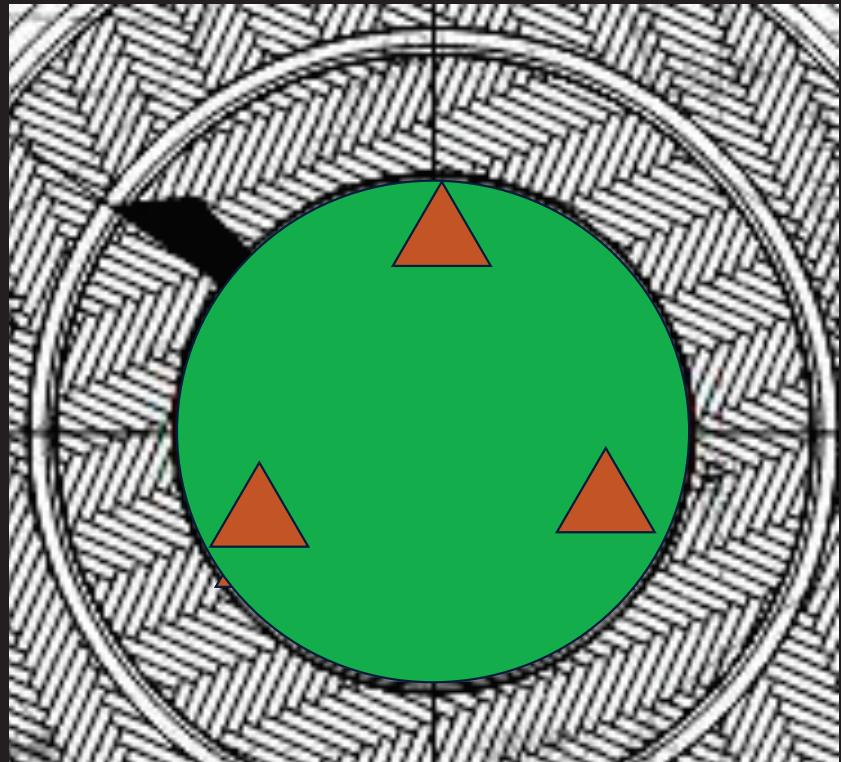
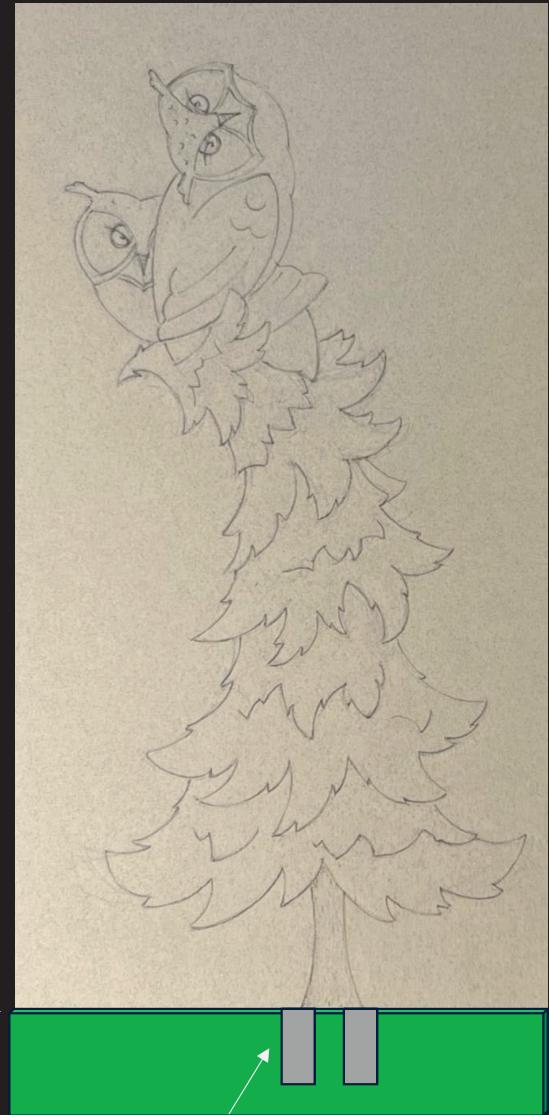
Each unique Sculpture could range from 6.5 to 9.5 ft. tall x 5 ft in diameter x width x depth

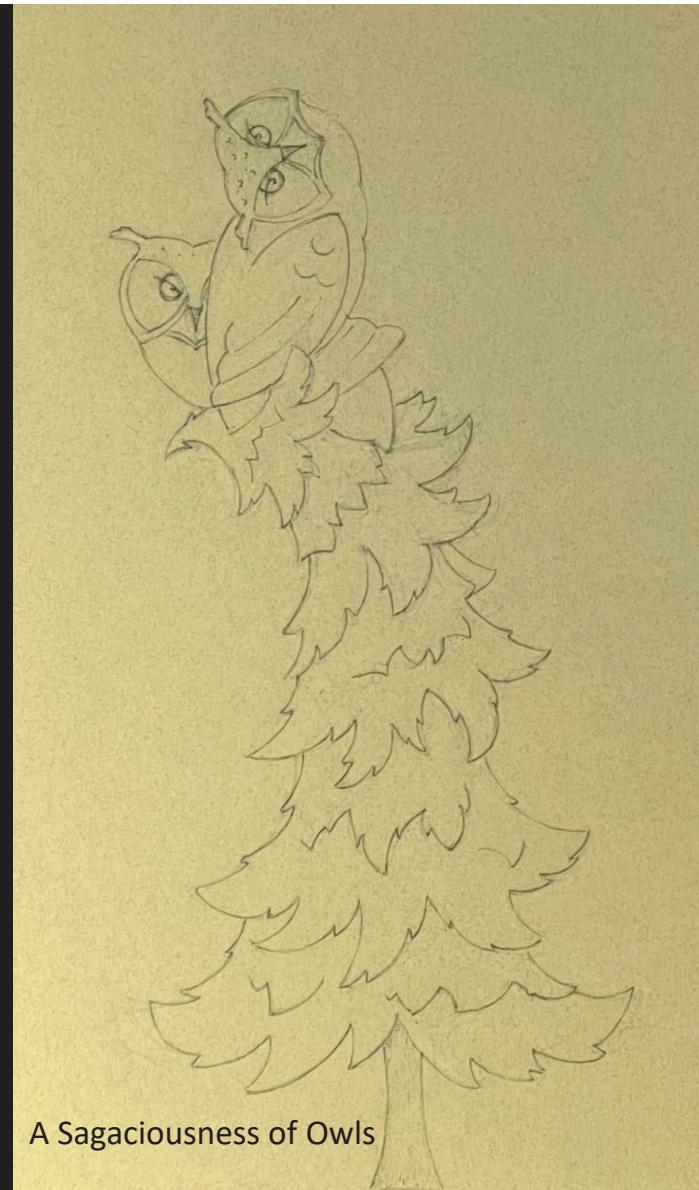
(3ea.) Unique sculptures designed for each roundabout

Placed toward the perimeter's edge. (Romantic side facing spectator)

Grade

Concrete Foundation (cross section below grade)





A Sagaciousness of Owls

8' tall



"A Clowder of Bobcats"



7' tall

9' tall

54



“Colloquy”

“Community Informed Art”

I would like to convey that I am always very receptive to suggestions/recommendations

Some of the most joyous projects are a direct result of this important ingredient.

If there is a certain flora/fauna that is especially meaningful, I am happy to discuss! MM





A "Walk" of Snails
&
A "Cloud" of Grasshoppers

8' tall

"An Aerie of Eagles"



8' tall

"A Sleuth of Bears"



7.5' tall



"A Siege of Herons"
(On Sawgrass)

7.5' tall

"A Rafter of Turkeys"



6' tall





“Gentle as a friend's hand resting on
my shoulder”.....

“This summer sunshine”

-Issa



Say not,
'I have found the truth',
but rather,
'I have found a truth.'

-Kahlil Gibran



Nature offers us the ability to change the way we view our world.

All communities are composed of separate branches

But collectively,

We all belong to the same tree.





We as viewers should discover the unexpected, finding content that applies to another part of our lives.





“Joys come from simple and natural things:
Mists over meadows, sunlight on leaves,
The path of the moon over water.”

-Sigurd Olson

Before I begin,
I would like to express a very special **thank you**
to the following for their generous help in my
research and extra long list of questions!

The Paula A. Lewis Public Library
The St. Lucie County Chamber of Commerce
The St. Lucie Audubon Society
Leon Levy Native Plant Preserve
Oxbow Eco Center Nature Preserve



“Listen to the sounds around you.
It will teach you there are no soloists in nature,
only myriad voices singing in infinite chorus.”





Port St. Lucie, Florida



Home to



325 Bird species

116 Mammal inhabitants

Insects 12,500

Amphibians 142

Reptiles 118....

Pileated Woodpecker

Red, flying, red
& fox squirrels

Cooter Turtle

Pine Snake

Wood Stork

Black Bear

Brown Bat

Barn Owl

Leopard Frog

Beaver

Boar!!

So much inspiration!



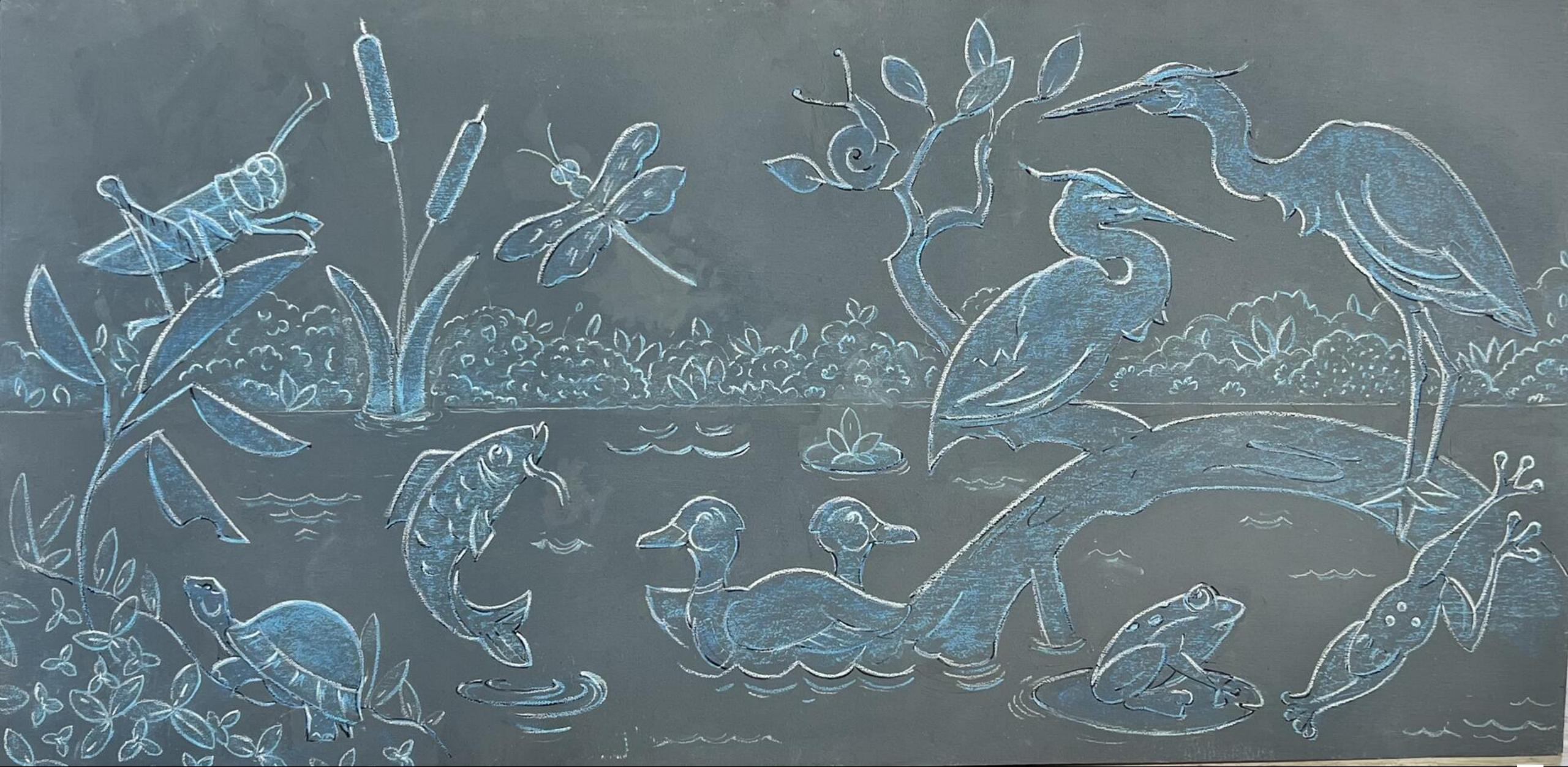
Port St. Lucie Paar Roundabout Sculptures

The drawings contained within this sketchbook of concept proposals are intended to present the thought and sentiment I would strive to bring to YOUR unique sculpture/s

Sculpture is a journey we invent when we make it.









For this very unique opportunity, I would like to propose 6 sculptures.
(3 sculptures per roundabout)

I would suggest that each may be viewed as distinctively independent sculptures .
(I modestly intend this in regards to subject matter and composition)

But..

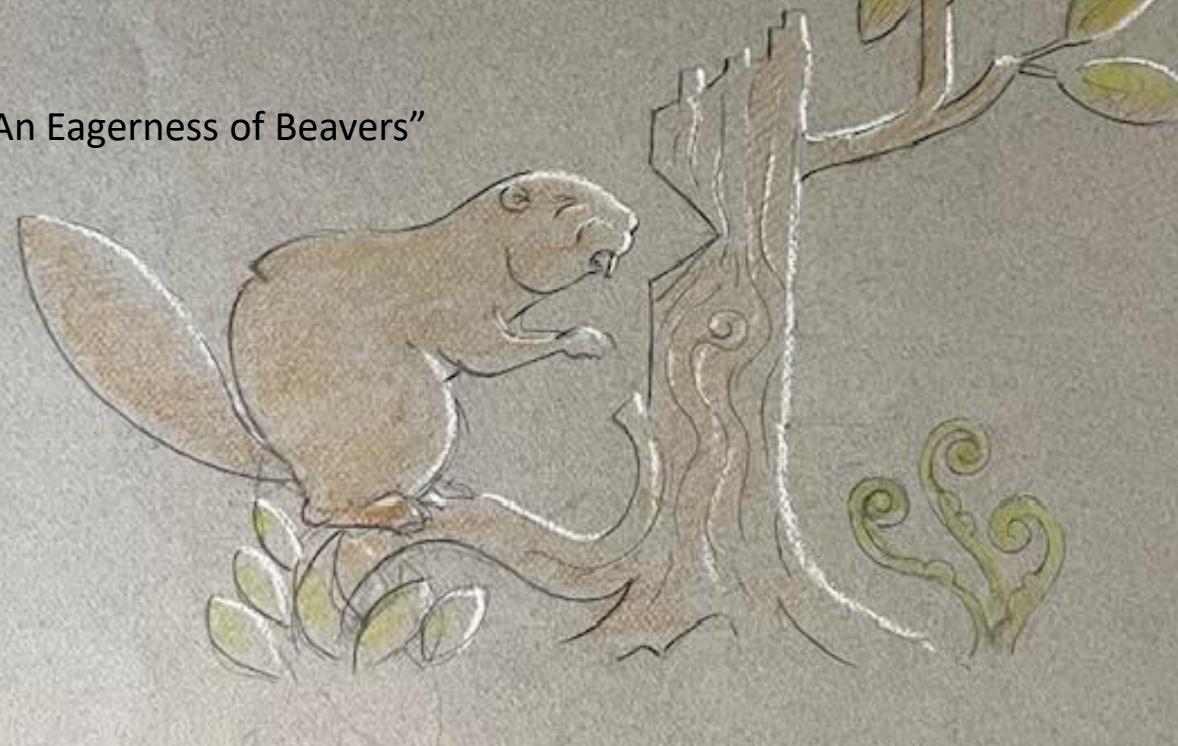
My primary objective is that they ALL playfully relate to each other in such a way that they could be regarded as one.

These sculptures would be modeled as 3-dimensional, life-size (and most cases slightly larger) native animal species.
(Not cut-out silhouettes)
Cast in Bronze or Aluminum

"A Hover of Hawks"



"An Eagerness of Beavers"





"A Sagaciousness of Owls"

8' tall **75**

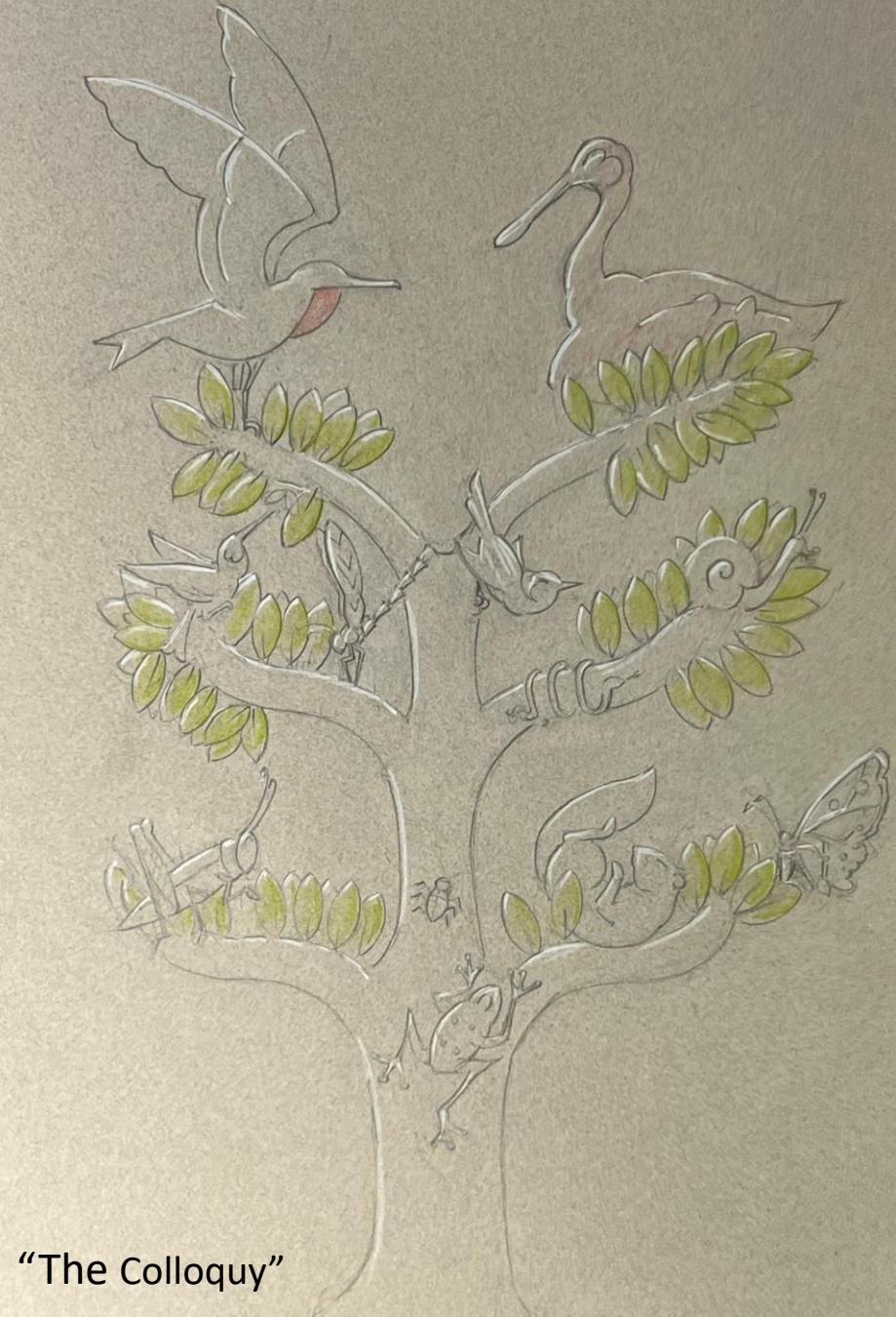
Complement the plantings and landscape design



7' tall

9' tall

“The Colloquy”



“Community Informed Art”

I would like to convey that I am always very receptive to suggestions/recommendations

.
Some of the most joyous projects are a direct result of this important ingredient.

If there is a certain flora/fauna that is especially meaningful, I am happy to discuss! MM





A "Walk" of Snails
&
A "Cloud" of Grasshoppers

8' tall **78**

“An Aerie of Eagles”



8' tall



"A Sleuth of Bears"



7.5' tall



"A Siege of Herons"
(On Sawgrass)

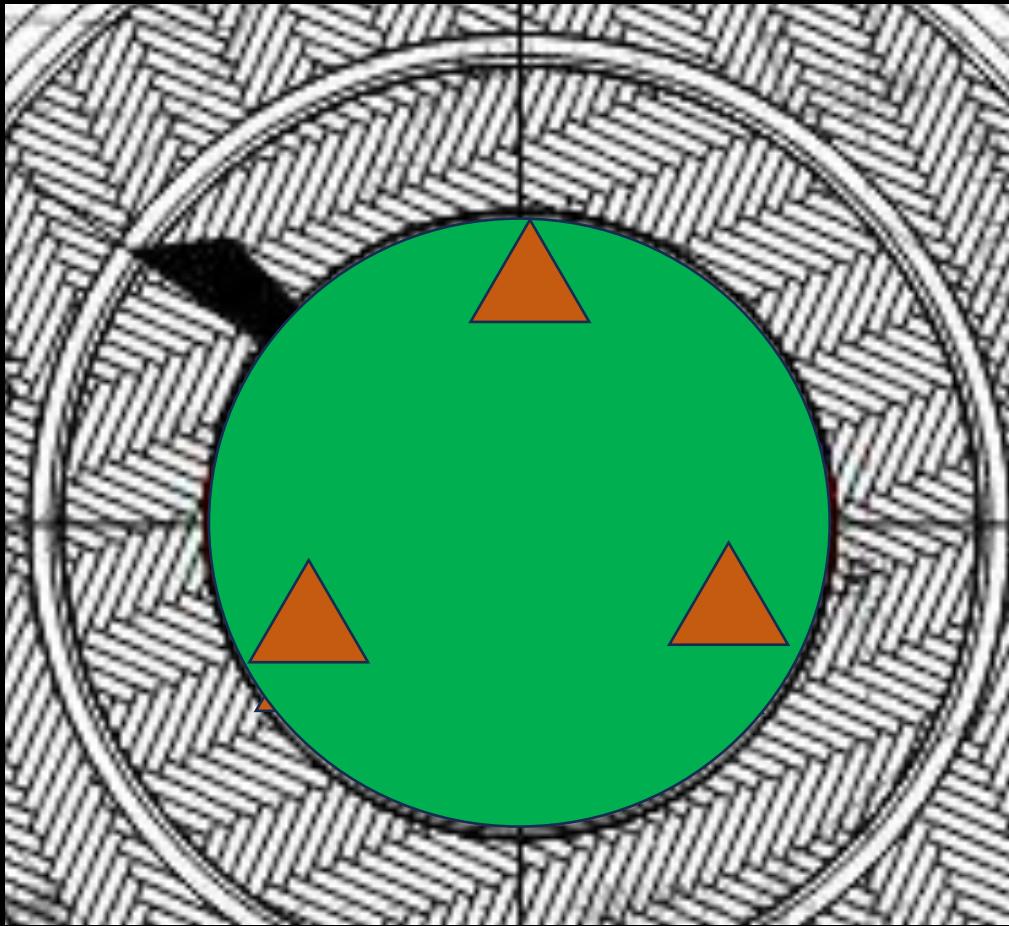
7.5' tall

"A Rafter of Turkeys"



6' tall

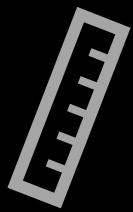
Proposed dimensions/placement



Each unique Sculpture could range from 6.5 to 9.5 ft. tall x 5 ft in diameter x width x depth

(3ea.) Unique sculptures designed for each roundabout

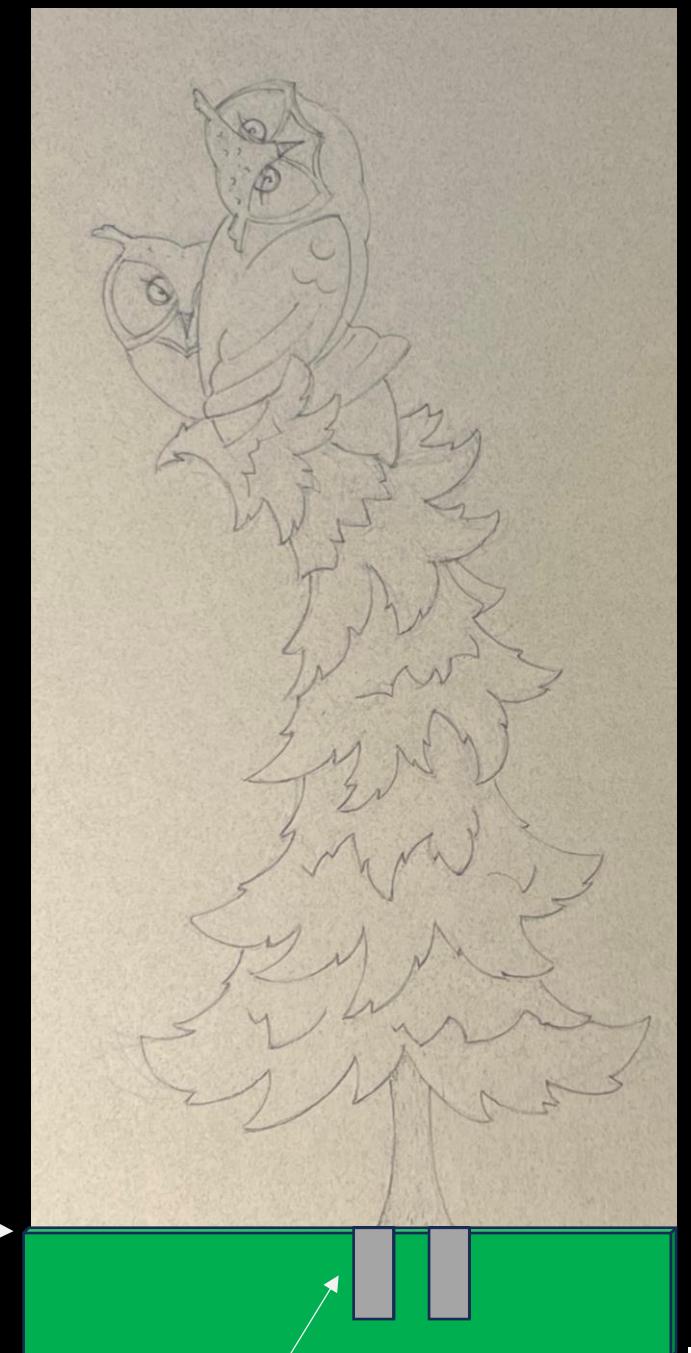
Placed toward the perimeter's edge. (Romantic side facing spectator)



Grade



Concrete Foundation (cross section below grade)





Color and Maintenance

The choice of Patinas can suggest the graceful appearance of aged antiquity. It also has the ability to make bronze appear rich, bright & iridescent



Our unique applications of traditional & contemporary finishes require little to no maintenance.



3 coats of exterior UV protective are applied upon installation.



Sheet

Belmont

Everdur Silicon Bronze Product 4951

With its pleasant color (and ability to accept a range of patinas) combined with good fluidity, low dressing, and a reasonable solidification range, Everdur Silicon Bronze is widely used in both industrial and creative applications. Everdur's balance of mechanical properties and corrosion resistance has led to its use in valve and pump parts, impellers, bells and a variety of other engineering applications. More recently, Everdur's excellent casting characteristics have resulted in it being the preferred Bronze for sculpture casting and in its wide acceptance for the jewelry caster as well.

Nominal Chemical Composition

Copper 95%
Silicon 4%
Manganese 1%



Typical Physical Properties

Unless otherwise stated, measured at room temperature, 68°F (20°C).

Property	U.S.	Metric
Melting Range (solidus/liquidus)	1550°F–1780°F	840°C–971°C
Pouring Range	1900°F–2250°F	1010°C–1235°C
Density	0.302 lbs/cu. in.	8.36 g/cu. cm.
Specific Gravity	8.36	8.36
Thermal Conductivity	16.4 Btu/ft./hr./sq. ft./°F	28 W/m/°K
Electrical Conductivity	6% IACS	6% IACS

Typical Mechanical Properties (test bar values – C80100)

Unless otherwise stated, measured at room temperature, 68°F (20°C).

Property	U.S.	Metric
Tensile Strength	55000 lbs/sq. in.	379 MPa
Yield Strength	25000 lbs/ sq. in.	172 MPa
Elongation in 2 in. (50 mm)	30%	30%
Brinell Hardness (500 kg. wt.)	85	85
Shear Strength	28000 lbs/sq. in.	190 MPa
Impact Strength Izod	33 ft. lbs	45 Joules

Continued

Belmont: The Non Ferrous Specialists

For maximum variety in non ferrous metals, alloys and shapes.
Custom shapes and compositions available.

Bronze?

Why “Silicon” Bronze in particular?

95% copper

4% silicon and

1% manganese.



This “modern” alloy recipe was formulated early in the 20th C by metallurgists seeking to meet the high demand for better quality castings intended for industrial and marine applications.



It contains good structural quality, finishes nicely and accepts patinas readily. It especially offers a high resistance to corrosion!



For 20 years we have been fortunate enough to operate our own studio foundry.



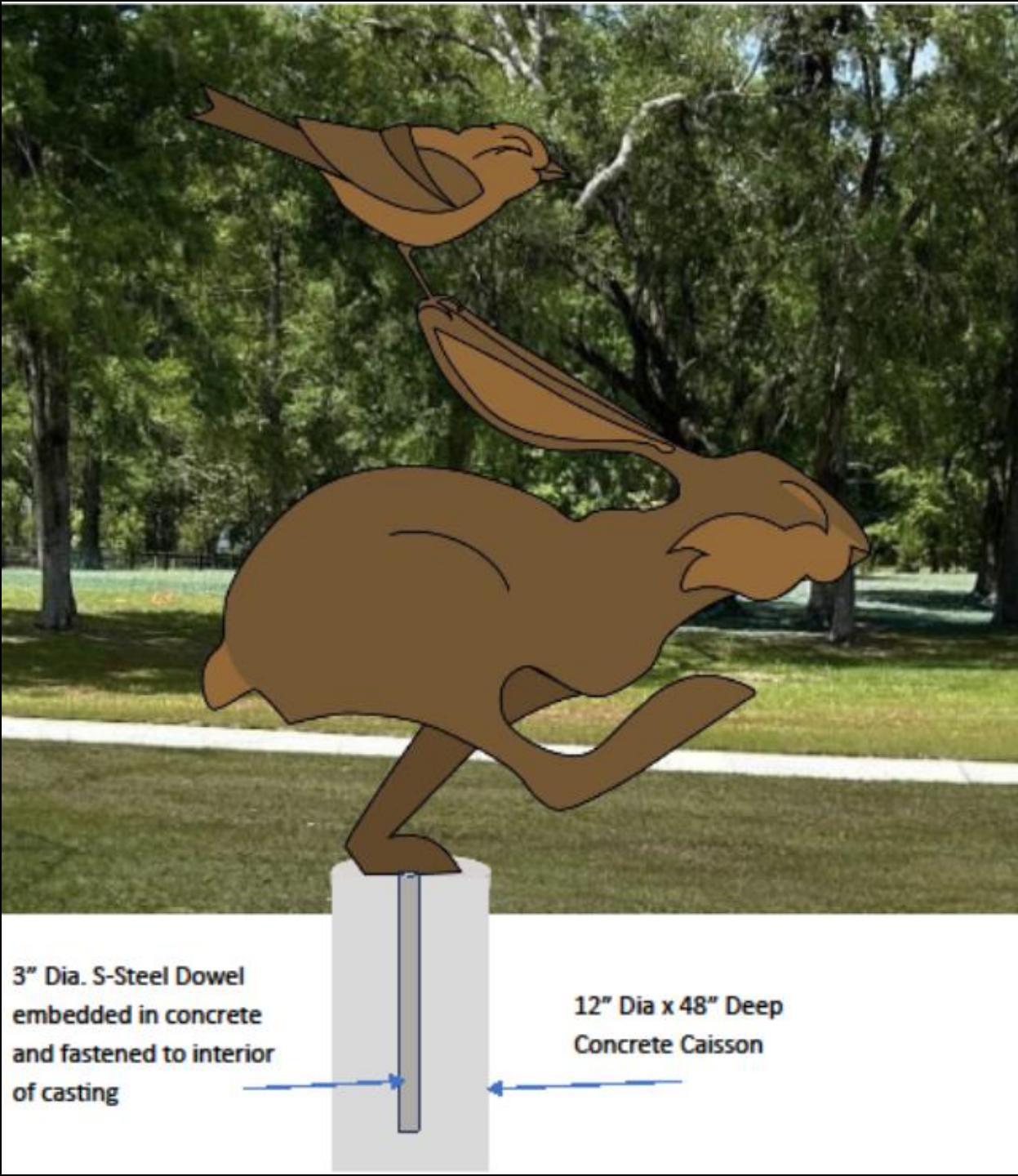
This important asset allow us to perform all stages of our creative and technical fabrications under one roof.



I come from a construction background.(USAF Combat Engineer) For the past 20 years I have applied this unique life experience to our artistic endeavors. As a result, I can always be found “hands-on” in every aspect of installation/s.

There are occasions when we are mandated by state and local ordinances to seek out and subcontract with qualified companies that can assist us in these endeavors. Like any contractor or home-owner, we strive to seek those companies that have the ability to communicate well, provide the highest quality and value for the service. (Good references, insurance and credentials).





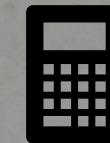
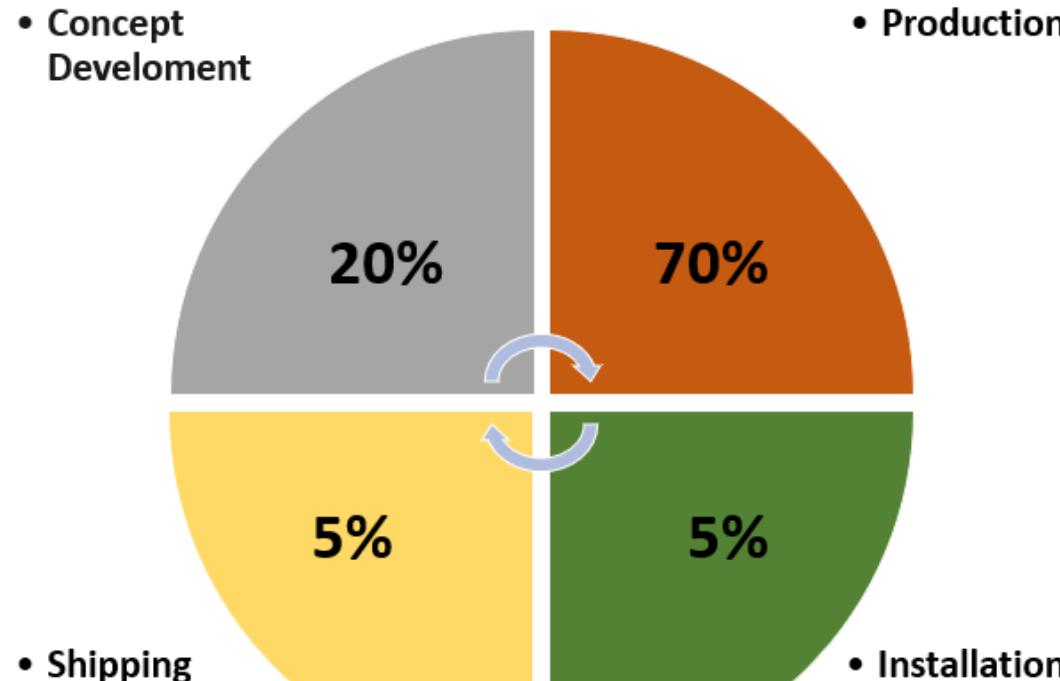
Installation Method & Materials :

This illustrates our suggested base-line installation concept.

As you probably all well know, a Florida licensed engineer will be a necessary and valuable partner for any sculpture installation.

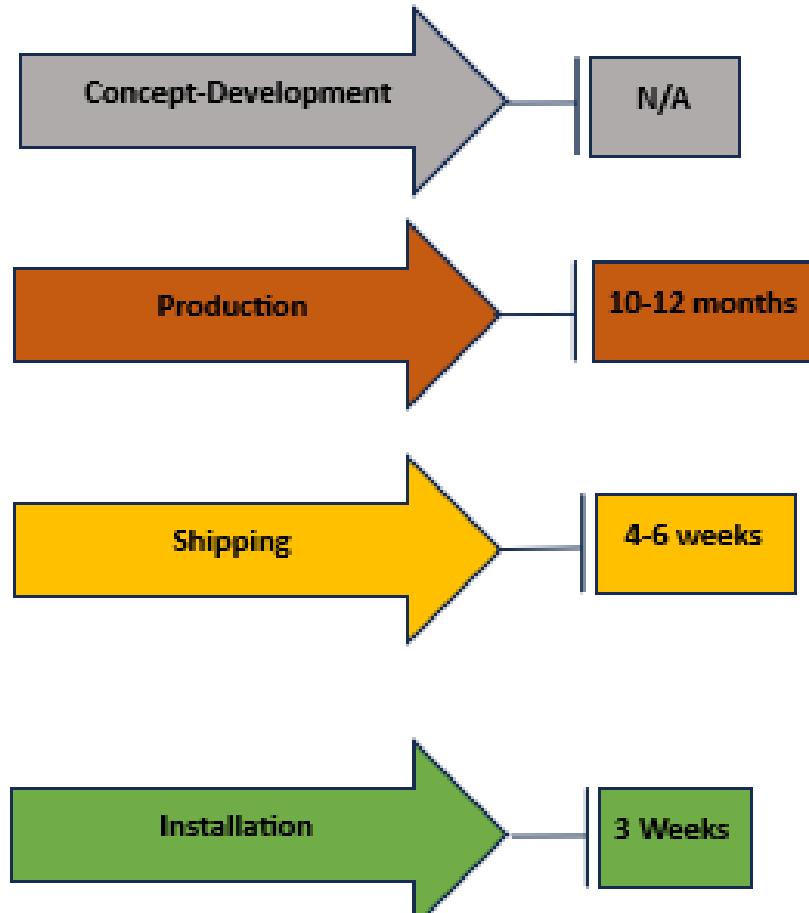
They will happily review and guide us in determining the exact foundation to meet & exceed all national, state and local building standards.

Project Budget



Patterns		\$15,000.00
Insurance		\$4,000.00
Foundry Costs		\$79,475.00
Fabrication		\$12,500.00
Delivery		\$6,000.00
Installation		\$15,000.00
Engineering		\$5,000.00
Permits		\$1,000.00
Incidentals		\$2,000.00
Taxes	6.35% Sales Tax	\$9,525.00
Total		\$150,000.00

Project Time-line



Project Duration 10 -16 months

Concept & Development- Through the discussion and use of visual materials (drawings/models) the parameters of the project, ie. scale, placement, estimated production schedule and projected requirements will be agreed upon. Administrative documentation is included

Production – The artist and team will create a full-scale prototype (plaster, clay wax or fiberglass) which will be delivered to the foundry for casting into the desired metal alloy. Upon completion there, the castings will be returned to the artist studio-workshop where fabrication, finishing and patina will be performed.

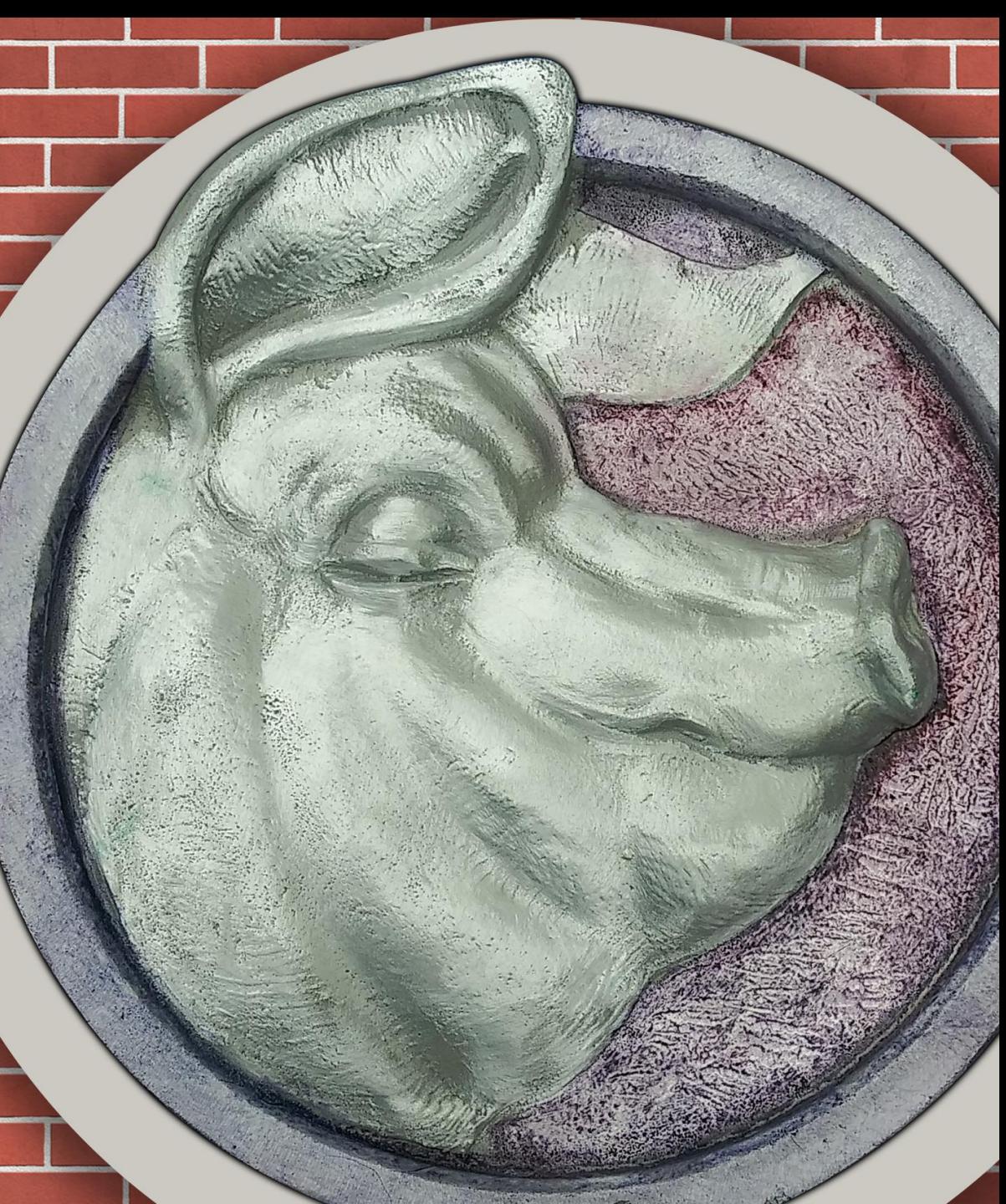
Shipping - Contracted freight handlers (or in some cases) the artist . Bonded, Insured DOT compliant



Installation- Due to the scale-weight of the art work, it may be necessary to contract licensed riggers with specialty equipment to assist in installation.

NB: Liability Insurance, permitting, engineering certificates, custom fees and incidentals are calculated in “production”. All requisite supplies, materials and associated costs for site clean up are included in “installation”





Note:

Aluminum could be offered as an equally durable and time tested alternative.

A wire brushed finish can give the rich appearance of silver pewter. Aluminum can be colored transparently (or boldly if desired).

Aluminum can allow for larger scale castings.





Thank you so much for the opportunity to present our work. I am very honored and grateful for your consideration. Please feel free to reach out at any time for further information .



<http://mjmsculpture.com/>
Contact@mjmsculpture.com
860-459-7949



<https://www.instagram.com/mjmsculpture>



<https://facebook.com/michaelmclaughlinbronzesculpture>

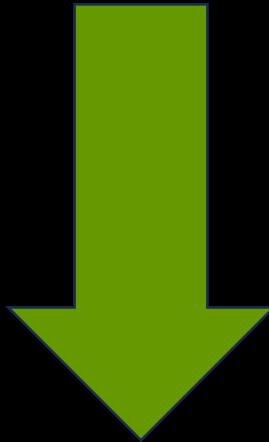


<https://www.youtube.com/@mjmsculpture>

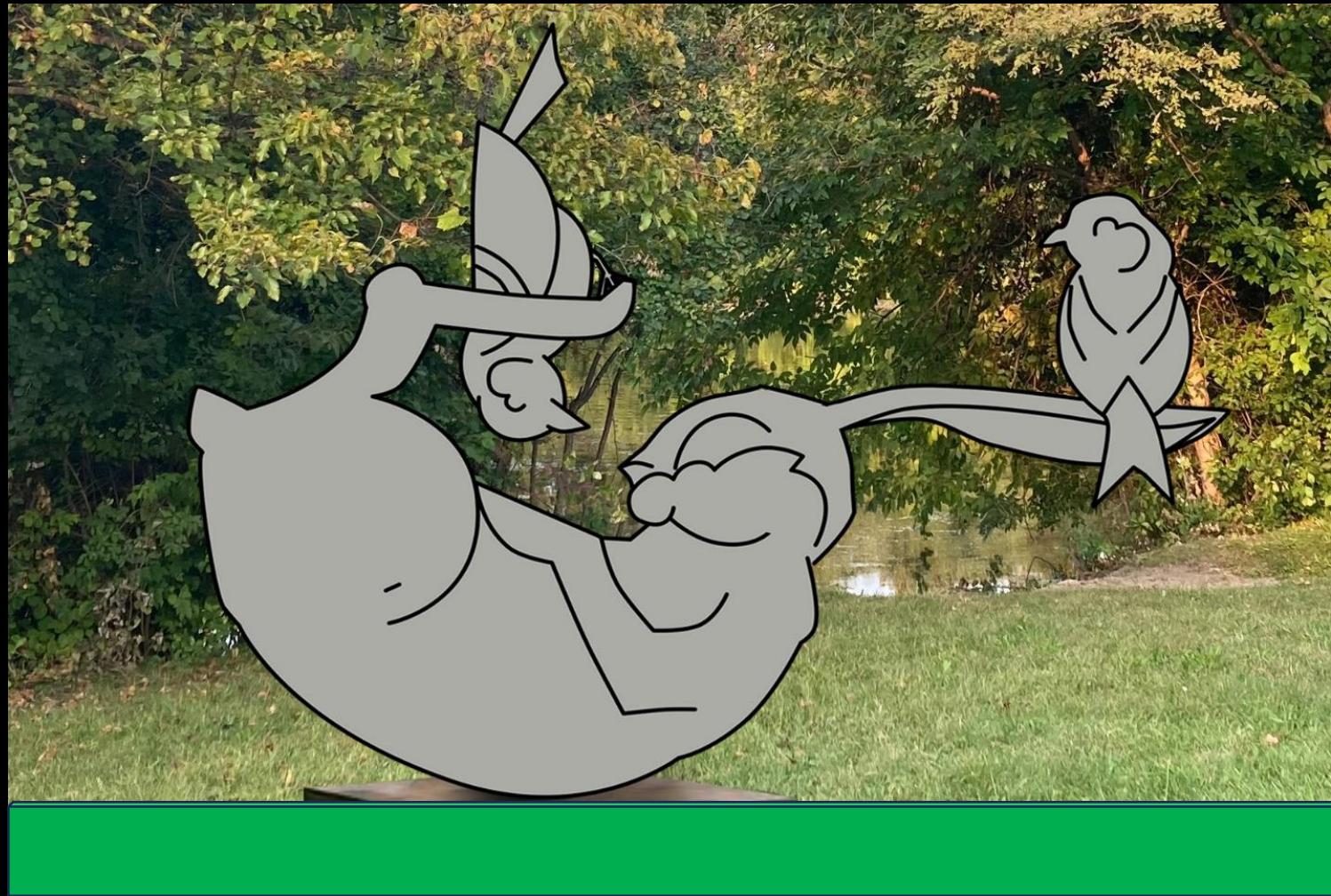


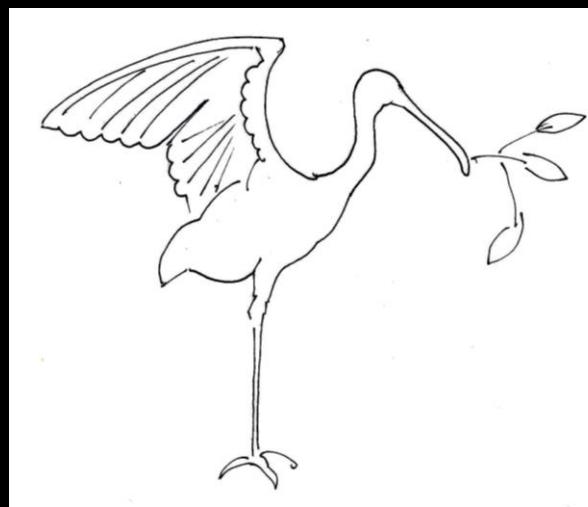
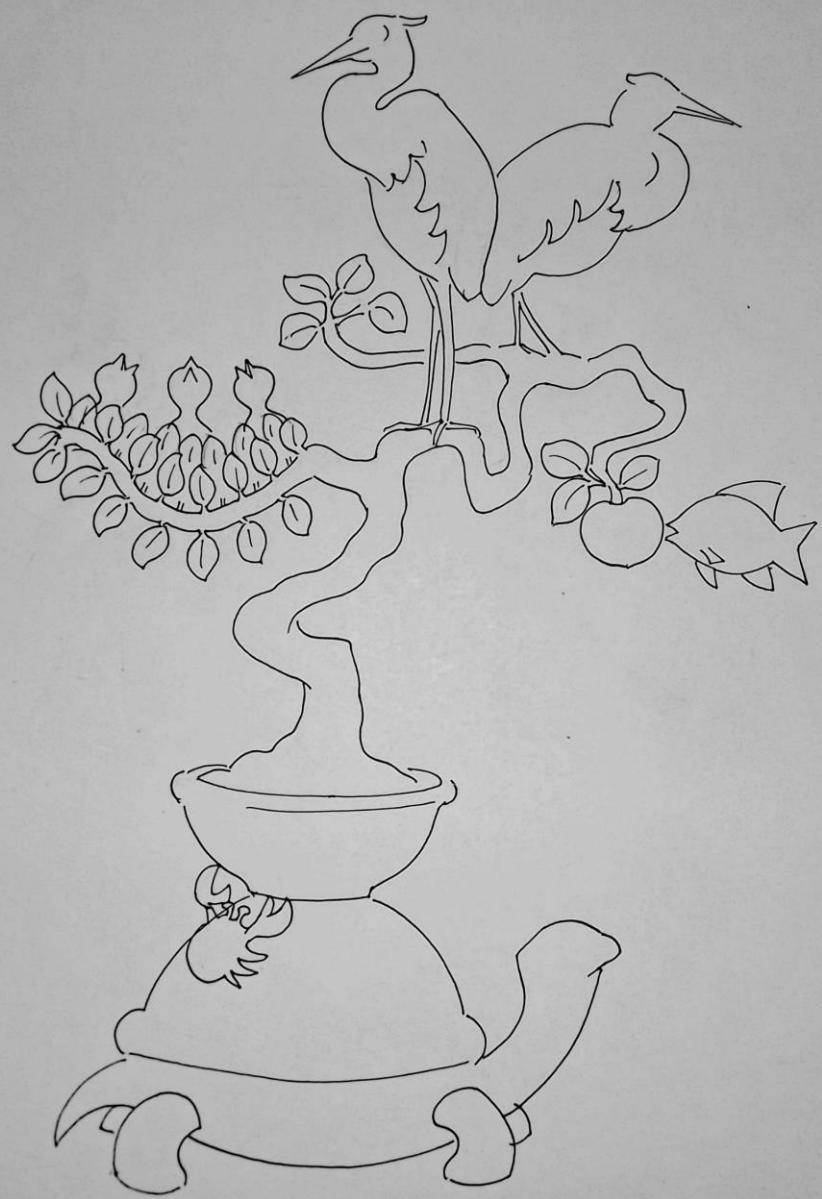


Development Images











PORt ST. LUCIE ROUNDABOUTS ARTWORKS

Concepts by Vito Di Bari

DI BARI
& ASSOCIATES
iconic art installations

4950 SW 72 Avenue Suite 206 - Miami, FL - briceno@dibari-id.com , www.dibariassociates.com



Concept n.1 - Wildlife













At night, it will be illuminated with standard floodlights that gently wash the sculpture from bottom to top.

Narrative description of the concept

The Heart Within

The Heart Within brings together two site specific sculptural works that I conceived as artistic landmarks for the new roundabouts along Paar Drive in Port St. Lucie. My intent is to respond thoughtfully to the character of the city, its natural environment, and the unique way these spaces are experienced through movement. Roundabouts are places of transition rather than pause, so I approached them as opportunities to create artworks that reveal themselves by offering moments of meaning without distraction. Both sculptures are designed to feel light and airy, to integrate seamlessly with the surrounding landscape, and to enrich the everyday experience of residents and visitors.

Artwork n.1 - Wildlife

The first artwork draws inspiration from the sandhill crane, a species native to the region and a powerful presence in the local landscape. I see Port St. Lucie's natural beauty reflected in the crane's elegance, balance, and sense of openness.

I translated these qualities into a sculpture composed of bent and welded metal rods, creating a transparent structure that feels dynamic yet calm. The wings extend outward in a welcoming gesture, while the open framework allows light, sky, and landscape to pass through the form, maintaining clear sightlines and avoiding visual heaviness.

Within the crane, I embedded a heart that echoes the hidden heart found in the City's logo, expressing Port St. Lucie's community values and its identity as the Heart of the Treasure Coast. This detail is intentionally subtle, revealing itself only as viewers move around the roundabout and engage more closely with the sculpture.

During the day, the crane interacts naturally with sunlight, casting delicate shadows and shifting patterns that change as one moves through the intersection. At night, the sculpture is illuminated using standard lighting, ensuring visibility while maintaining a calm presence that prioritizes safety and avoids distraction. My goal is for the artwork to feel uplifting and graceful, enhancing the space without dominating it.

Artwork n.2 - Nature

The second artwork allows me to explore the natural landscape of Port St. Lucie through a more abstract language. This sculpture is composed of three large leaf forms folded inward to create a unified triple spiral. The form is guided by the Fibonacci sequence and enriched by a Voronoi pattern, both of which reflect the hidden mathematical structures that govern natural growth. These patterns echo the textures and geometries found in the City's parks, preserves, and green corridors. The spirals rise together in a single upward gesture that I see as a metaphor for growth, renewal, and continuity within the community.

A gradual color progression from green to warm yellow and soft red reflects the life cycle of leaves and the constant process of transformation present in both nature and the city

itself. From above, the sculpture reveals a precise three-part Fibonacci structure, grounding the work in the universal geometry of nature.

As with the crane, I integrated a hidden heart into the artwork, subtly woven into the veins of the tallest leaf. This detail reinforces the shared narrative between the two sculptures and reflects the idea that the heart of the city is something felt and discovered, rather than immediately seen.

Both artworks are fully three dimensional and designed to be experienced from every angle, offering a continuous 360 degree experience as drivers and pedestrians move around the roundabouts. Their transparency allows sunlight to pass through during the day and soft illumination to define their forms at night, using standard floodlighting only. I have intentionally avoided reflective surfaces and dense massing, ensuring that the sculptures remain visually engaging while minimizing driver distraction and integrating naturally with the City's planned landscaping.

At the core of both concepts is the idea of discovery. Each artwork contains a hidden heart, subtly woven into its form and not immediately visible. This shared gesture reflects what I see as the spirit of Port St. Lucie, a city whose identity is defined not only by visible growth and natural beauty, but also by deeper values of community, care, and belonging. In the context of a roundabout, where perception unfolds over time and from multiple viewpoints, the hidden heart becomes a quiet and meaningful symbol.

Through *The Heart Within*, my aim is to create two artworks that are deeply connected to their sites and to the community they serve. These works are site specific, light and airy, visually engaging, and inspiring. They reflect and honor Port St. Lucie's identity, celebrate the nature and wildlife of the region, and embody the values of growth, care, and connection that define the city.

Vito Di Bari

A handwritten signature in black ink, appearing to read 'Vito Di Bari', is positioned below the typed name. The signature is fluid and cursive, with a distinct 'V' at the beginning.



PORt ST. LUCIE ROUNDABOUTS ARTWORKS

Concepts by Vito Di Bari

DI BARI
& ASSOCIATES
iconic art installations

A faint, grayscale image of a city skyline is visible in the background. It includes several skyscrapers of varying heights and a prominent Ferris wheel structure on the right side.

*My specialty is creating **site-specific artistic landmarks**.*

*My specialty is creating **site-specific artistic landmarks**.*

*My goal is to design artworks that feel **light and airy in form, visually engaging, transformative, and inspiring**, pieces that **enrich the built environment** while **minimizing distractions for drivers**.*

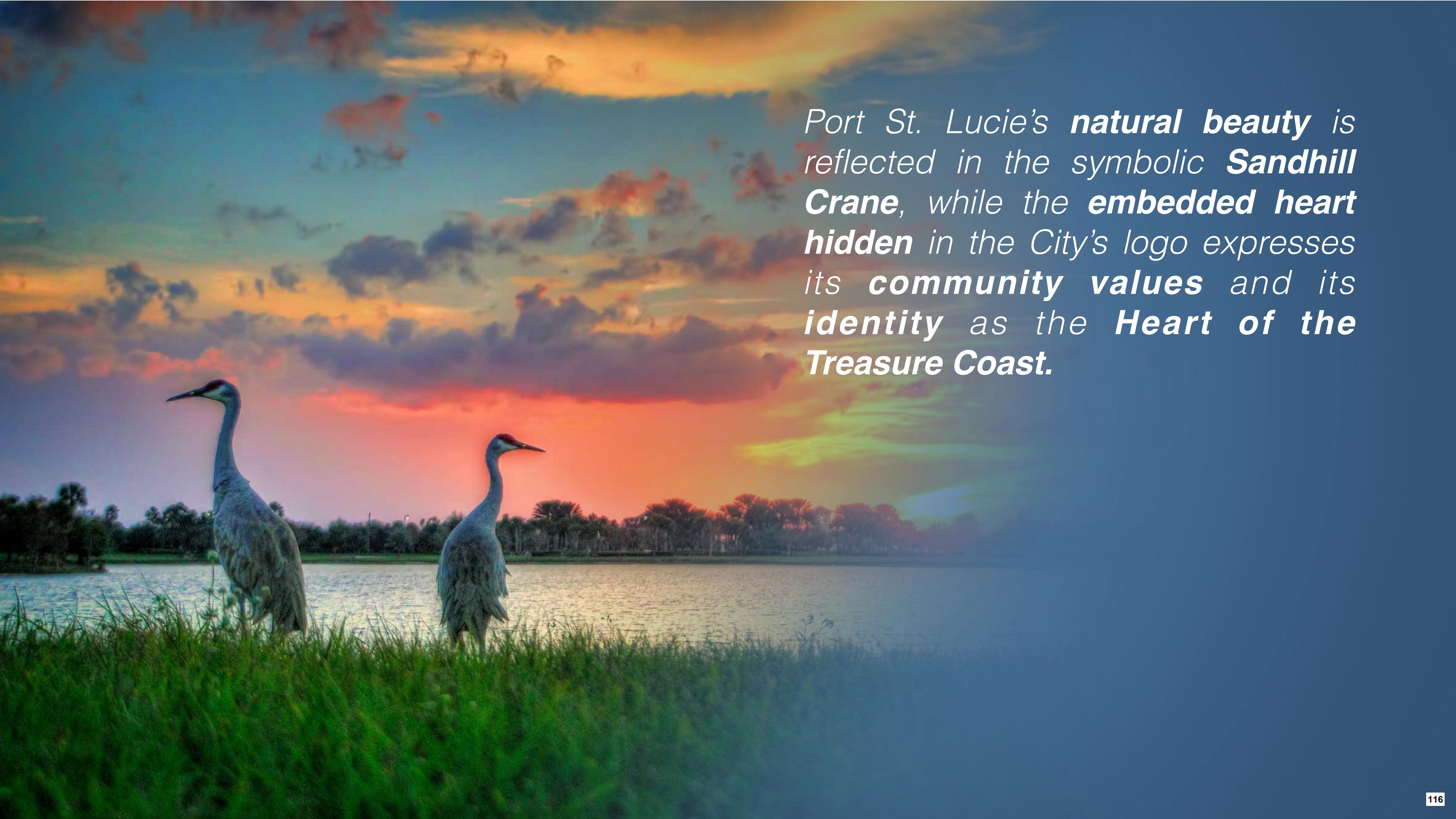
*My specialty is creating **site-specific artistic landmarks**.*

*My goal is to design artworks that feel **light and airy in form, visually engaging, transformative, and inspiring**, pieces that **enrich the built environment** while **minimizing distractions for drivers**.*

*I aim to achieve this by **creating landmarks that reflect and honor Port St. Lucie's identity** through both figurative and abstract compositions, **celebrating nature and wildlife of the region**.*

THE HEART WITHIN

Concept n.1 - Wildlife



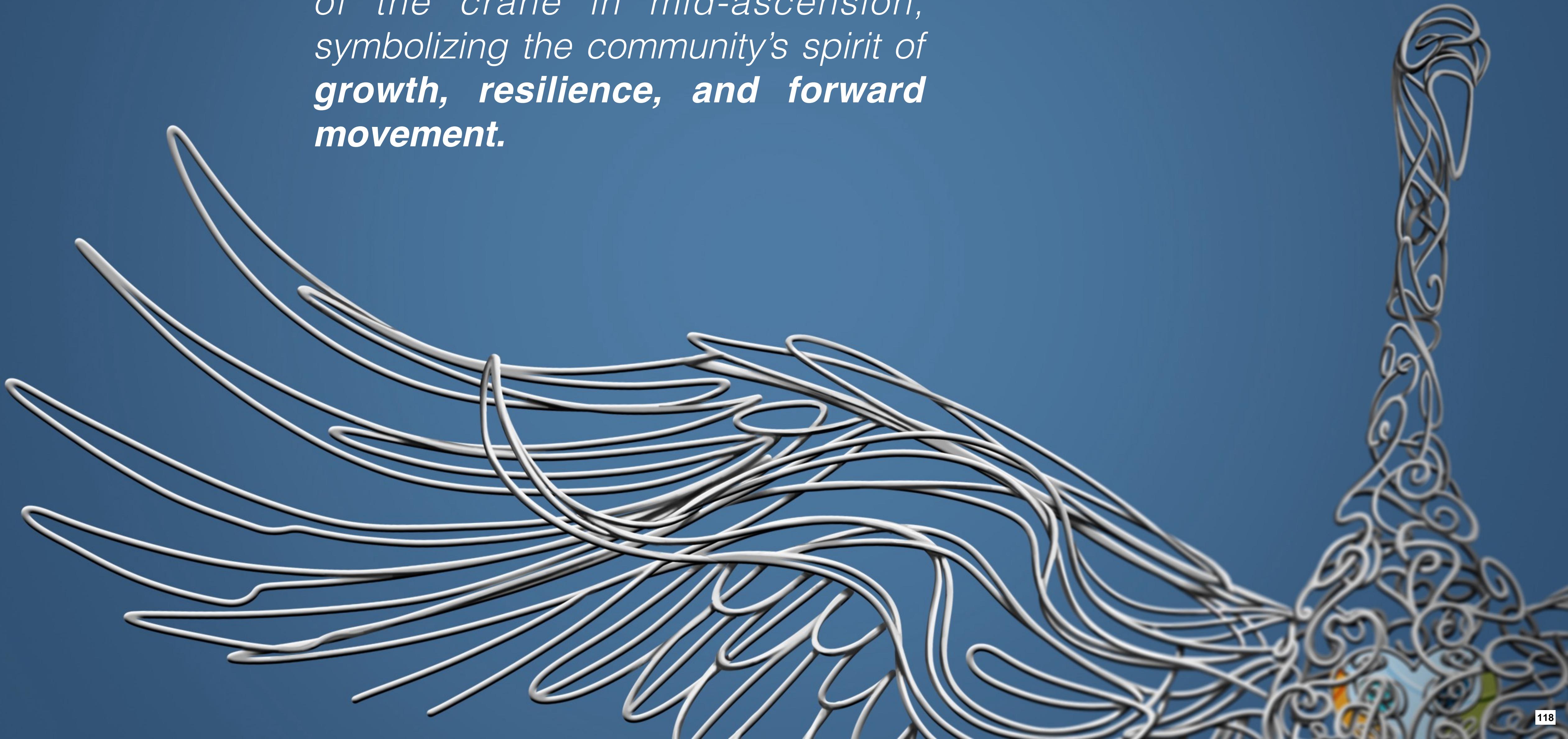
Port St. Lucie's ***natural beauty*** is reflected in the symbolic ***Sandhill Crane***, while the ***embedded heart hidden*** in the City's logo expresses its ***community values*** and its ***identity*** as the ***Heart of the Treasure Coast***.



*The **iconic sandhill crane** is a graceful, **airy** sculpture composed entirely of bent and welded metal rods.*

*Its sweeping wings extend outward in a wide, **welcoming gesture**.*

*The sculpture captures the essence of the crane in mid-ascension, symbolizing the community's spirit of **growth, resilience, and forward movement.***



Points of view

A three-dimensional piece to be viewed from any angle.

*A 360-degree experience,
as drivers and pedestrians move around the roundabout.*













Day/Night presence

*During the day, the artwork
will rise gracefully at the
center of the roundabout.*





At night, it will be illuminated with standard floodlights that gently wash the sculpture from bottom to top.



This image is a visual reconstruction created solely for illustrative purposes to help envision how the roundabout and its surroundings might appear in reality. It does not represent exact final conditions or engineering specifications.

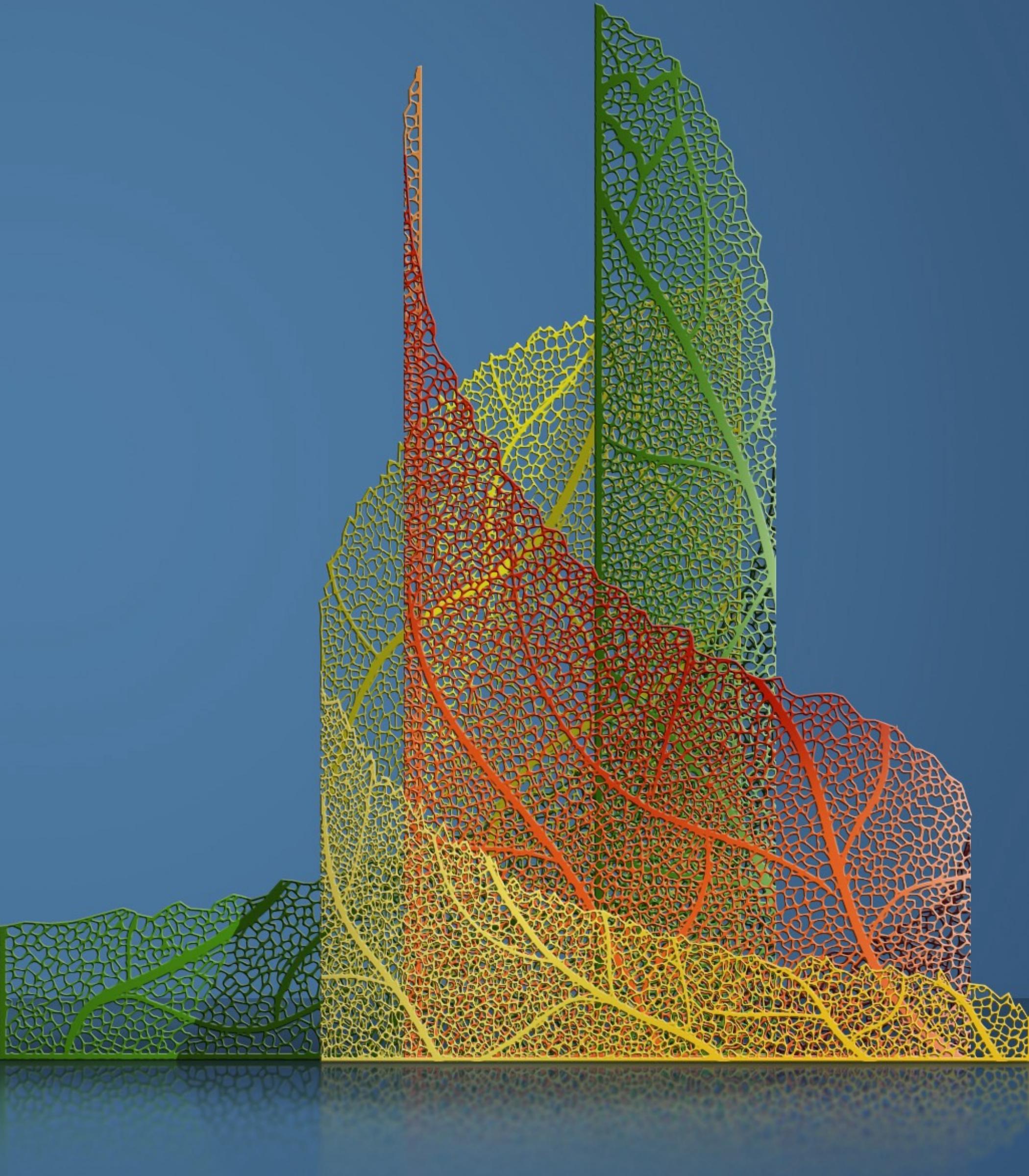


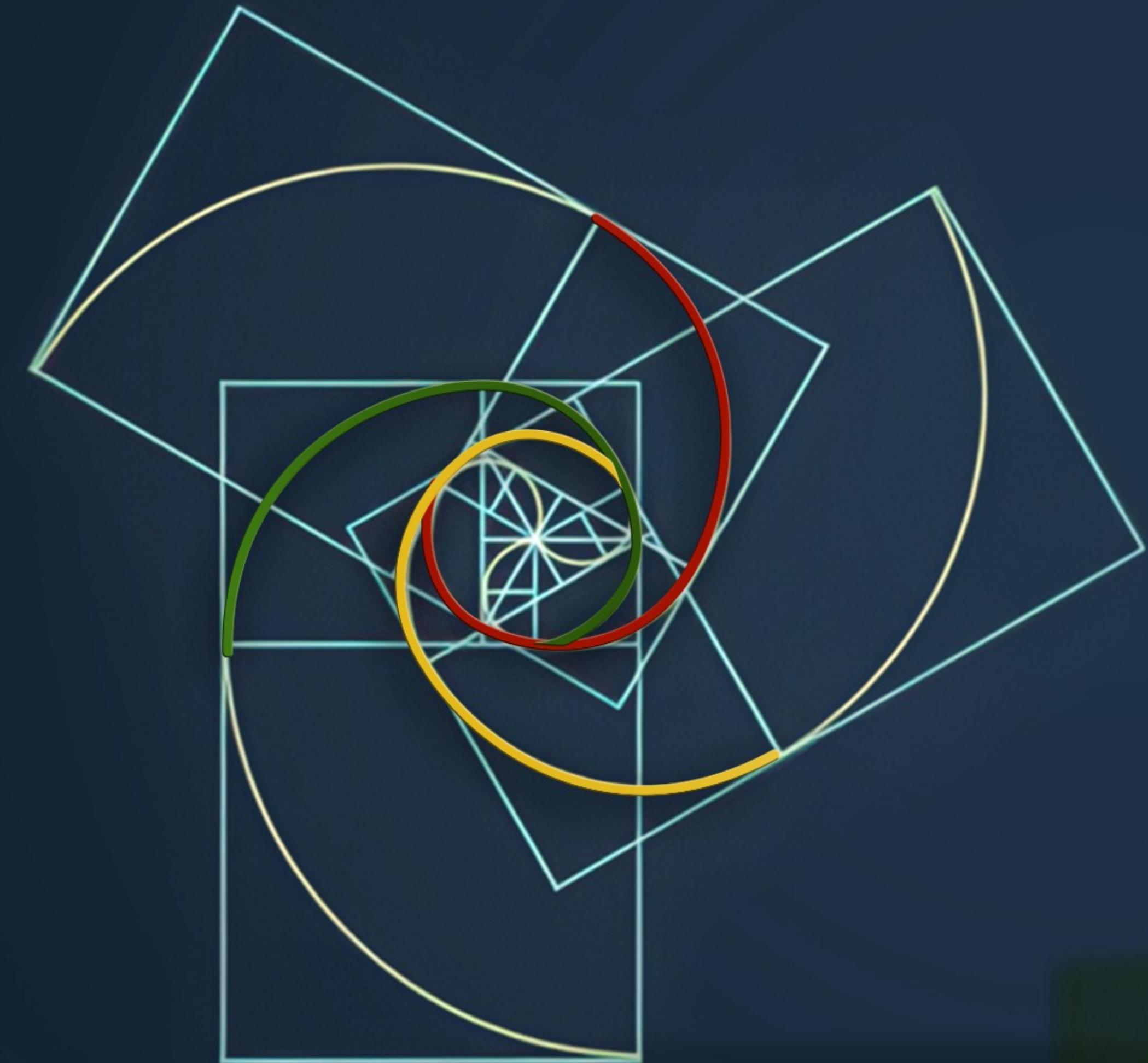
This image is a visual reconstruction created solely for illustrative purposes to help envision how the roundabout and its surroundings might appear in reality. It does not represent exact final conditions or engineering specifications.

Concept n.2 - Nature

The sculpture is a composition of three oversized leaves, folded inwards to form a three-way spiral shape.

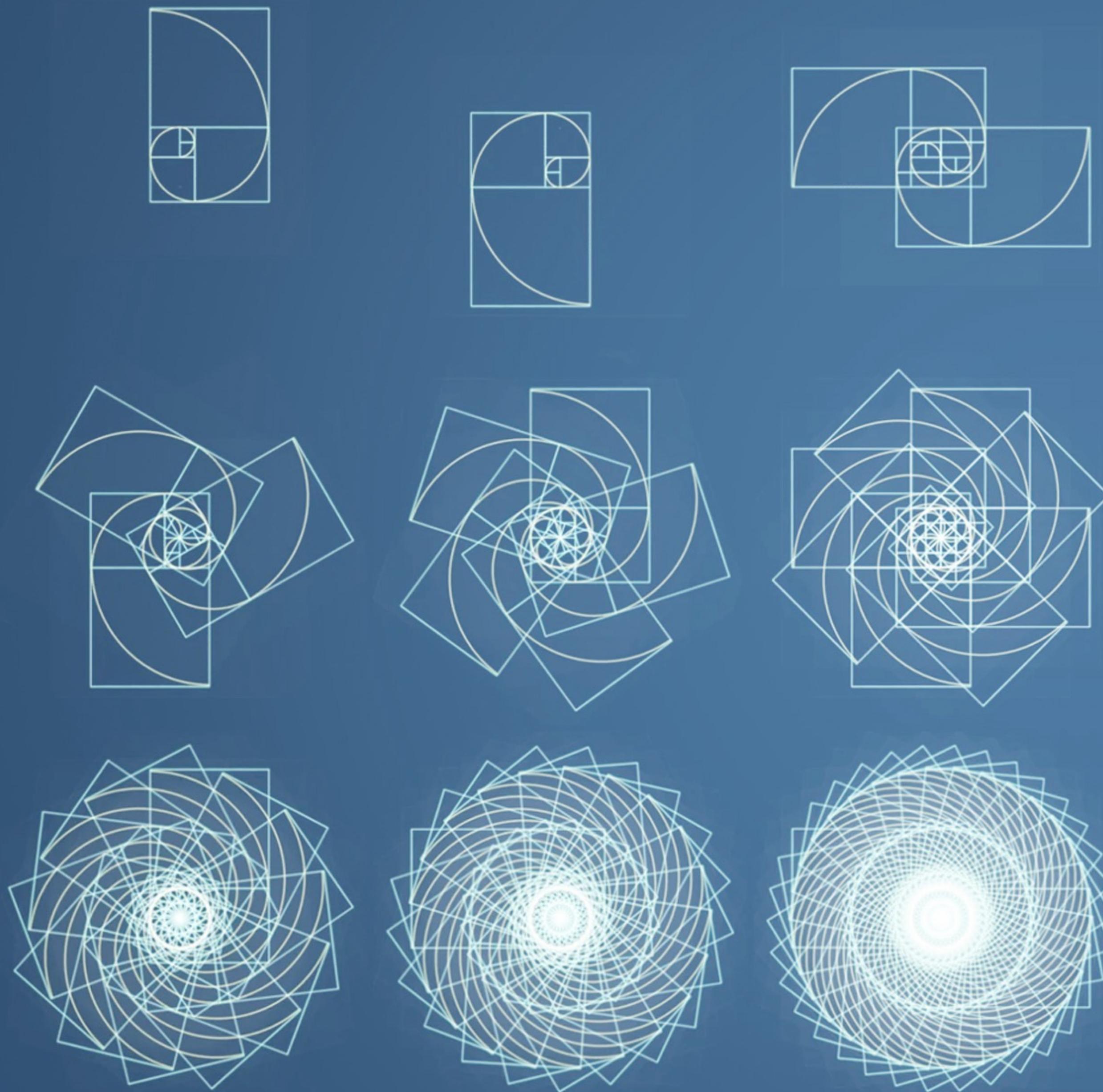
*Their heights vary, and their curves overlap to form a single ***rising gesture***, a quiet beacon at the heart of the roundabout, ***light and airy in form.****





*From the top view, each spiral reveals its structure based on the exact mathematics of a three-way **Fibonacci proportion**.*

*It's called **The Golden Section** because its form represents the **geometry of nature**.*



THE FIBONACCI SPIRAL

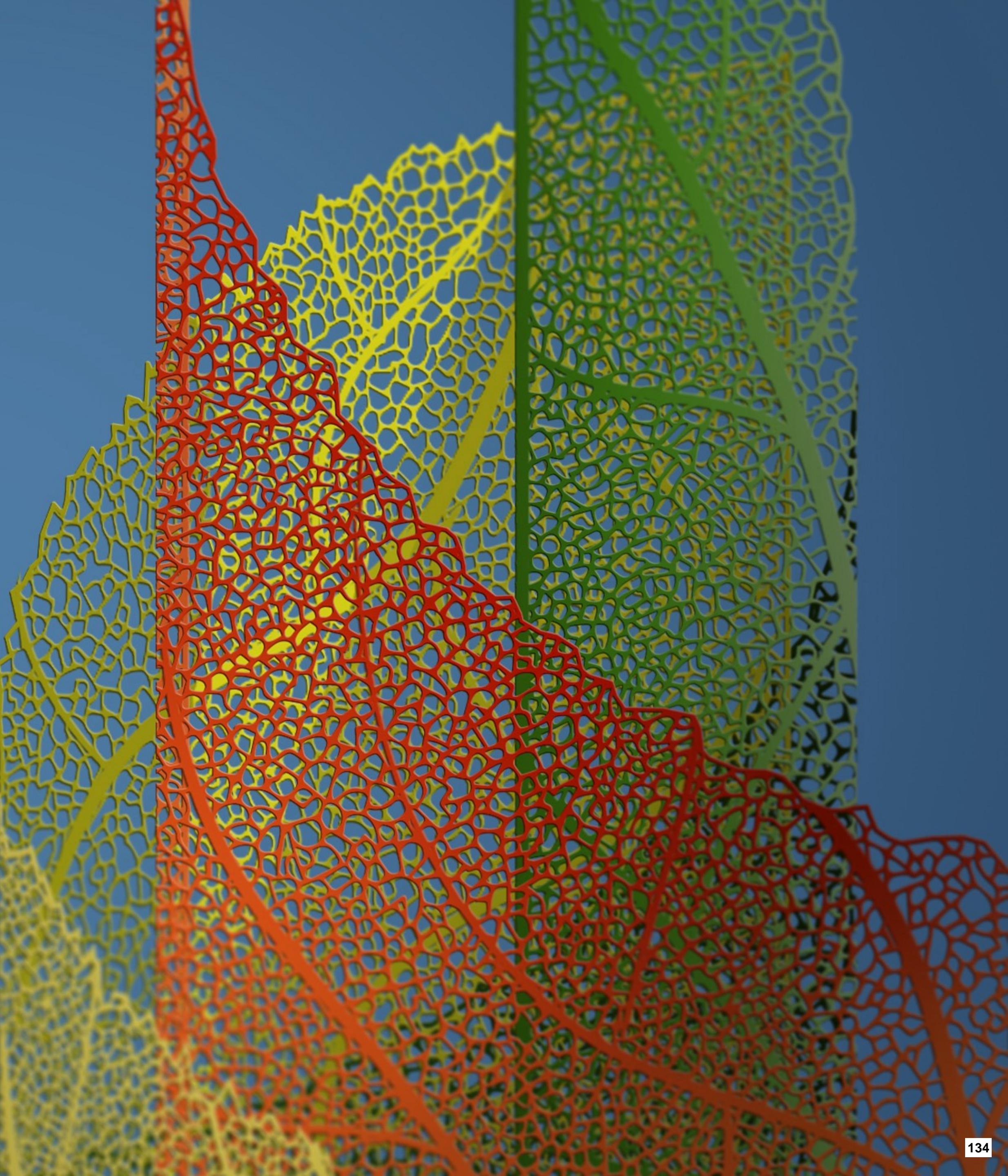
This spiral's form of the **Golden Ratio** is known as nown as he "nature's code" because is ubiquitous in the natural world, It's the essence of nature.



*A gradual color progression, from greens to warm yellows and soft reds, symbolising **the life cycle of leaves**.*

The palette is vivid enough to be engaging yet balanced to prevent visual overstimulation for drivers.

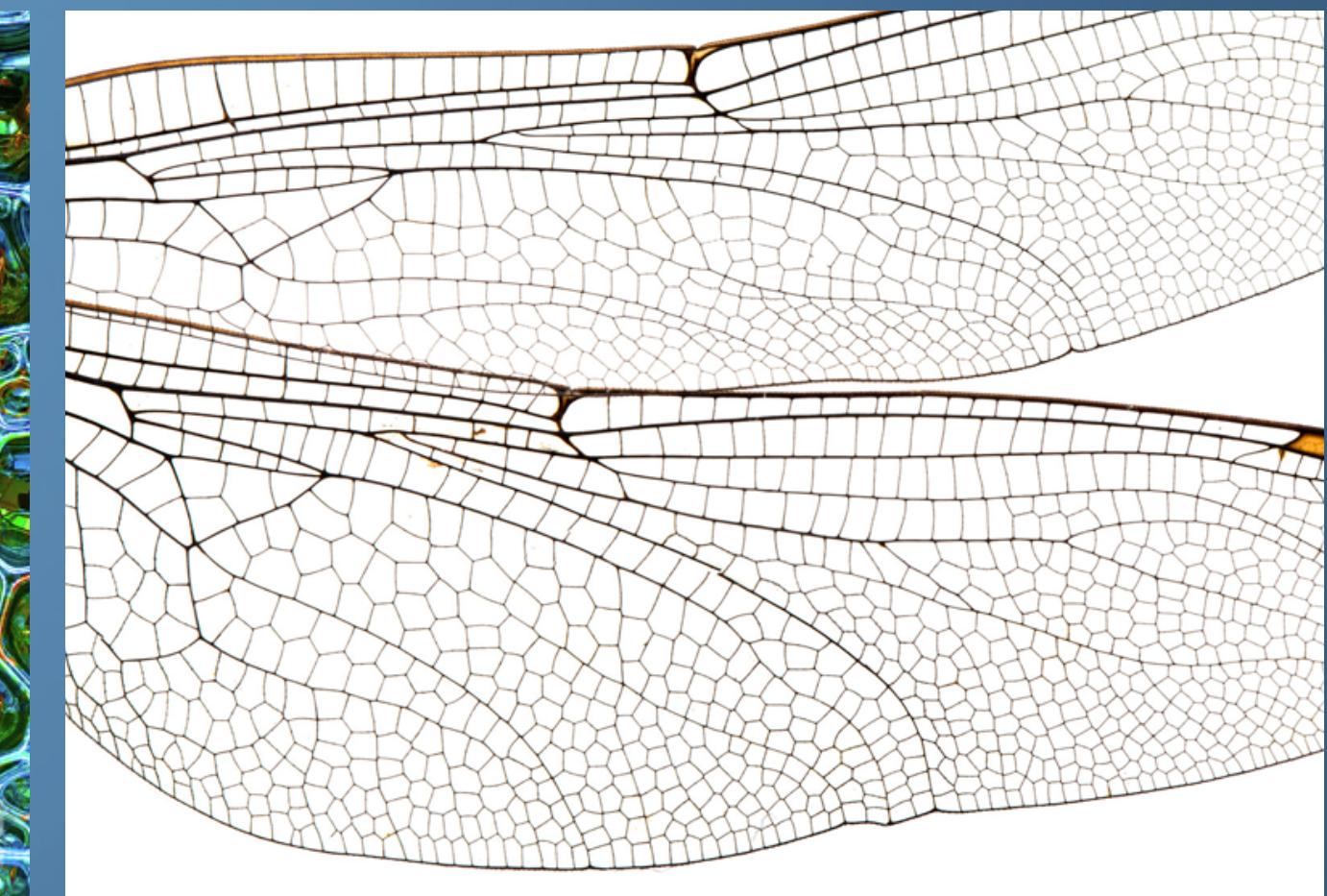
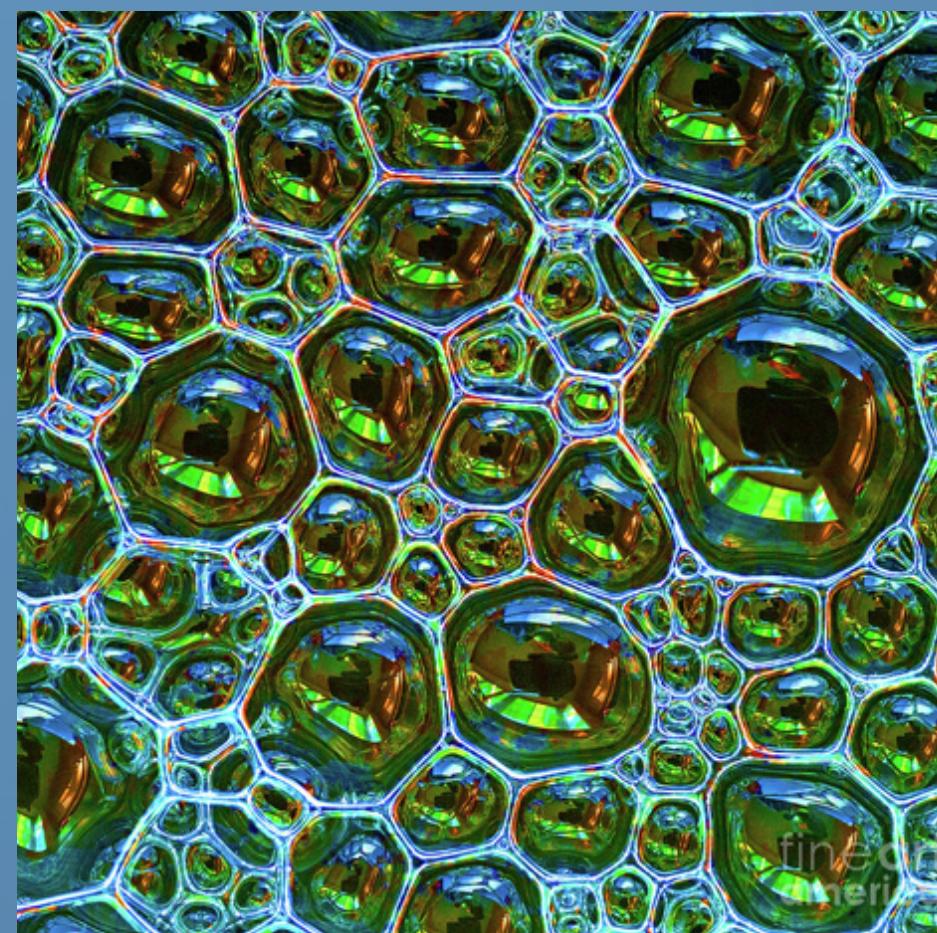
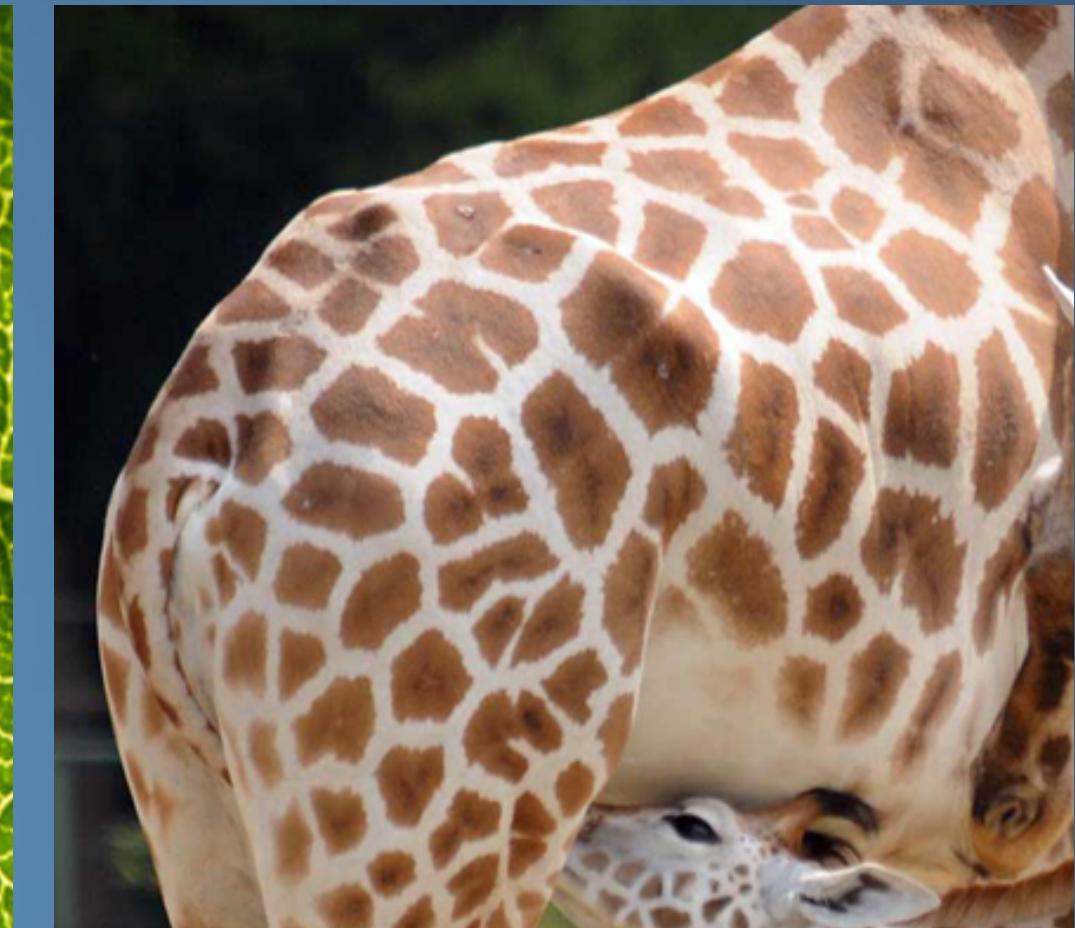
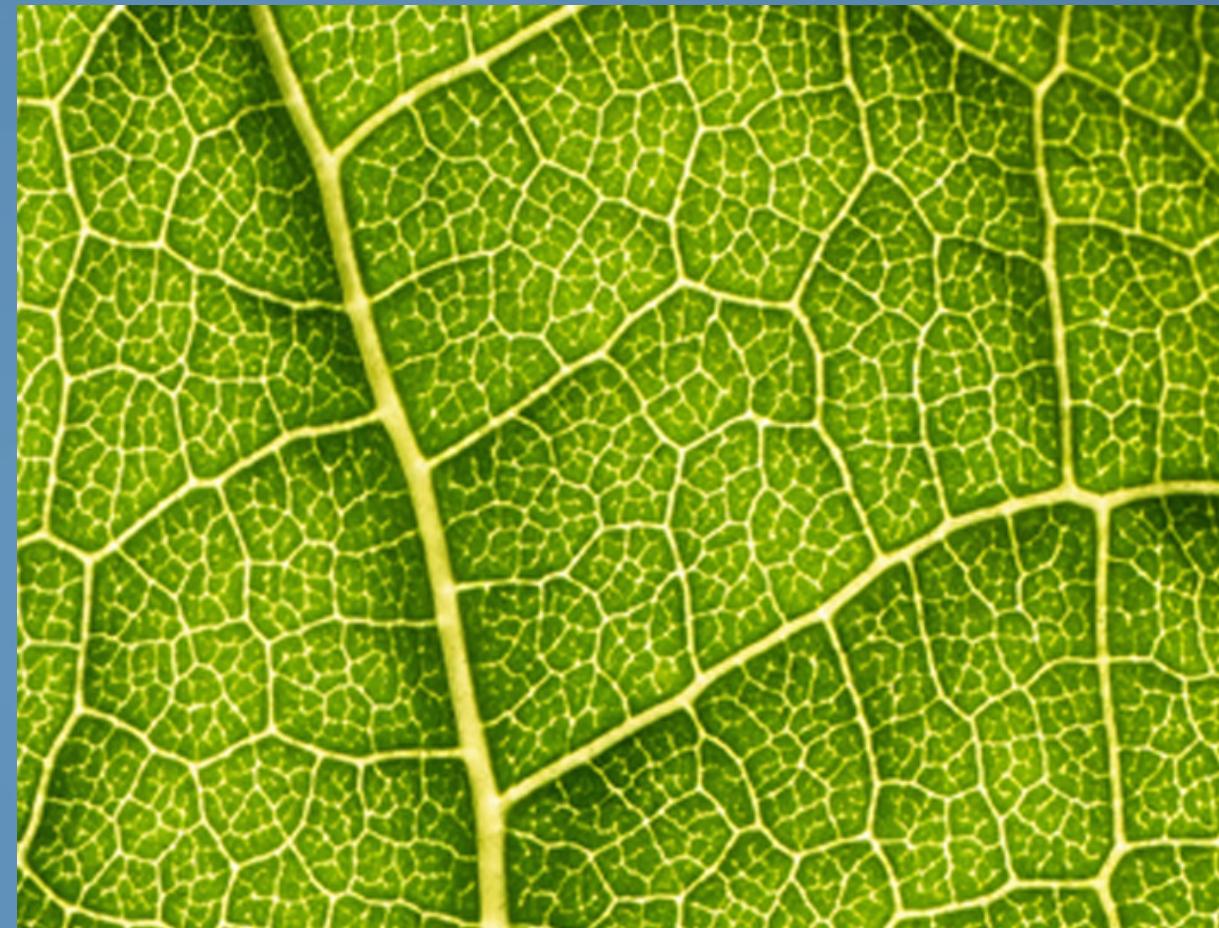
*The textures of leaves is a delicate **Voronoi pattern**.*



VORONOI DIAGRAMS

The Voronoi Diagrams, are nature's own blueprint because they permeate the fabric of the natural world.

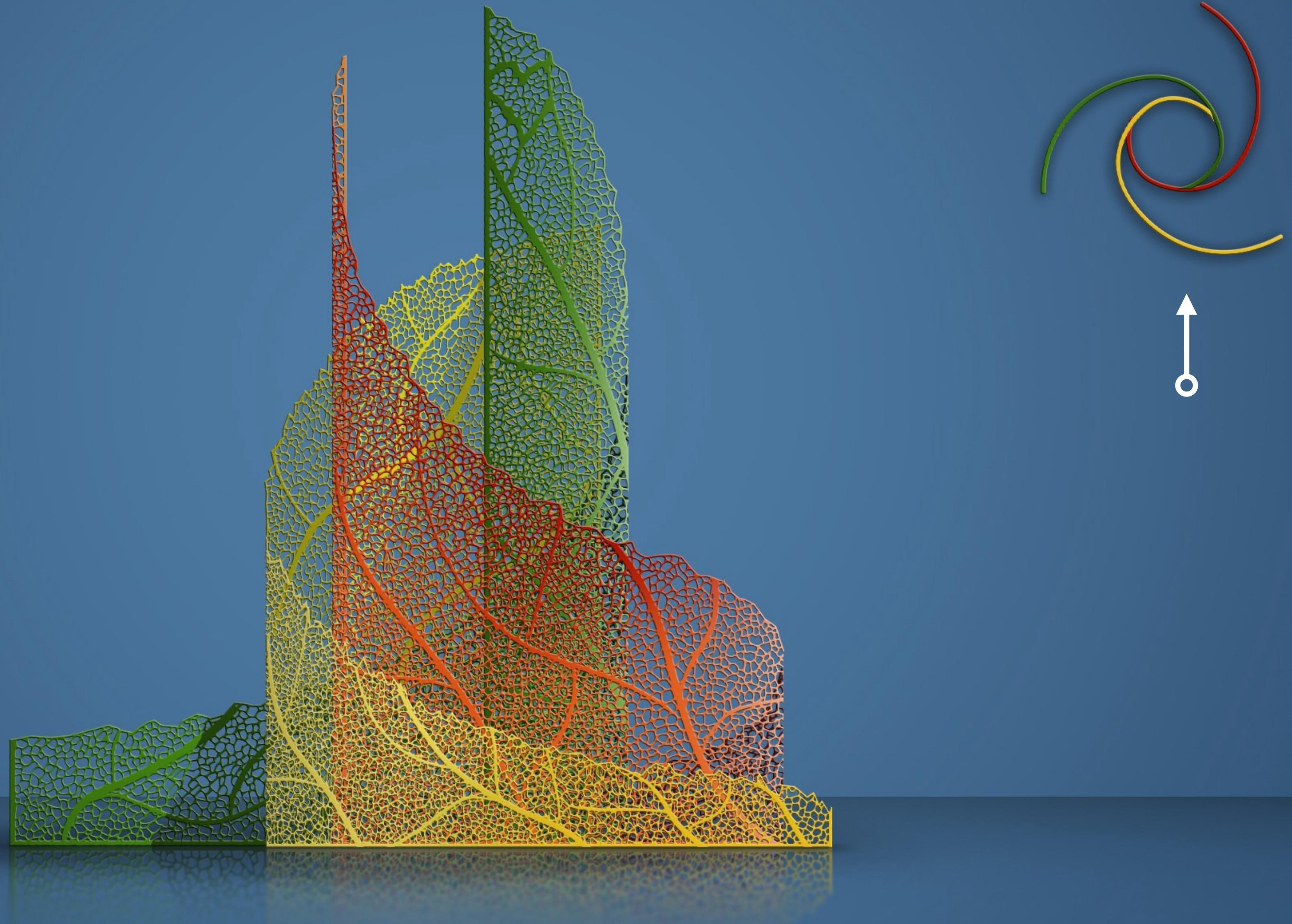
The Voronoi diagrams are ubiquitous in nature.

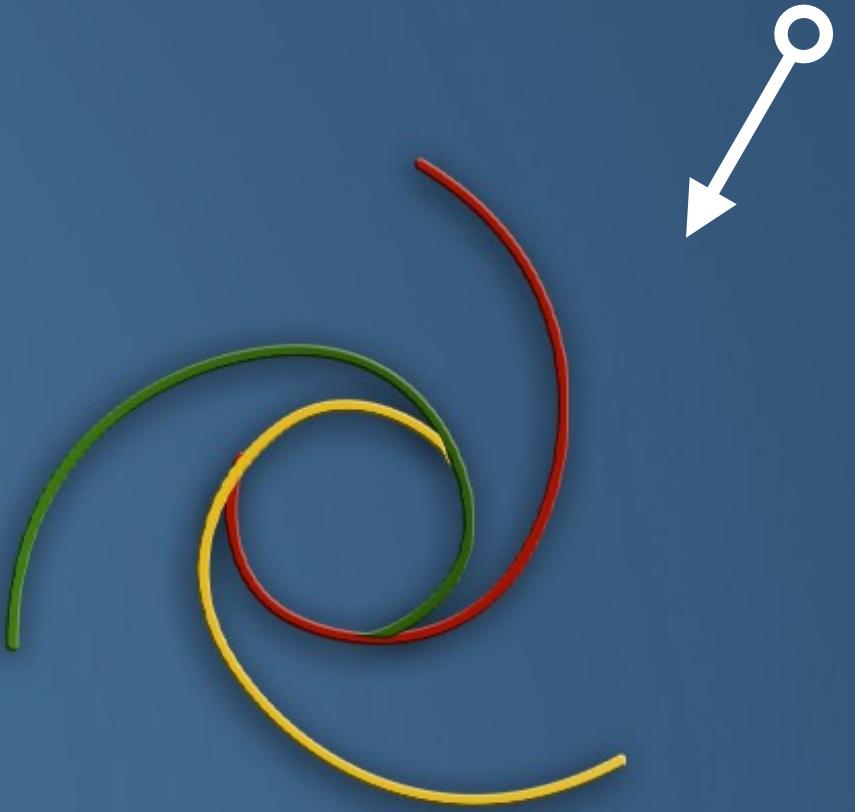
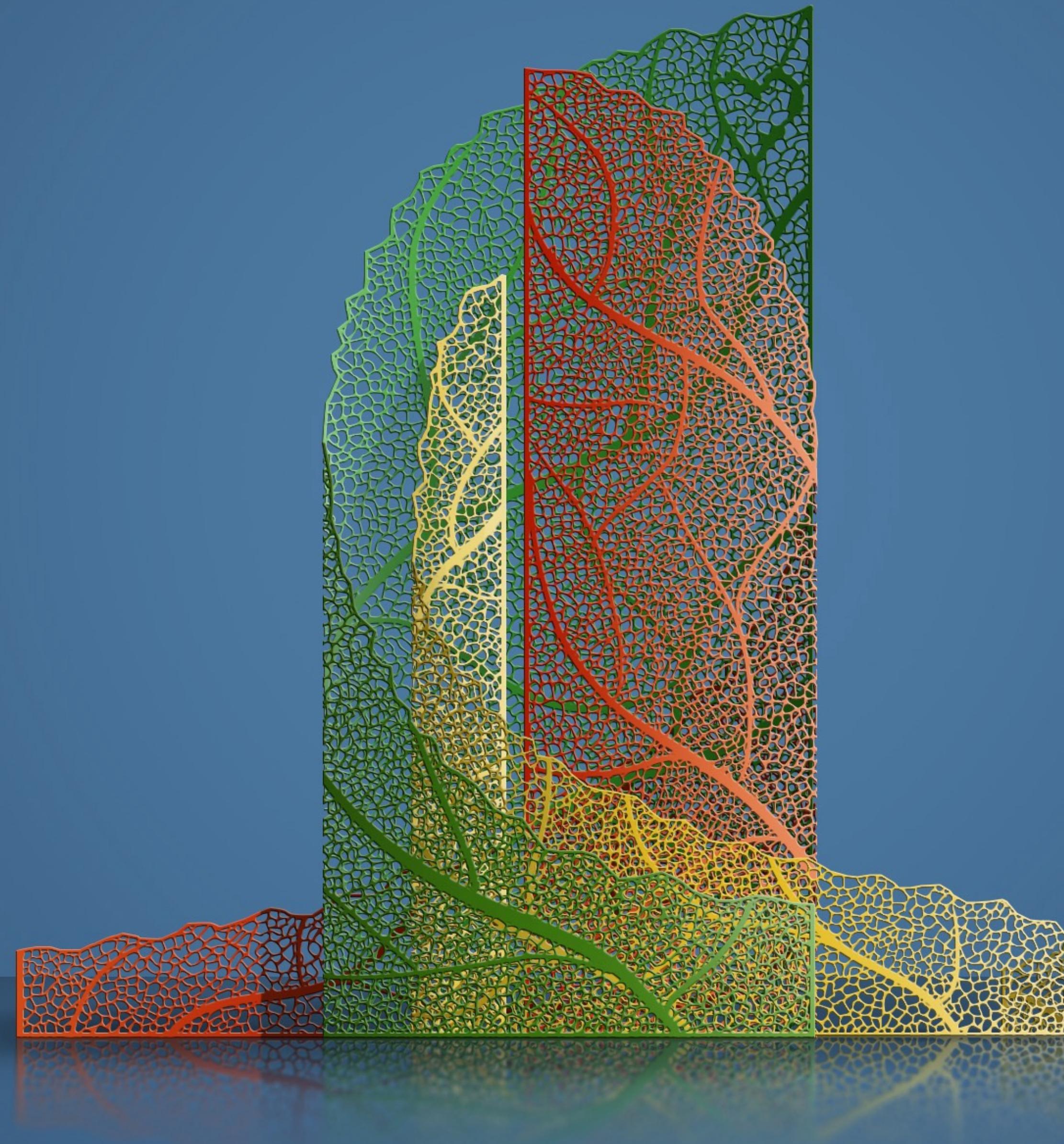


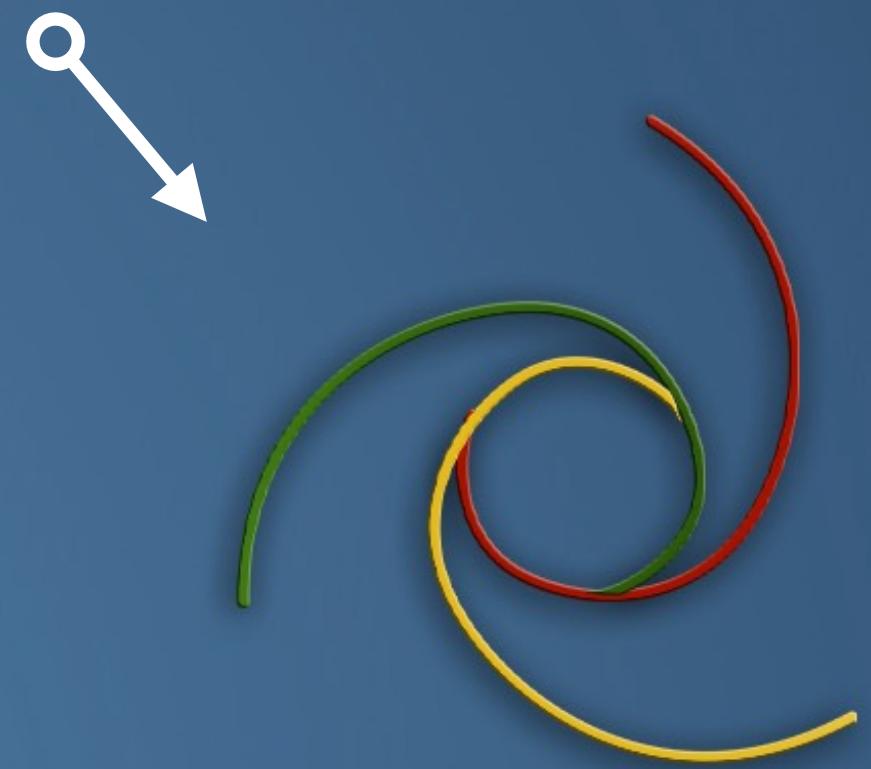
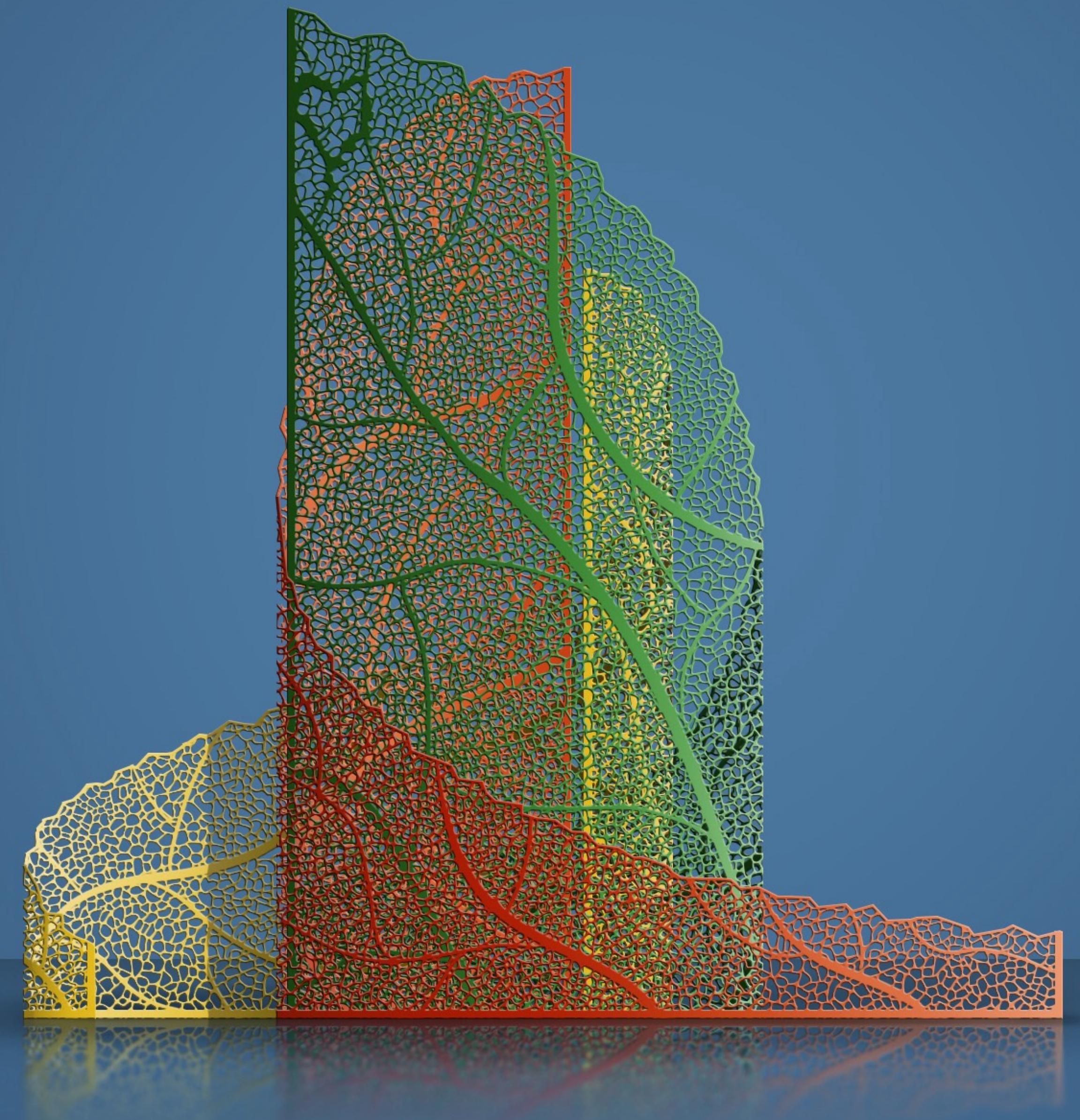
Points of view

A three-dimensional piece to be viewed from any angle.

*A 360-degree experience,
as drivers and pedestrians move around the roundabout.*



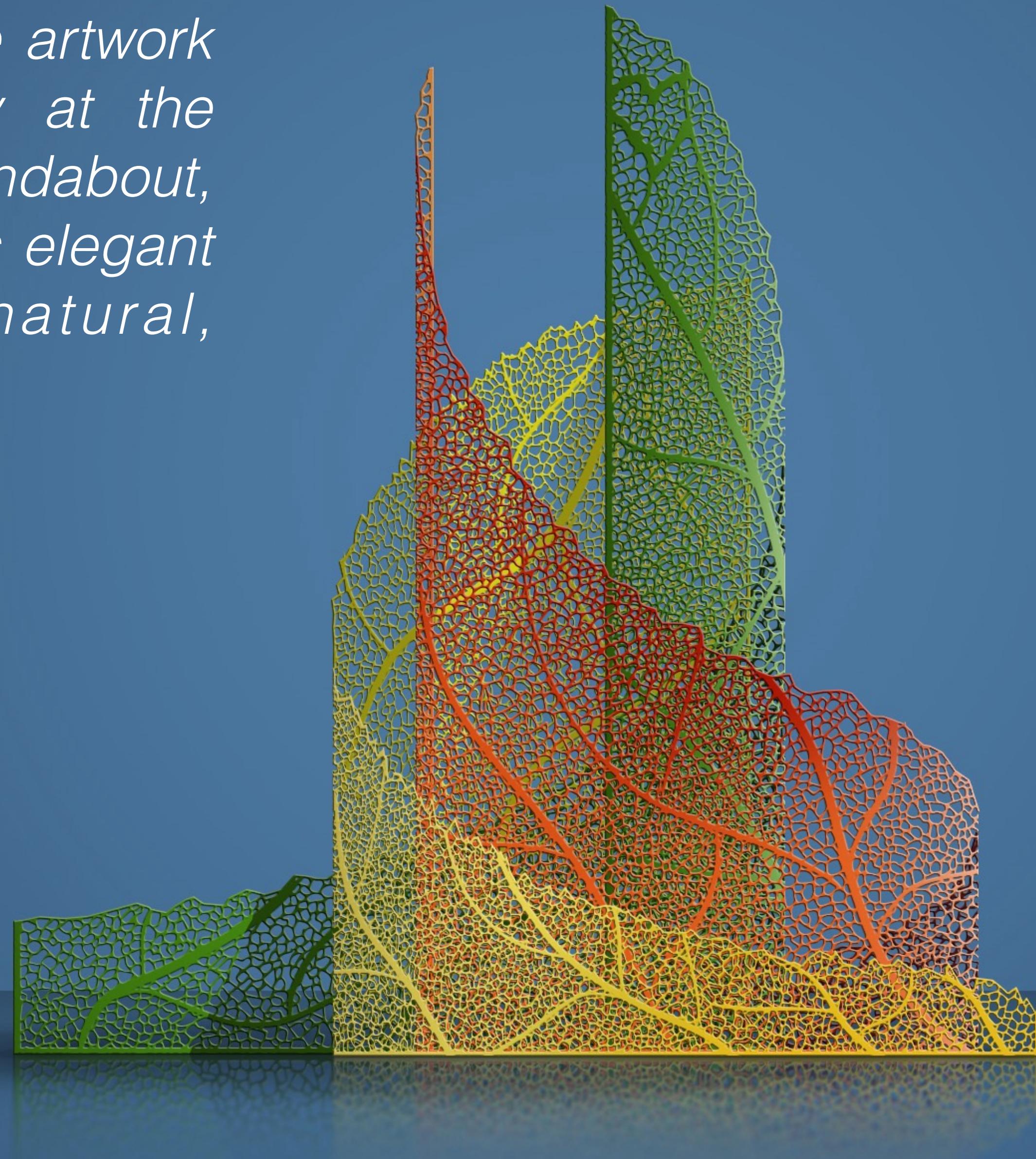


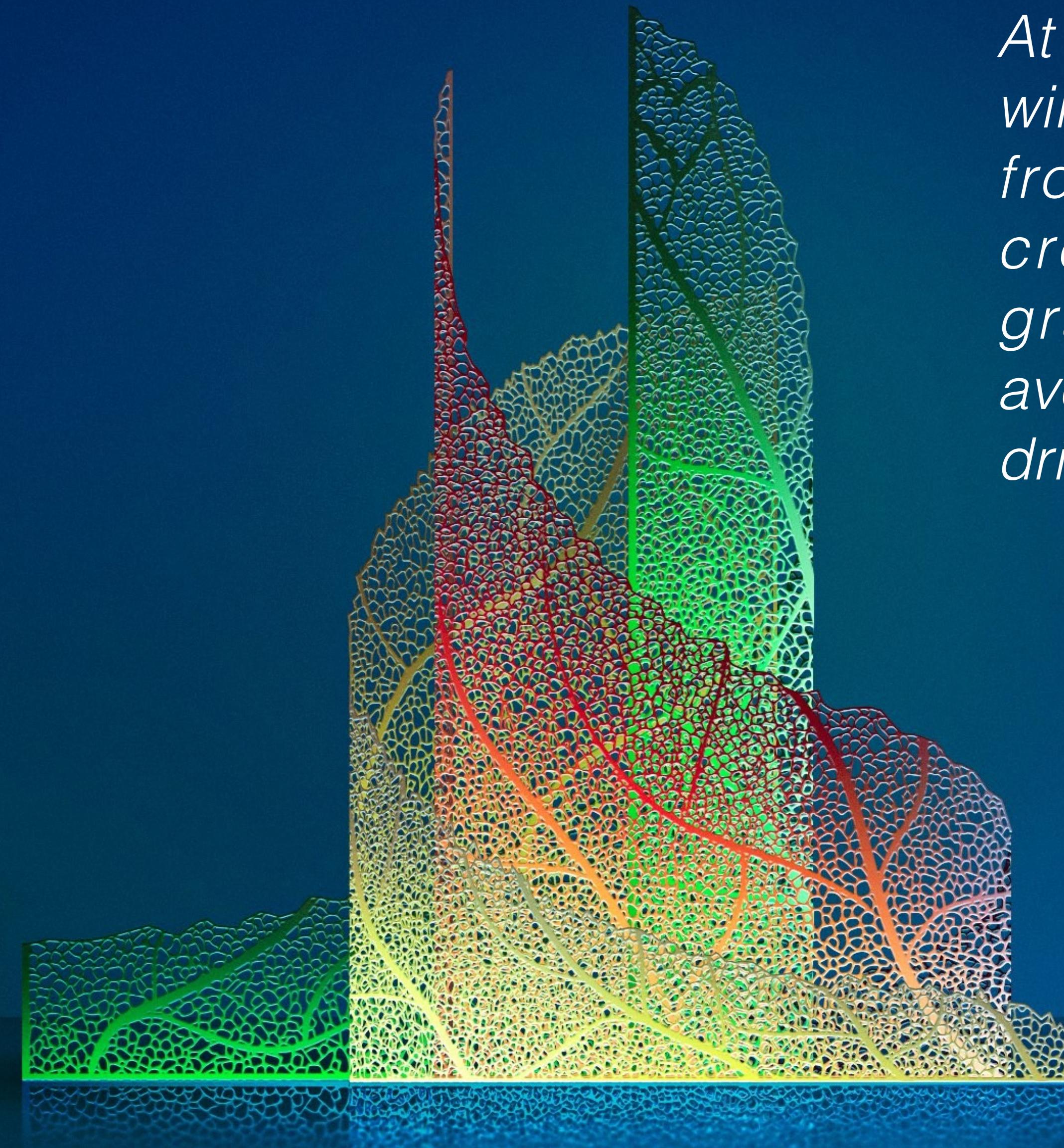




Day/Night presence

During the day, the artwork will rise gracefully at the center of the roundabout, distinguished by its elegant presence and natural, harmonious colors.





At night, soft floodlighting will illuminate the spirals from the base upward, creating a refined and graceful ambiance that avoids distracting passing drivers.



This image is a visual reconstruction created solely for illustrative purposes to help envision how the roundabout and its surroundings might appear in reality. It does not represent exact final conditions or engineering specifications.



This image is a visual reconstruction created solely for illustrative purposes to help envision how the roundabout and its surroundings might appear in reality. It does not represent exact final conditions or engineering specifications.



One more thing...



One more thing...
Why “The Heart Within”?







*At the center of the crane, there is a **hidden heart**.*

Adorned with translucent acrylic panels, allowing light to pass through and create a gentle, glowing accent.

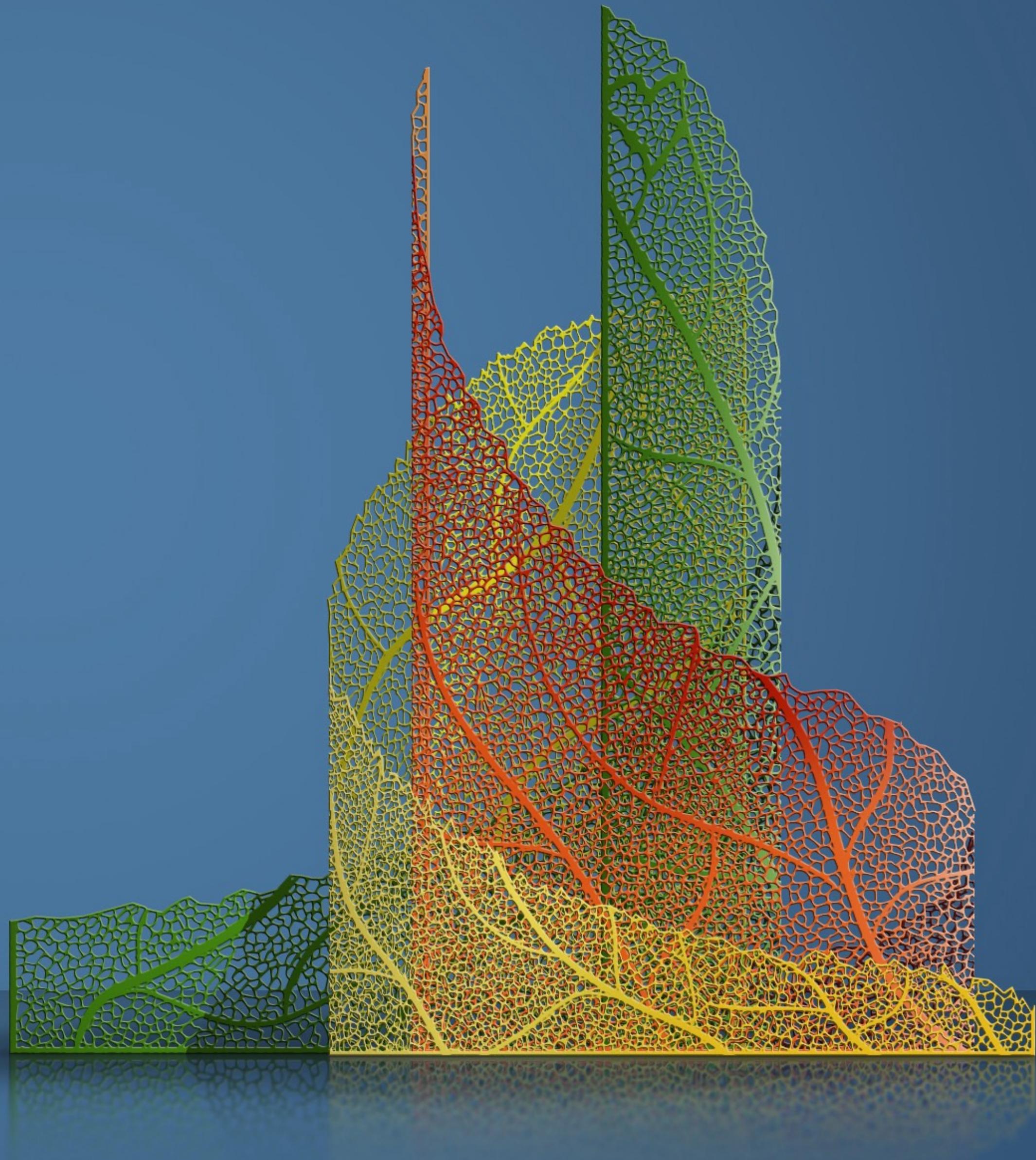
*It's a **quiet tribute** to the **city's identity**, celebrating its **values** of family, unity, and the warm **spirit** at the heart of the community.*

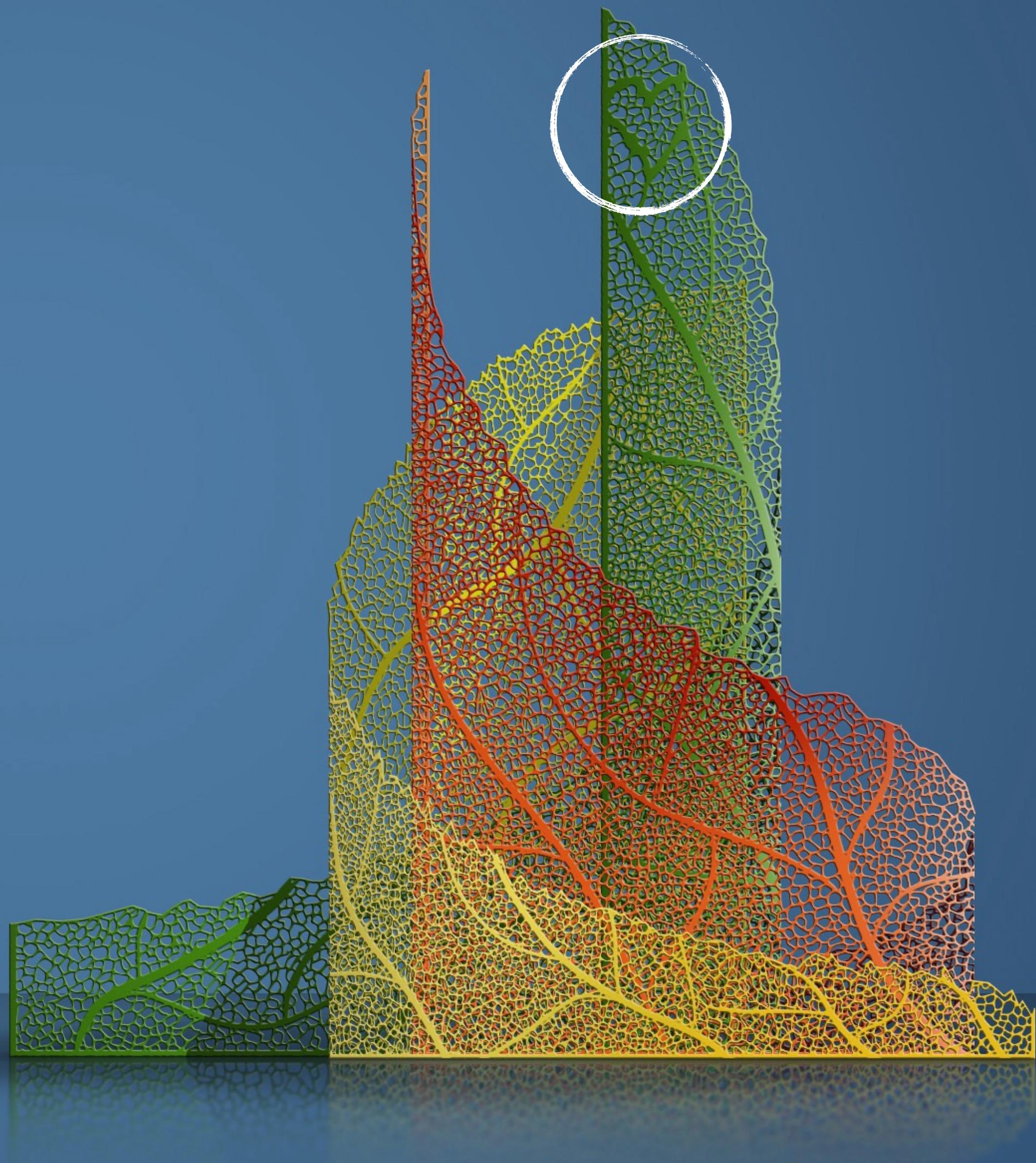


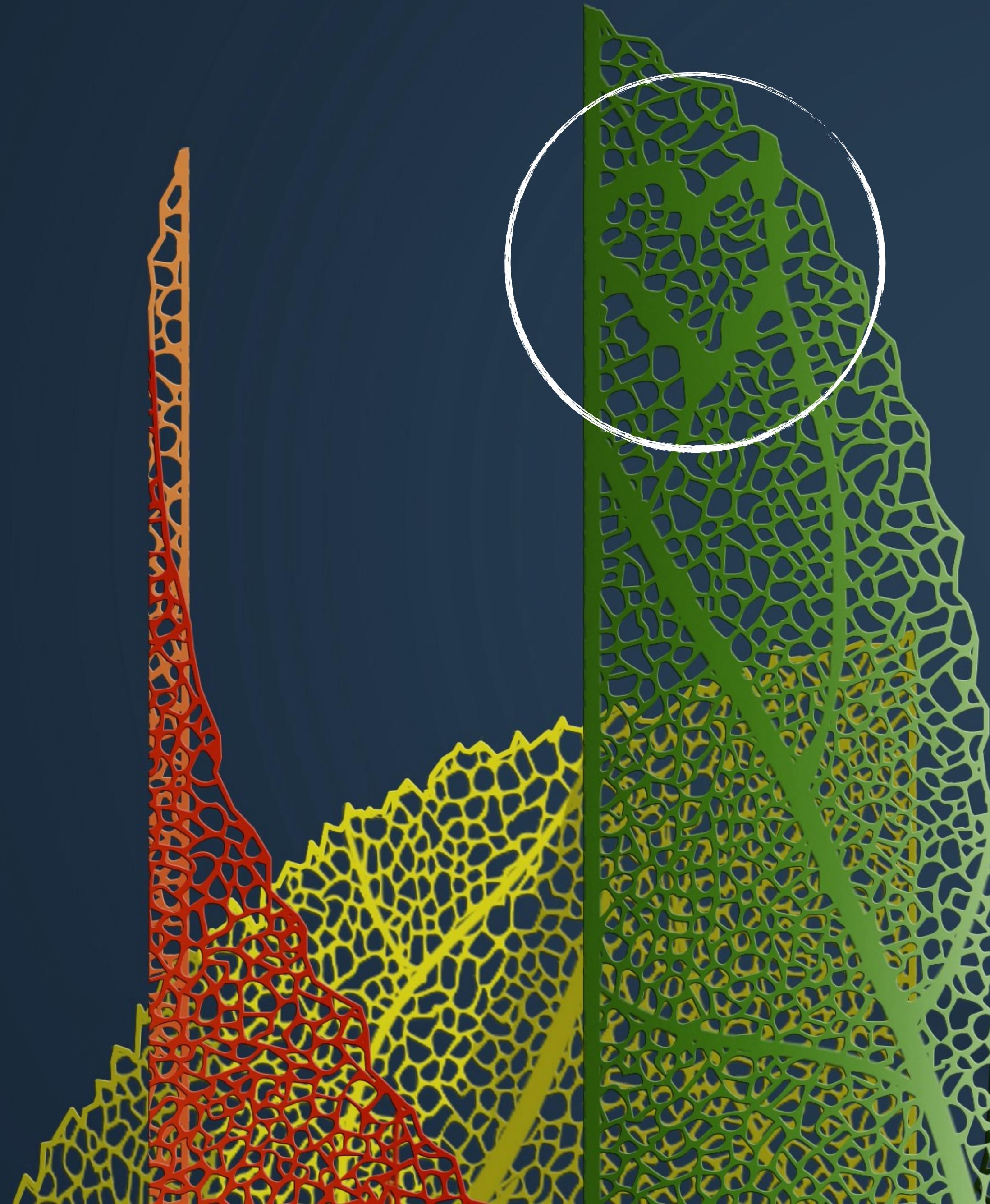
*At night, **if permitted**, the heart will become the sculpture's light source, glowing from within to serve as the focal point of the composition.*



This image is a visual reconstruction created solely for illustrative purposes to help envision how the roundabout and its surroundings might appear in reality. It does not represent exact final conditions or engineering specifications.







A heart shape is hidden into the veins of one of the leaves at the artwork's highest point.

This hidden heart symbolizes family, growth, and Port St. Lucie's role as the "Heart of the Treasure Coast."



Site-specific

Light and airy

Visually engaging

Inspiring

Reflecting and honoring Port St. Lucie's identity

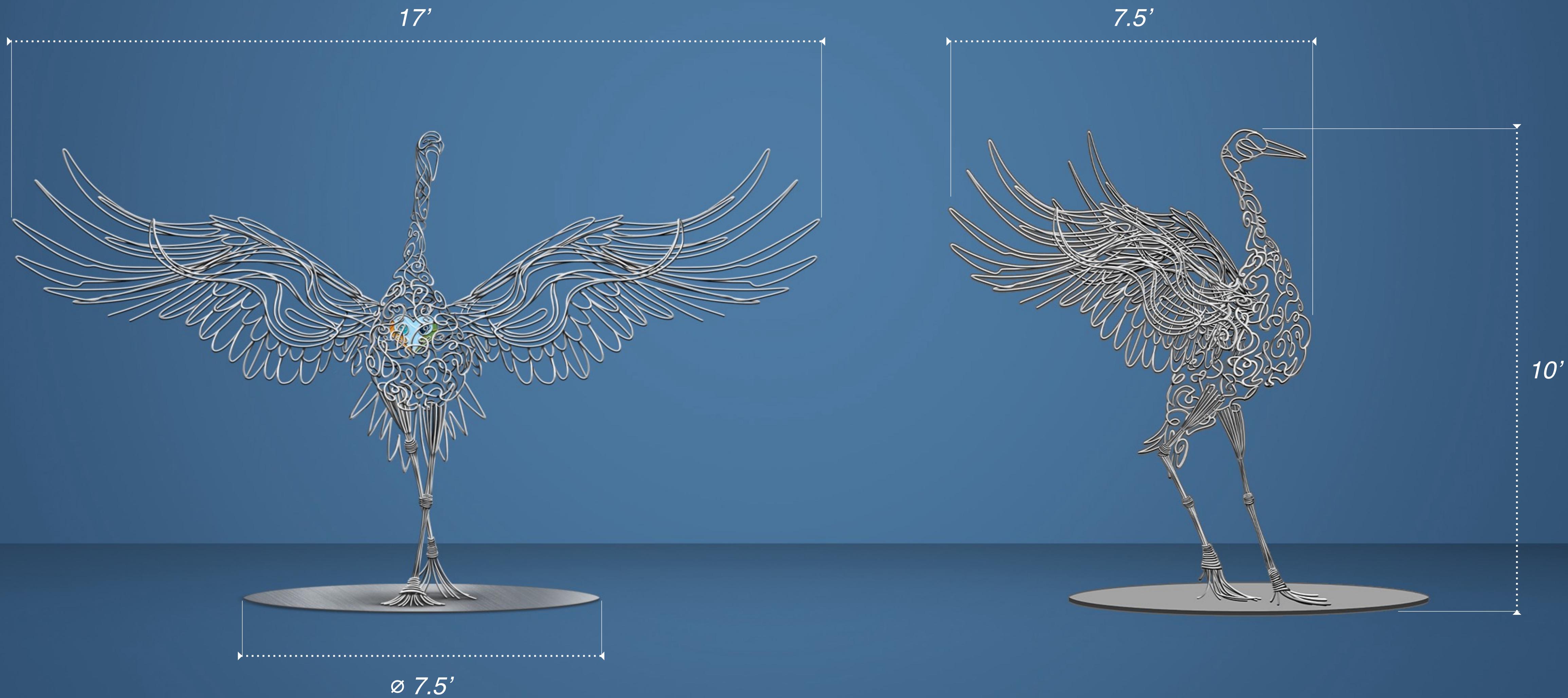
Celebrating nature and wildlife of the region

Technical Specification

OVERALL DIMENSIONS

WIP

Vista laterale
incompleta



INFO & MATERIALS

The sculpture will be primarily constructed from 1/2" hot-rolled round mild steel, hot dip galvanised and finished with a silver paint.

The thickness of the rods will vary throughout the piece: thicker in structurally critical areas, and thinner in more detailed sections such as the hands, ball, and helmet.

If permitted, an LED light will be installed inside the heart with the wiring integrated along the rods to remain completely concealed.

Coloured translucent acrylic panels will form the surfaces of the heart.





MAINTENANCE

Very little maintenance will be required. The sculpture can be cleaned with the gentle application of water and a mild liquid detergent to remove dirt or stains. A microfiber cloth should be used to wipe the artwork's surfaces.

It will be important to avoid using any abrasive cleaning agents or materials, such as steel wool or Scotch Brite, which could mark the surface of the artwork.

General maintenance can be done by non-artists (public work employees).

A maintenance manual made by a certified Art Conservator will be included upon delivery of the artwork. See an example of maintenance chart in the next slide, made for a similar sculpture.

MAINTENANCE PLAN PREVIEW

The final plan will be developed and approved by a Certified Art Conservator

Task	Frequency	Materials	Expertise Level	Protocol
Remove debris	As needed during landscaping	Leaf blower	Technician or Groundskeeper	Use a leaf blower or standard-pressure hose to remove all debris from the sculpture and base during routine landscaping (ex: plants, insects, garbage, etc.). Due to the wire nature of the sculpture, do not attempt to manually extract any debris from between the wire components—rather use a leaf blower or standard-pressure hose.
Wash	Twice yearly	<ul style="list-style-type: none"> • Boom/scissor lift • Hoses (not power washers) • Buckets • Orvus Non-Ionic Surfactant • Sponges & soft-bristled brushes 	Technician or Groundskeeper	<ol style="list-style-type: none"> 1. Rinse the sculpture & concrete pad with water using standard-pressure hoses (not a power washer). 2. Scrub the sculpture & concrete pad with an Orvus and water solution mixed in a bucket at a 1 tbs : 1 gallon ratio. 3. Rinse the sculpture & concrete pad with water using standard-pressure hoses (not a power washer) thoroughly to remove all suds and grime. 4. Repeat as necessary to remove all grime, debris, etc. <p><i>Avoid using any abrasive cleaning agents or materials on the powder coated surface (such as steel wool or Scotchbrite).</i></p>
Condition inspection	Once yearly	Boom/scissor lift	Technician or Groundskeeper	<ol style="list-style-type: none"> 1. Inspect the sculpture overall for any structural or surface damage. 2. Inspect for any scratches, dings, or other losses to the coating and/or paint layers.
Inspection to paint & coating losses	Recommended Once Yearly	<ul style="list-style-type: none"> • 400-800 grit wet sandpaper • Enamel exterior paint (matched to colors above) 	Conservator/experienced paint applicator	<p>If losses to the powder coating are observed:</p> <ol style="list-style-type: none"> 1. Prep the bare metal area by wet sanding with a 400-800 grit wet sandpaper before spot applying enamel paint. 2. Spot apply a color-matched enamel exterior paint (not powder coating) to ensure the bare metal is protected.
Corrosion mitigation	As needed	n/a (consult conservator)	Conservator	<i>If any corrosion products (such as rust) are observed, immediately consult a conservator for corrosion mitigation and spot application of enamel exterior paint and coating.</i>

PRELIMINARY BUDGET

(Rough of order of magnitude pricing)

The project budgets listed in the following pages are informal cost estimates provided for early phase planning and budgeting purposes only. ROM pricing must be finalized after proper engineering, costing and planning have been executed.

ITEM DESCRIPTION	COST
Artist Design and Project Management Fee (10%)	15,000.00 USD
Fabrication (45%)	67,500.00 USD
Transportation and Installation (20%)	30,000.00 USD
Engineering (10%)	15,000.00 USD
Professional Consultant Fees (5%)	7,500.00 USD
Insurance, Permits, Legal, Accounting, T&A, Quota of Overheads (5%)	7,500.00 USD
Contingency (5%)	7,500.00 USD
	TOTAL
	150,000.00 USD

PRELIMINARY INSTALLATION PLAN

This installation plan is a preliminary draft provided solely as an example. Project details, methods, and requirements may change as additional information becomes available, including site conditions, engineering specifications, and coordination with the City and contractors. A final plan will be developed once all project parameters are confirmed.

Site Preparation

The contractor prepares the roundabout's center by confirming utilities, leveling the designated footprint, and verifying that the engineered foundation and anchor bolts match the artwork's structural drawings.

Artwork Delivery

The sculpture arrives on-site via flatbed truck, securely crated and protected. A telehandler or small crane is positioned for safe offloading and placement.

Rigging and Placement

The sculpture is lifted using certified rigging straps and slowly lowered onto the pre-installed anchor bolts embedded in the foundation. Once in position, the artwork is rotated into its final orientation, leveled, and secured.

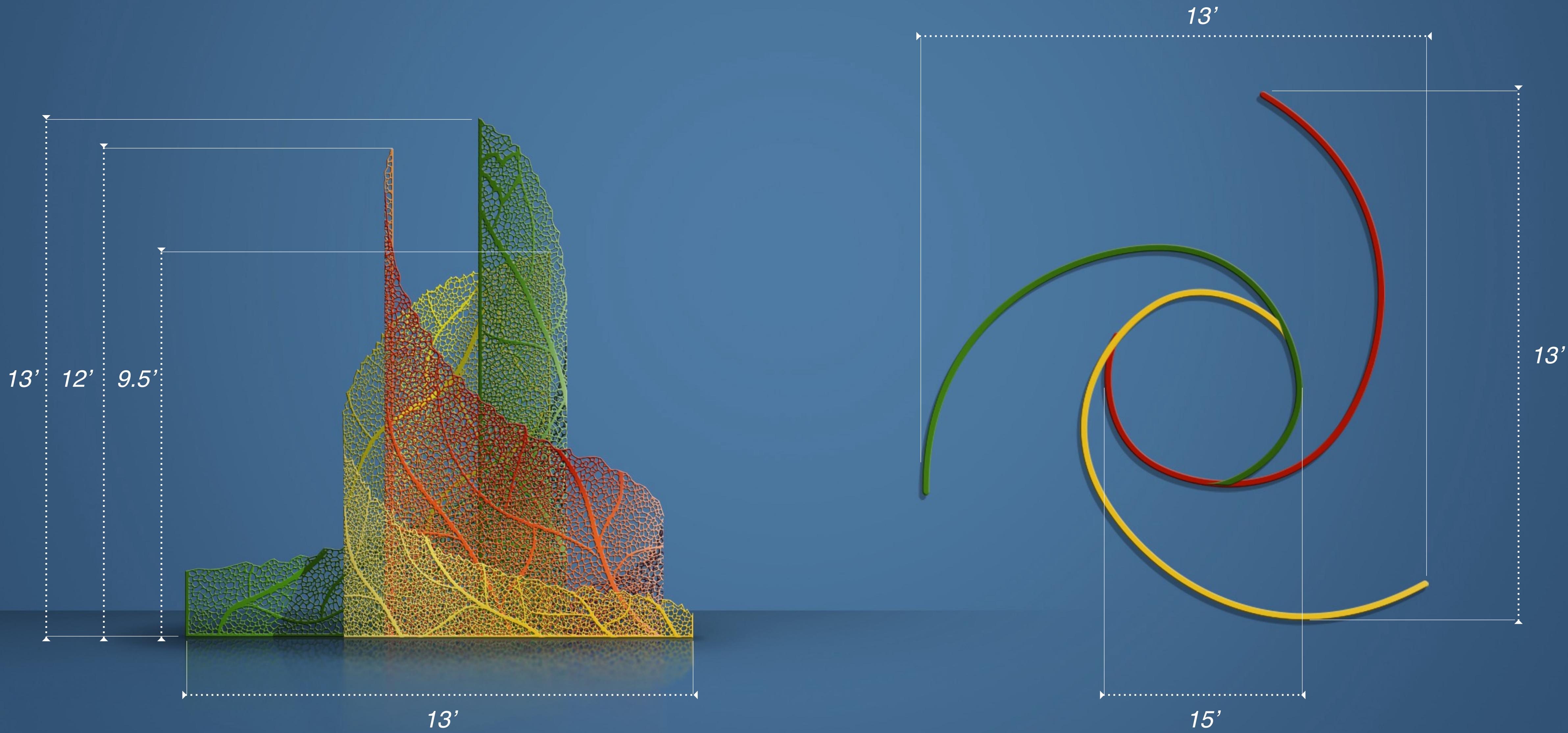
Electrical Connection

The electrician connects the fixture system to the pre-installed conduit, ensuring all junctions are waterproof and code compliant.

Final Inspection and site cleanup

The installation team, contractor, and city representative perform a walk-through to confirm structural stability, safety, and visual alignment. Any touch-ups or adjustments are completed on site. All packaging materials, tools, and equipment are removed, leaving the roundabout clean, safe, and ready for public use.

OVERALL DIMENSIONS

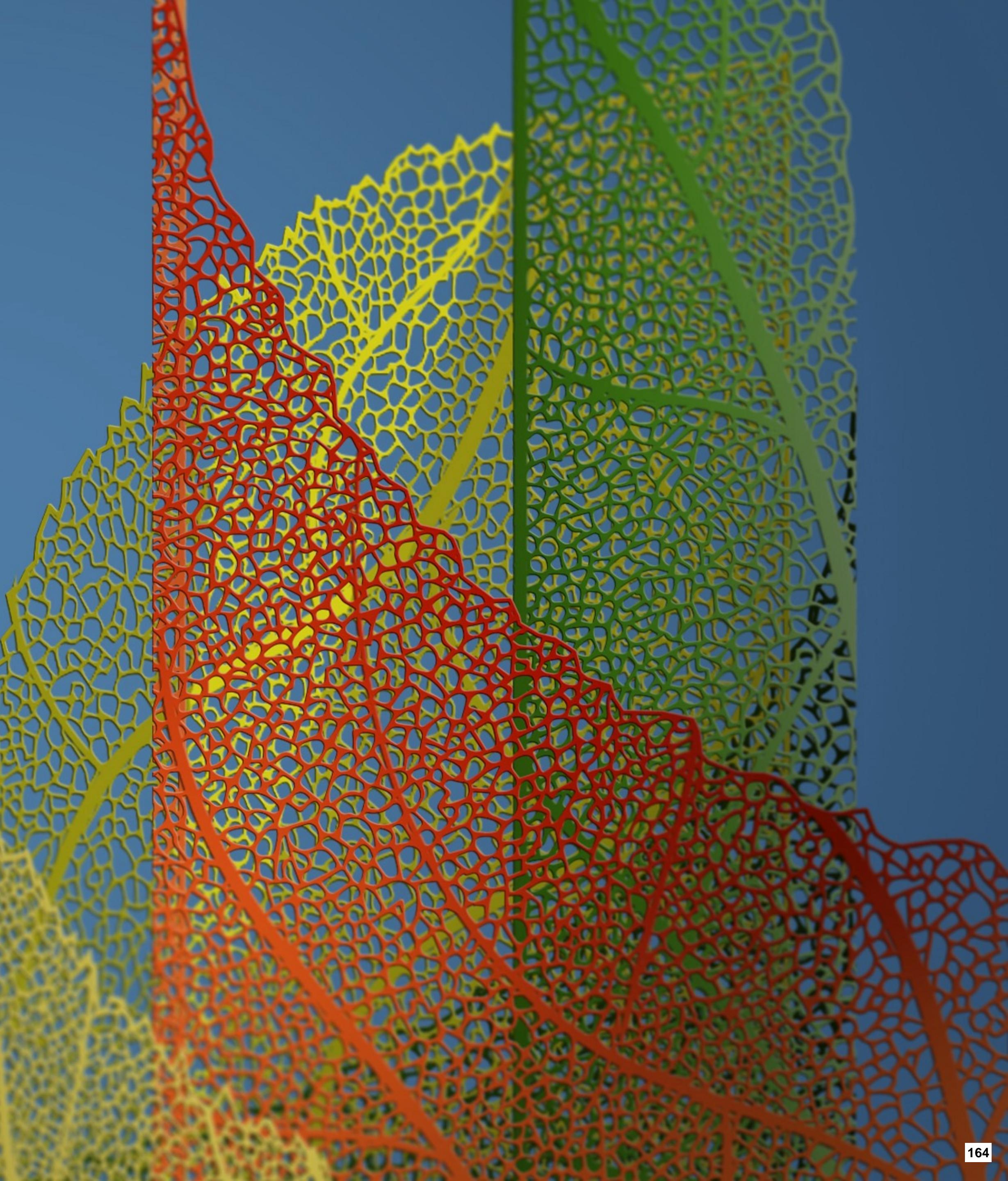


INFO & MATERIALS

The sculpture will be made of laser cut 3/16" tempered steel baseplate, painted with Industrial Alkyd Enamel, granting superior protection against any weather condition.

The artwork will be supported with I-beams subframes below ground, dimensions to be defined during the engineering phase.

The Voronoi diagrams patterns are not only an aesthetic factor, but they also contribute to reduce the sail effect, allowing the wind to pass through the artwork, increasing its stability.





MAINTENANCE

Very little maintenance will be required. The sculpture can be cleaned with the gentle application of water and a mild liquid detergent to remove dirt or stains. A microfiber cloth should be used to wipe the artwork's surfaces.

It will be important to avoid using any abrasive cleaning agents or materials, such as steel wool or Scotch Brite, which could mark the surface of the artwork.

General maintenance can be done by non-artists (public work employees).

A maintenance manual made by a certified Art Conservator will be included upon delivery of the artwork.

MAINTENANCE PLAN PREVIEW

The final plan will be developed and approved by a Certified Art Conservator

Task	Frequency	Materials	Expertise Level	Protocol
Remove Debris	As needed during landscaping	Leaf blower	Technician or Groundskeeper	Use a leaf blower, standard-pressure hose, or manually remove all debris from the sculpture (including all holes) & underneath the sculpture during routine landscaping (ex: plants, insects, garbage, etc.).
Wash	Twice yearly	<ul style="list-style-type: none"> • Ladder • Hoses (not power washers) • Buckets • Orvus Non-Ionic Surfactant • Sponges & soft-bristled brushes 	Technician or Groundskeeper	<ol style="list-style-type: none"> 1. Rinse the sculpture with water using standard-pressure hoses (not a power washer). 2. Scrub the sculpture with an Orvus and water solution mixed in a bucket at a 1 tbs : 1 gallon ratio. 3. Rinse the sculpture with water using standard-pressure hoses (not a power washer) thoroughly to remove all suds and grime. 4. Repeat as necessary to remove all grime, debris, etc. <p><i>Avoid using any abrasive cleaning agents or materials on the enamel surface (such as steel wool or Scotchbrite).</i></p>
Condition Inspection	Once yearly	Ladder Digital Camera	Technician or Groundskeeper	<ol style="list-style-type: none"> 1. Inspect the sculpture overall for any structural or surface damage. 2. Inspect for any scratches, dings, or other losses to the coating and/or paint layers. 3. Photograph the sculpture overall to document condition and file with object record.
Spot Apply Topcoat	As needed when topcoat is damaged	<ul style="list-style-type: none"> • 400-800 grit wet sandpaper • Enamel (matched to colors above) • Anti-graffiti coating (as above) 	Conservator/ experienced paint applicator	<p>If losses to the topcoat are observed:</p> <ol style="list-style-type: none"> 1. Prep the primed area by wet sanding with a 400-800 grit wet sandpaper before spot applying enamel. 2. Spot apply a color-matched enamel to ensure the bare metal/prime is protected. 3. After enamel dries, spot apply anti-graffiti coating atop the newly-added enamel. 4. Use high quality natural bristle brushes and/or solvent resistant, 1/4" or 3/8" nap rollers.
Corrosion Mitigation	As needed	n/a (consult conservator)	Conservator	<p><i>If any corrosion products (such as rust) are observed, immediately consult a conservator for corrosion mitigation and spot application of enamel and coating.</i></p>

PRELIMINARY BUDGET

(Rough of order of magnitude pricing)

The project budgets listed in the following pages are informal cost estimates provided for early phase planning and budgeting purposes only. ROM pricing must be finalized after proper engineering, costing and planning have been executed.

ITEM DESCRIPTION	COST
Artist Design and Project Management Fee (10%)	15,000.00 USD
Fabrication (50%)	75,000.00 USD
Transportation and Installation (25%)	37,500.00 USD
Engineering (3%)	4,500.00 USD
Professional Consultant Fees (3%)	4,500.00 USD
Insurance, Permits, Legal, Accounting, T&A, Quota of Overheads (5%)	7,500.00 USD
Contingency (5%)	7,500.00 USD
	TOTAL
	150,000.00 USD

PRELIMINARY INSTALLATION PLAN

This installation plan is a preliminary draft provided solely as an example. Project details, methods, and requirements may change as additional information becomes available, including site conditions, engineering specifications, and coordination with the City and contractors. A final plan will be developed once all project parameters are confirmed.

Site Preparation

The contractor prepares the center of the roundabout by confirming underground utilities, grading the designated area, and ensuring that the engineered foundation and anchor system match the sculpture's structural drawings.

Artwork Delivery

The spiral sculpture, transported on a flatbed truck and securely crated, arrives on-site. A telehandler or crane is positioned to safely unload and maneuver the artwork into the roundabout

Rigging and Placement

Under the supervision of the artist's team or designated installation lead, certified rigging straps are attached to the sculpture at approved lift points. The artwork is then lifted carefully and guided onto the pre-installed anchor bolts embedded in the foundation.

Electrical Connection

The electrician connects the fixture system to the pre-installed conduit, ensuring all junctions are waterproof and code compliant.

Final Inspection and site cleanup

The installation team, contractor, and city representative perform a walk-through to confirm structural stability, safety, and visual alignment. Any touch-ups or adjustments are completed on site. All packaging materials, tools, and equipment are removed, leaving the roundabout clean, safe, and ready for public use.

Timeline

Both artworks can be fabricated at the same time.

PRODUCTION TIMELINE

Starting date at the receipt of the first installment.

	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30
Pre Production (Illustrations, 3D model, engineering)																														
Fabrication																														
Transportation and Installation																														

EXAMPLES OF PREVIOUS WORK USING THE SAME TECHNIQUES



Elevate the Game (2024)
Young Family Athletic Center
Norman, OK





Spiraling Serenity (2024)
Peirce Island, Portsmouth, NH





THANK YOU

REQUEST FOR PROPOSALS (RFP)

Two Commissioned Sculpture Opportunities at Roundabouts:

Southwest Paar Drive and Southwest Darwin Boulevard and

Southwest Paar Drive and Southwest Savona Boulevard Port St. Lucie, Florida

Issue Date: November 13, 2025

Due Date: December 14, 2025 by 11:59pm EST

Project Description

The City of Port St. Lucie is seeking *up to* two artists or artist teams to conceptualize, fabricate, and install two newly-commissioned sculptures, one for each of the two newly-constructed roundabouts at Southwest Paar Drive and Southwest Darwin ("Paar/Darwin Site") Boulevard and the roundabout at Southwest Paar Drive and Southwest Savona Boulevard ("Paar/Savona Site"). Construction is projected for completion in late 2026. In alignment with Port St. Lucie's public art plan, the sculptures for both roundabouts should reflect the character of Port St. Lucie and enhance the City's visual landscape. Specific goals for sculpture at the new roundabouts include:

- Express Port St. Lucie's identity.
- Offer a visually stimulating, transformative, and inspiring experience to enliven the built environment.
- Artwork may not have electrical or digital components, excluding standard artwork illumination.
- Concepts should convey either abstract compositions, or natural imagery of plants and wildlife, excluding fish and marine life.
- Artwork should be light, and airy in form - avoiding bulky or heavy visual massing.
- While the City of Port St. Lucie will plan and implement landscaping at each roundabout site, the art should complement and integrate with planned landscaping at each site (landscaping provided by the City of Port St. Lucie).
- Artwork concepts minimize driver distractions.
- Avoid reflective or mirrored surfaces and minimize potential driver distraction.

Each sculpture has been allocated a lump sum of \$150,000 for the selected artist's or artist teams scope of services. The budget for this project is all-inclusive and must cover all costs associated with the project, including but not limited to: artist

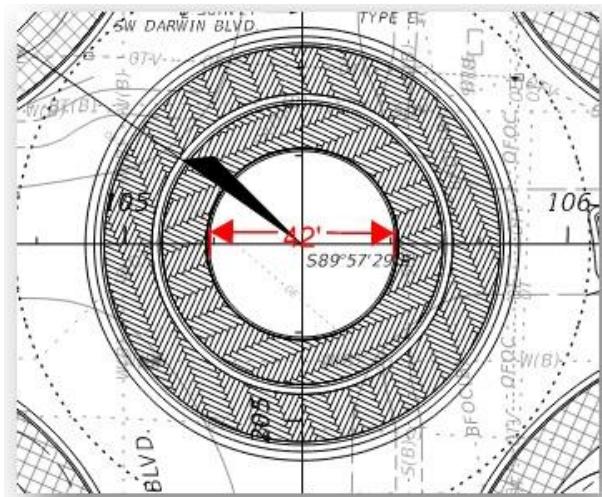
expenses/honorarium, administration, sub-consultants, travel/lodging, artwork fabrication (including materials, details and specifications), site prep (including but not limited to foundation construction, structural engineering, plinth building, etc.), artwork storage, transportation and installation, related permits, licenses, taxes and insurance. Any expenses that exceed the contracted amount will be the artist's or artist team's responsibility.

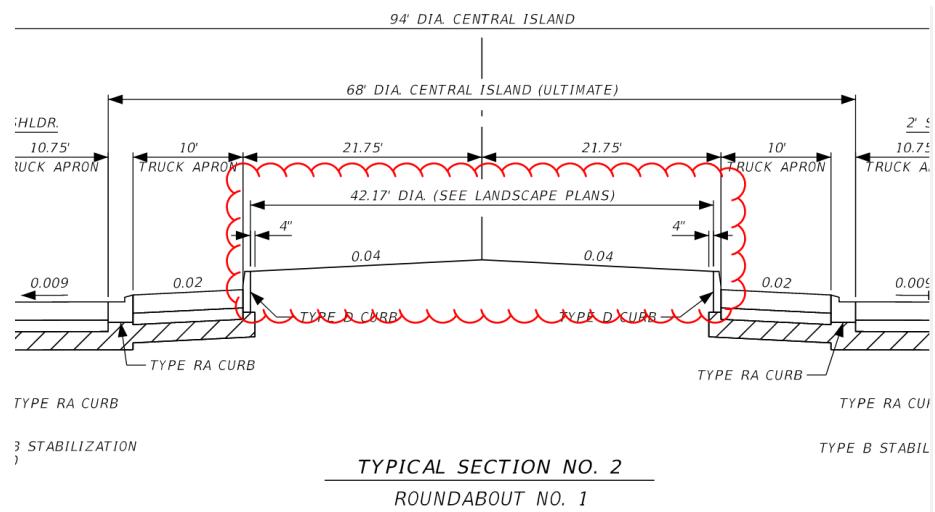
Project Site

Site drawings are included below. Artwork will be placed within the 42 foot diameter central circle. Artwork foundation/site work may not commence until the roundabout is completed in late 2026. Upon completion of the roundabout, the central circle will be covered with sod.

The completed site will include 12-foot pathways that will improve safe access for pedestrians and cyclists along the roadway. It will also feature improved drainage with curb and gutter system around roundabout improvements, as well as pedestrian crosswalks, and roadway and pedestrian lighting

The artist(s) is responsible for the engineering, design, hiring of contractors, permits, costs, and any other related tasks associated with any plinth, foundation, or related structure necessary for the security of the artworks at the roundabouts.





Port St. Lucie, Florida Overview

Port St. Lucie is a large, rapidly growing city on Florida's Treasure Coast and is known for its focus on community, family-friendly atmosphere, and natural amenities. The City is characterized by extensive parks, golf courses, and access to waterways, offering a relaxed lifestyle. For more information about the City, please visit <https://www.cityofpsl.com/Government/Discover-Us/About-PSL>.

RFP Selection Process

Overview

Submissions for this Request for Proposals (RFP) will be reviewed by a Selection Committee that has been assembled for this project. The Selection Committee has identified five (5) artists or artists teams to respond to this RFP, following the selection committee's favorable review of their RFP submission. RFP finalists will receive an honorarium of \$2,000 each to develop their proposals, to be paid to the artists by the City of Port St. Lucie upon invoice. The City of Port St. Lucie reserves the right to reject any or all proposals submitted in response to this RFP.

Presenting the Proposal to the Selection Committee

Each artist's proposal is to be presented on Zoom at one of the following times. Unless artists indicate a preference for one of the following times, all presentation times will be randomly assigned:

- Monday, December 15 from 2:10-2:50 pm EST
- Monday, December 15 from 3:00-3:40 pm EST

- Tuesday, December 16 from 2:10-2:50 pm EST
- Tuesday, December 16 from 3:00-3:40 pm EST
- Wednesday, December 17 from 10:10-10:50 am EST

We have allocated a total of 40 minutes for your proposal; anticipating up to 20 minutes for you to present and 20 minutes for conversation with the Panelists. Your concept will be reviewed by the staff project team prior to your presentation so that questions can be compiled in advance of your presentation, but no concepts will be shared with panelists in advance of the presentation. You will maintain control of the presentation during the Panel review.

Selection Criteria

The artist or artist team will be selected by demonstrating:

- Artistic Excellence: The aesthetic significance and quality of the artwork, including the artworks transformative and distinctive qualities.
- Context: Artwork's appropriateness to surrounding architecture, topography, local history, and community attitudes and concerns of both the residents of the City of Port St. Lucie and the surrounding community.
- Durability, Safety and Permanence: The artwork is highly durable, as well as structurally sustainable. The artwork must be examined for unsafe conditions, materials, or factors, as well as the potential for excessive maintenance.
- Technical Feasibility: The artist must provide convincing evidence of his or her ability to complete the artwork as proposed.
- Past Performance: The Selection Committee will consider the artist's performance under previous contracts including success in meeting established timelines and budgets. The references that candidates have submitted as part of the RFP process will be contacted prior to their presentations.
- Cost Feasibility: The Selection Committee will consider the cost feasibility and determine if the project is realistic within the specified project budget.

Once selected, the artist must design and create artwork that:

- is of high artistic quality
- is appropriate to the project site
- is of durable design and uses durable materials that require minimal maintenance
- provides maximum resistance to vandalism
- reflects one or more of the project goals identified by the Committee

Responding to this RFP

Please send a concept proposal addressing the following:

- Narrative description of the concept and its relationship to its site/community.
- Concept drawings that show the following:
 - Location and dimensions of the artwork and site plan with footprint of artwork.
 - Visual depiction of the artwork including several elevation drawings to understand the artwork from several sightlines.
- List of proposed materials
- List of maintenance issues and concerns
- Preliminary installation plan and required equipment
- Timeline from concept to final installation with key milestones with target installation date of Spring 2027.
- Budget with major line items identified:
 - Each sculpture has been allocated a lump sum of \$150,000 for the selected artist or artist team's scope of services. The budget for this project is all-inclusive of all costs associated with the project, including but not limited to: artist expenses/honorarium, administration, sub-consultants, travel and lodging, artwork fabrication (including materials, details and specifications), site preparation (including but not limited to foundation construction, structural engineering, plinth building, etc.), artwork storage, transportation and installation, related permits, licenses, taxes and insurance.

Any expenses that exceed the contracted amount will be the artist's responsibility.

Please outline the following:

- Artist design fee
- Engineering costs
- Travel costs
- Insurance costs
- Contingency
- All applicable taxes
- Artwork fabrication costs, including all anticipated costs for subcontractors
- Itemized artwork transportation costs (shipping, crating, delivery, etc.)
- Anticipated Installation Details, including but not limited to:
 - Itemized anticipated installation costs, including but not limited to equipment rental, installation personnel fees,

- maintenance of traffic (MOT) personnel fees, travel expenses related to installation, and construction-related costs
- Anticipated installation plan

Submission Format

Responses shall be submitted as a single PDF file via email to Josh Lapp, Designing Local (josh@designinglocal.com). Questions about this RFP shall be sent in writing to josh@designinglocal.com by November 18, 2025. Phone calls will not be accepted.

RFP Submission Due Date: December 14, 2025 by 11:59pm EST

Selection Process and Timeline

The timeline for the full process is below, and is subject to change:

November 13, 2025	Finalists Selected and Notified, RFP circulated
December 14, 2025	Finalist Proposals due
Week of Dec. 15, 2025	Finalists present concepts to Selection Committee
January 2026	Selection Committee forwards final artist(s)/design recommendation
February 2026	Artist(s) Selected and Notified
February 2026	Contracting
Late 2026	Projected date for roundabout construction completion
Spring 2027	Artwork installation complete

Artist Scope of Services

Please review, in the Appendix of this RFP, the draft contract for this project. The selected artist(s) or artist team(s) will be responsible for the following scope of services:

- Design two sculptural public artworks for two newly-constructed roundabouts at Southwest Paar Drive and Southwest Darwin ("Paar/Darwin Site") Boulevard and the roundabout at Southwest Paar Drive and Southwest Savona Boulevard ("Paar/Savona Site").
- Upon preliminary approval of the artwork design, work with a Florida-licensed structural engineer to furnish comprehensive engineering reports, drawings, renderings, etc. for approval by the City.
- Collaborate with local partners to obtain all necessary permits.
- Lead community engagement as necessary, as directed by the City of Port St. Lucie.
- Deliver the artwork to the site for installation and perform artwork installation.
- Create and implement an installation plan.

- Outline detailed routine and long-term maintenance and care instructions for the artwork. Long-term maintenance must be minimal, as assured by the proper selection and installation of materials.

The City will furnish site reports, upon selection of the artist(s). The artist(s) will be responsible for furnishing all necessary information, including but not limited to drawings, descriptions, renderings, list of materials, installation plans, ongoing maintenance plan, engineering documents, etc.

Insurance Requirements

Please refer to Exhibit D in the Draft Contract (included as an attachment) for complete details about the City of Port St. Lucie's insurance requirements.

Appendix

Port St. Lucie Public Art Master Plan - accessible here:

https://issuu.com/designing_local/docs/draft_document

Draft Contract for artwork at both sides

Artwork Commission Agreement

SAMPLE AGREEMENT – DO NOT EXECUTE

(Agreement subject to change)

THIS AGREEMENT, is entered into this _____ day of _____, 2025, by and between the City of Port St. Lucie, a Florida municipal corporation (hereinafter the "City") located at 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984 and _____ (hereinafter "Artist") located at _____.

WHEREAS, the City requires the services of an artist to create a work of art (hereinafter the "Artwork", and as described and defined in Exhibit A, in a public space located at the roundabout at Southwest Paar Drive and Southwest Savona") (hereinafter "Site"); and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the City has selected the Artist based upon the Artist's work and qualifications; and

WHEREAS, the Artist and the City wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS
HEREINAFTER SET FORTH, IT IS AGREED AS FOLLOWS:**

Article 1. Scope of Services

- I. Artist's Obligations.** The Artist shall:
 - A. Perform all services and furnish all supplies, material and/or work equipment as necessary for the design, fabrication, transportation and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
 - B. With the assistance of the City, be responsible for obtaining any necessary permits to install the Artwork.
 - C. Determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City, as set forth in this Agreement.
 - D. Prepare the design concept described in Section 1.3 of this Agreement.
 - E. Complete the fabrication, transportation and installation of the Artwork by the scheduled dates as provided in the Proposed Schedule/Time Frame included in Exhibit E.
 - F. Arrange for the transportation and installation of the Artwork in coordination with the City. If the Artist does not install the Artwork him/herself, the Artist shall supervise and approve the installation. Prior to the installation of the Artwork, the Artist shall inspect the Site to ensure that it is ready to accept the Artwork and compliant with the specifications provided by the Artist. The Artist shall notify the City of any perceived conflict, defect or non-compliance with specifications.

- G. Artist shall not begin installation until written notification from the City that all plans, including but not limited to a Maintenance of Traffic ("MOT") plan, right-of-way ("ROW") plans, and rigging plans, have been properly obtained by the City.
- H. Artist is responsible for connecting, and included associated costs, for connecting any standard artwork lighting components to the electrical connections provided by the City. Such costs should be included in the budget, as referenced in Section IV and Exhibit C.
- I. Procure and provide required insurance in amounts and limits specified in Article 5 and Exhibit D.
- J. Inform the City of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description as indicated in the Budget/Payment Schedule, Exhibit B.

II. City's Obligations. The City Shall:

- A. Assign an informed person ("Project Coordinator") to work with the Artist on the Project.
- B. Be responsible for providing the Artist, at the City's sole expense, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform. The Project Coordinator will facilitate Artist's application for any permits required for the Project.
- C. Prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement, including but not limited to obtaining right-of-way plans, rigging plans, and the MOT plans, .
- D. Be responsible for all expenses, labor and equipment to prepare the Site for the timely transportation and installation of the Artwork, including costs to obtain right-of-way plans, rigging plans, and the MOT plans.
- E. Complete the Site preparations by the scheduled installation date as provided in the Proposed Schedule/Time Frame included in Exhibit E or shall contact the Artist in writing informing him/her of any delays.
- F. Be responsible for monthly storage fees until the Site is ready for installation, in the event that installation is delayed more than two (2) months beyond the Proposed Schedule Time Frame due to the City's failure to prepare the Site. In the event that the City fails to prepare the Site, absent any force majeure event or unforeseen delays in construction schedule, in accordance with specifications as provided, or Artist is refused access to the Site as reasonably required, the Artist shall be excused from any delay occasioned by such failure of access or preparation.
- G. Be responsible for any landscaping, structural or finishing modifications to the Sites, and electrical supply and connection necessary to integrate the Artwork into the Site before and after its installation, in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement.
- H. Provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © _____, date of publication. If the plaque is to be placed on the Artwork or Artwork pedestal, it should be done in consultation with the Artist.

III. Design

A. Concept/Schematic

The Artist submitted design concepts/schematics (the "Design") which were selected and approved by the City, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artworks and how they will be installed at the Site, mock-ups, color and materials samples, and proposed fabrication methods. The Design is attached to this Agreement as Exhibit A.

B. Approval

Within forty-five (45) days after the execution of this agreement, the City shall notify the Artist if City requires any revisions to the Design in order to comply with any applicable laws, ordinances, and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design. At the moment of approval for the Artwork, the City must also approve the Artist's intended display elements at the Site, including but not limited to electric needs for proposed lighting; plinths or other related display structures pertaining to the physical integrity of the Artwork at the Site; and proposed signage. The City will provide the Artist with an overview of intended landscaping at the Site.

C. Proposed Change After Approval

After the final form of the Work is approved by the City, the Artist may not change or alter the Artwork without the City's prior written consent at the City's sole discretion. Artist shall bear the sole responsibility and cost of removing and/or repairing any added design elements that are not approved, in writing, by the City.

D. Final Design/Construction Documents

Upon approval of the Design by City, Artist is authorized to proceed with the final Design which shall include the following:

1. Any amended versions of drawings, renderings, maquettes, plans or finish samples included in the Preliminary Design; and
2. Engineered drawings of the Artworks' structural components, fabrication and installation methods, which must be signed and stamped by licensed design professionals/engineers; and
3. Detailed drawings, plans and/or written descriptions of all work to be done on or to the Sites by City before and after installation of the Artwork including, but not limited to initial surveying, leveling and landscaping, forming and pouring of concrete slabs, preparation of pedestal, walls, electrical & plumbing sources and finish landscaping/integration (the "Final Design").
4. Upon approval by the City, the Final Design as approved (the "Approved Design") shall be attached as Exhibit I to this Agreement. The Artist shall provide a set of as-built drawings for the Work following its installation.

IV. Budget and Payment Schedule

A. Budget

1. The budget for this project shall not exceed \$150,000.00.

2. The Artist shall prepare a budget ("Artist Budget,") which shall include all goods, services and materials with such costs itemized. The Artist Budget is attached hereto as Exhibit C.
3. If the Artist incurs costs in excess of the amount listed in the Artist Budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the City.

B. Payment Schedule

1. Artist's completion milestones and payment schedule is as set forth in Exhibit B.
2. A completed W9 and invoices are required for processing payment.
3. Payments will be made via ACH in accordance with City policy and procedures.

V. Fabrication and Installation

- A. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not substantially deviate from the Design without written approval of the City.
- B. The Artist shall provide at least ten (10) days' notice to the City, in writing, when fabrication of the Artwork have been completed, and that the Artwork is ready for delivery and installation at the Site.
- C. Artist shall not begin installation until written notification from the City that all plans, including but not limited to a Maintenance of Traffic ("MOT") plan, right-of-way ("ROW") plans, and rigging plans, have been properly obtained by the City.
- D. The City shall promptly notify the Artist of any delays impacting installation of the Artwork.
- E. The Artist shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork and which are in need of correction within five (5) business days of the discovery of such adverse Site conditions. Failure to inspect the site by the Artist shall be deemed as an acceptance of the Site conditions.
- F. The Artist shall deliver and install the Artwork to the Site in accordance with the Proposed Schedule/Timeframe included in Exhibit E.
- G. The Artist shall be present to supervise the installation of the Artwork.
- H. Upon completion of the installation of the Artwork, the Artwork shall be deemed to be in the custody of the City for purposes of Article 3 and Article 5 of this Agreement, and the City assumes responsibility for the Artwork.
- I. Upon completion of the installation of the Artwork, the Artist shall provide the City with written instructions for the future maintenance and preservation of the Artwork.
- J. Notwithstanding any contrary language in the Project Timelines, Exhibit E, Artist may not install the Artwork until authorized to do so by the City in writing.

Article 2. Terms of Agreement

I. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the City receives title to the Artwork ("Termination Date").

II. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event of a Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g. power or water) through no fault of Artist, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that is an actual and direct result of such Force Majeure Event. In the event that Artist claims a delay for a Force Majeure Event, Artist must make a claim for an extension in writing to City within five (5) business days after the occurrence of a Force Majeure Event for which such claim is being made.

Article 3. Risk of Loss. The Artist shall bear the risk of loss or damage to the Artworks until completion of the installation of the Artworks. The Artist shall take such measures as are reasonably necessary to protect the Artworks from loss or damage.

Article 4. Artist's Representations and Warranties

I. Warranties of Title

The Artist represents and warrants that:

- A. The Artwork is solely the result of the artistic effort of the Artist;
- B. Except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- C. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- D. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- E. The Artwork is free and clear of any liens from any source whatsoever;
- F. All Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- G. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- H. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and with all necessary care, skill, and diligence;
- I. These representations and warranties shall survive the termination or other extinction of this Agreement;
- J. Artist shall provide the City with Warranty of Titles, Exhibit F, certifying that the Artwork is free of liens, claims or other encumbrances and that Artist has the legal ability to make this sale upon the completion of installation and final payment to the Artist.

II. Warranties of Quality and Condition

- A. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two (2) years after the Termination Date ("Warranty Period").

- B. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation instructions submitted by the Artist upon completion of the Artwork.
- C. If, within the Warranty Period, the City observes any breach of warranty described in this agreement that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional standards, at the sole cost and expense of the Artist. The City shall give notice to the Artist of such breach with reasonable promptness.
- D. If, after the Warranty Period, the City observes any breach of warranty described in this agreement that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.
- E. The foregoing Warranties of Quality and Condition are conditional and shall be voided by the City's failure to maintain the Artwork in accordance with Artist's specifications and the applicable conservation standards.

Article 5. Insurance and Indemnification

I. General

- A. The Artist acknowledges that until completion of the installation of the Artwork, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artworks are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.
- B. Artist shall procure insurance coverages as set forth in Exhibit D for the entire duration of the installation.

II. Indemnity

The Artist shall indemnify, defend, and hold harmless the City, its representatives, employees, and elected officials, from and against all claims, causes, demands, legal fees, costs, losses, damages or other expenses occasioned by any act, conduct, negligence, error or omission by the Artist or its respective agents, employees or delegates in the performance of this Agreement or occasioned wholly or in part by any act, conduct, error or omission by the Artist or its respective agents, employees or delegates in the performance of this Agreement, occurring during the term of this Agreement. In agreeing to this paragraph, the City does not alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statues, or as otherwise provided by law. This Paragraph shall survive the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

Article 6. Ownership and Intellectual Property Rights

I. Title

Title to the Artwork shall pass to the City upon completion of the Artwork, completion of installation of the Artworks, and final payment by City to Artist pursuant to Exhibit B. The Artist hereby acknowledges that upon the Artwork's transfer of ownership to the City, the Artwork will be accessioned into the Port St. Lucie Public Art Collection (hereinafter "Collection").

II. Copyright Ownership

- A. Artist Copyright: The Artist retains ownership of the copyright in the Artwork and in any plans, diagrams, installation instructions, drawings, models, and any other work product materials pertaining to the Artwork produced by the Artist. The Artist represents and warrants to the City that the Artwork and materials pertaining to the Artwork (including but not limited to instructions, plans, diagrams, models, and sketches) will be original to the Artist and all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright, and do not violate any third party's copyright or other intellectual property rights.
- B. City Copyright: The Artist agrees that the City and its agents may document the Artwork, and any renderings of the Artwork or work product, including, without limitation, its display, installation, and deinstallation, by all modern methods available (including but not limited to photography and video) for archival, promotional, publicity, educational, and any other non-commercial purposes as the City shall determine and that the City shall own the copyright in any and all City documentation. City will give credit to the Artist as specified herein when images of the Artwork are published.

III. Reproduction Rights

- A. Artist License: The Artist hereby grants the City an exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute images of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- B. City License: The City hereby grants the Artist a non-exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute images of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- C. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: © ARTIST, 2025.
- D. The Artist shall use his best efforts in any public showing or resume use of reproductions of the Artwork to give acknowledgment to the City in substantially the following form: "An original artwork owned and commissioned by the City of Port St. Lucie, Florida."
- E. The City shall be entitled to make reproductions of the Artwork for commercial purposes including, but not limited to, t-shirts, postcards and posters, if any.

Article 7. Artist's Rights

I. General

- A. The Artist waives their rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification, or destruction of that work, for whatever reason and for whatever use of the Artwork such distortion, mutilation, modification, or destruction of work is undertaken.
- B. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. §106A(a)(1) or §106A(a)(2).
- C. If any substantial alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork.
- D. The Artist understands, and consents, to the City using any secondary material, including but not limited to, lighting, décor, signage, etc. without first obtaining permission from the Artist.

II. Deaccession of Artwork(s)

Artist hereby acknowledges that the City may deaccession the Artwork, including but not limited to, taking one of the following actions:

- A. selling the Artwork;
- B. donating the Artwork; or
- C. discarding or destroying the Artwork;

III. Sale of Artwork

In accordance with the Policy, the artist, or estate of the artist, will be given the first option to purchase or exchange the Artwork. In the event the City receives a bona fide written offer from any third party to purchase the Artwork, which the City desires to accept, Artist has the right and may elect to purchase the Artwork at the price offered by such third party (the "Offered Price"). The City shall give notice to Artist, including delivery to Artist of a true and exact copy of the written bona fide offer, and allow Artist thirty (30) calendar days subsequent to OWNER's receipt of such notice within which Artist may elect to purchase the Artwork from the City, and in the event Artist so elects to purchase the Artwork by giving notice of such election to the City within the thirty (30) day period the City shall sell the Artwork to Artist at the offered Price.

Article 8. Artist as an Independent Contractor

- I. The Artist agrees to perform all work under this Agreement as an independent contractor and not as an employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City with the power to bind in any manner. The Artist shall provide the City with the Artist's Tax Identification number and any proof of such number as requested by the City.

Article 9. Assignment of Artwork

- I. The work and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, which consent will not be unreasonably withheld.

Article 10. Termination and Default

- I. If either party to this agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have 30 days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.
- II. If the Artist defaults, fails to cure, and the City terminates the Agreement pursuant to such failure to cure, then the Artist shall return to the City all funds provided by the City. All finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist.
- III. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such Party's reasonable control. If a Party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.
- IV. The City may terminate this Agreement without cause upon sixty (60) days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit B of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit B. The Artist shall retain possession and title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.
- V. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 11. Death or Incapacity

- I. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 10.
- II. In the event of incapacity, the Artist shall assign his obligations and services under this Agreement to another artist provided that the City approves of the new artist and so agrees in writing. If the City does not agree, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 6 and Article 7 in the event of termination pursuant to this provision.
- III. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain rights under Article 6 and Article 7.

Article 12. Waiver. The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition

contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 13. Jury Trial Waiver. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

Article 14. Amendments. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 15. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 16. Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. The venue of any action taken to enforce this Agreement, arising out of the Agreement, or related to the Agreement, shall be in St. Lucie County, Florida.

Article 17. Entire Agreement . This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

Article 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Article 19. Public Records. Artist and any subcontractors shall comply with section 119.0701, Florida Statutes. Artist and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Artist in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Artist shall comply with Florida's Public Records Laws. **ARTIST'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to section 119.0701, Florida Statutes, Artist agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.
2. During the term of the Agreement, the Artist shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Artist's records under this Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Artist agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Agreement.
5. An Artist who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Artist or keep and maintain public records required by the City to perform the service. If the Artist transfers all public records to the City upon completion of the Agreement, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records

upon completion of the Agreement, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

For City:

Name

Title

Date

For Artist:

Name

Title

Date

NOTARIZATION AS TO ARTIST'S EXECUTION

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2025, by _____ on behalf of _____, is [] personally known to me to be the person who executed the foregoing instrument, or who has [] produced the following identification:

_____.

Signature of Notary Public

My Commission expires

Printed Name of Notary Public

Exhibit A: Design

Exhibit B: Budget and Payment Schedule

Exhibit C: Budget from Artist

Exhibit D: Insurance

1. Commercial General Liability insurance policy, written on an occurrence form basis, including all the usual coverage known as:
 - a. premises/operations liability
 - b. products/completed operations
 - c. personal/advertising injury
 - d. contractual liability
 - e. broad-form property damage
 - f. independent contractor's liability
2. Said policy must provide the following minimum coverage:
 - a. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. \$1,000,000 annual aggregate
 - c. Automobile liability. Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Artist does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Artist to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided to the City. Coverage shall apply on a primary basis.
 - d. Workers' Compensation Insurance and Employer's Liability. The Artist shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided to the City. Coverage shall apply on a primary basis.
 - e. Transportation/Cartage insurance. Prior to shipment, the Artist must show the City that the artwork is insured independently or by the carrier during its shipment to the Site. While under the care, custody and control of the carrier up to the value of the Artwork.
 - f. Installation Subcontractor Liability. It shall be the responsibility of the Artist to ensure that all subcontractors for installation of the Artwork at the Site comply with the same insurance requirements referenced above without the language "when required by written contract".

Exhibit E: Project Timeline/Time Frame

Exhibit F: Warranty of Title

I, _____ (name), _____ (title) guarantee and warrant that the WORK listed in the Artwork Commission Agreement is free and clear of any liens, claims or other encumbrances of any type.

ARTIST

By: _____

Its: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2025, by _____ on behalf of _____, is [] personally known to me to be the person who executed the foregoing instrument, or who has [] produced the following identification:

Signature of Notary Public

My Commission expires

Printed Name of Notary Public

Artwork Commission Agreement

SAMPLE AGREEMENT – DO NOT EXECUTE

(Agreement subject to change)

THIS AGREEMENT, is entered into this _____ day of _____, 2025, by and between the City of Port St. Lucie, a Florida municipal corporation (hereinafter the "City") located at 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984 and _____ (hereinafter "Artist") located at _____.

WHEREAS, the City requires the services of an artist to create a work of art (hereinafter the "Artwork", and as described and defined in Exhibit A, in a public space located at the roundabout at Southwest Paar Drive and Southwest Darwin") (hereinafter "Site"); and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the City has selected the Artist based upon the Artist's work and qualifications; and

WHEREAS, the Artist and the City wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS
HEREINAFTER SET FORTH, IT IS AGREED AS FOLLOWS:**

Article 1. Scope of Services

- I. Artist's Obligations. The Artist shall:
 - A. Perform all services and furnish all supplies, material and/or work equipment as necessary for the design, fabrication, transportation and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
 - B. With the assistance of the City, be responsible for obtaining any necessary permits to install the Artwork.
 - C. Determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City, as set forth in this Agreement.
 - D. Prepare the design concept described in Section 1.3 of this Agreement.
 - E. Complete the fabrication, transportation and installation of the Artwork by the scheduled dates as provided in the Proposed Schedule/Time Frame included in Exhibit E.
 - F. Arrange for the transportation and installation of the Artwork in coordination with the City. If the Artist does not install the Artwork him/herself, the Artist shall supervise and approve the installation. Prior to the installation of the Artwork, the Artist shall inspect the Site to ensure that it is ready to accept the Artwork and compliant with the specifications provided by the Artist. The Artist shall notify the City of any perceived conflict, defect or non-compliance with specifications.

- G. Artist shall not begin installation until written notification from the City that all plans, including but not limited to a Maintenance of Traffic ("MOT") plan, right-of-way ("ROW") plans, and rigging plans, have been properly obtained by the City.
- H. Artist is responsible for connecting, and included associated costs, for connecting any standard artwork lighting components to the electrical connections provided by the City. Such costs should be included in the budget, as referenced in Section IV and Exhibit C.
- I. Procure and provide required insurance in amounts and limits specified in Article 5 and Exhibit D.
- J. Inform the City of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description as indicated in the Budget/Payment Schedule, Exhibit B.

II. City's Obligations. The City Shall:

- A. Assign an informed person ("Project Coordinator") to work with the Artist on the Project.
- B. Be responsible for providing the Artist, at the City's sole expense, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform. The Project Coordinator will facilitate Artist's application for any permits required for the Project.
- C. Prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement, including but not limited to obtaining right-of-way plans, rigging plans, and the MOT plans, .
- D. Be responsible for all expenses, labor and equipment to prepare the Site for the timely transportation and installation of the Artwork, including costs to obtain right-of-way plans, rigging plans, and the MOT plans.
- E. Complete the Site preparations by the scheduled installation date as provided in the Proposed Schedule/Time Frame included in Exhibit E or shall contact the Artist in writing informing him/her of any delays.
- F. Be responsible for monthly storage fees until the Site is ready for installation, in the event that installation is delayed more than two (2) months beyond the Proposed Schedule Time Frame due to the City's failure to prepare the Site. In the event that the City fails to prepare the Site, absent any force majeure event or unforeseen delays in construction schedule, in accordance with specifications as provided, or Artist is refused access to the Site as reasonably required, the Artist shall be excused from any delay occasioned by such failure of access or preparation.
- G. Be responsible for any landscaping, structural or finishing modifications to the Sites, and electrical supply and connection necessary to integrate the Artwork into the Site before and after its installation, in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement.
- H. Provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © _____, date of publication. If the plaque is to be placed on the Artwork or Artwork pedestal, it should be done in consultation with the Artist.

III. Design

A. Concept/Schematic

The Artist submitted design concepts/schematics (the "Design") which were selected and approved by the City, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artworks and how they will be installed at the Site, mock-ups, color and materials samples, and proposed fabrication methods. The Design is attached to this Agreement as Exhibit A.

B. Approval

Within forty-five (45) days after the execution of this agreement, the City shall notify the Artist if City requires any revisions to the Design in order to comply with any applicable laws, ordinances, and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design. At the moment of approval for the Artwork, the City must also approve the Artist's intended display elements at the Site, including but not limited to electric needs for proposed lighting; plinths or other related display structures pertaining to the physical integrity of the Artwork at the Site; and proposed signage. The City will provide the Artist with an overview of intended landscaping at the Site.

C. Proposed Change After Approval

After the final form of the Work is approved by the City, the Artist may not change or alter the Artwork without the City's prior written consent at the City's sole discretion. Artist shall bear the sole responsibility and cost of removing and/or repairing any added design elements that are not approved, in writing, by the City.

D. Final Design/Construction Documents

Upon approval of the Design by City, Artist is authorized to proceed with the final Design which shall include the following:

1. Any amended versions of drawings, renderings, maquettes, plans or finish samples included in the Preliminary Design; and
2. Engineered drawings of the Artworks' structural components, fabrication and installation methods, which must be signed and stamped by licensed design professionals/engineers; and
3. Detailed drawings, plans and/or written descriptions of all work to be done on or to the Sites by City before and after installation of the Artwork including, but not limited to initial surveying, leveling and landscaping, forming and pouring of concrete slabs, preparation of pedestal, walls, electrical & plumbing sources and finish landscaping/integration (the "Final Design").
4. Upon approval by the City, the Final Design as approved (the "Approved Design") shall be attached as Exhibit I to this Agreement. The Artist shall provide a set of as-built drawings for the Work following its installation.

IV. Budget and Payment Schedule

A. Budget

1. The budget for this project shall not exceed \$150,000.00.

2. The Artist shall prepare a budget ("Artist Budget,") which shall include all goods, services and materials with such costs itemized. The Artist Budget is attached hereto as Exhibit C.
3. If the Artist incurs costs in excess of the amount listed in the Artist Budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the City.

B. Payment Schedule

1. Artist's completion milestones and payment schedule is as set forth in Exhibit B.
2. A completed W9 and invoices are required for processing payment.
3. Payments will be made via ACH in accordance with City policy and procedures.

V. Fabrication and Installation

- A. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not substantially deviate from the Design without written approval of the City.
- B. The Artist shall provide at least ten (10) days' notice to the City, in writing, when fabrication of the Artwork have been completed, and that the Artwork is ready for delivery and installation at the Site.
- C. Artist shall not begin installation until written notification from the City that all plans, including but not limited to a Maintenance of Traffic ("MOT") plan, right-of-way ("ROW") plans, and rigging plans, have been properly obtained by the City.
- D. The City shall promptly notify the Artist of any delays impacting installation of the Artwork.
- E. The Artist shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork and which are in need of correction within five (5) business days of the discovery of such adverse Site conditions. Failure to inspect the site by the Artist shall be deemed as an acceptance of the Site conditions.
- F. The Artist shall deliver and install the Artwork to the Site in accordance with the Proposed Schedule/Timeframe included in Exhibit E.
- G. The Artist shall be present to supervise the installation of the Artwork.
- H. Upon completion of the installation of the Artwork, the Artwork shall be deemed to be in the custody of the City for purposes of Article 3 and Article 5 of this Agreement, and the City assumes responsibility for the Artwork.
- I. Upon completion of the installation of the Artwork, the Artist shall provide the City with written instructions for the future maintenance and preservation of the Artwork.
- J. Notwithstanding any contrary language in the Project Timelines, Exhibit E, Artist may not install the Artwork until authorized to do so by the City in writing.

Article 2. Terms of Agreement

I. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the City receives title to the Artwork ("Termination Date").

II. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event of a Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g. power or water) through no fault of Artist, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that is an actual and direct result of such Force Majeure Event. In the event that Artist claims a delay for a Force Majeure Event, Artist must make a claim for an extension in writing to City within five (5) business days after the occurrence of a Force Majeure Event for which such claim is being made.

Article 3. Risk of Loss. The Artist shall bear the risk of loss or damage to the Artworks until completion of the installation of the Artworks. The Artist shall take such measures as are reasonably necessary to protect the Artworks from loss or damage.

Article 4. Artist's Representations and Warranties

I. Warranties of Title

The Artist represents and warrants that:

- A. The Artwork is solely the result of the artistic effort of the Artist;
- B. Except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- C. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- D. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- E. The Artwork is free and clear of any liens from any source whatsoever;
- F. All Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- G. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- H. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and with all necessary care, skill, and diligence;
- I. These representations and warranties shall survive the termination or other extinction of this Agreement;
- J. Artist shall provide the City with Warranty of Titles, Exhibit F, certifying that the Artwork is free of liens, claims or other encumbrances and that Artist has the legal ability to make this sale upon the completion of installation and final payment to the Artist.

II. Warranties of Quality and Condition

- A. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two (2) years after the Termination Date ("Warranty Period").

- B. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation instructions submitted by the Artist upon completion of the Artwork.
- C. If, within the Warranty Period, the City observes any breach of warranty described in this agreement that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional standards, at the sole cost and expense of the Artist. The City shall give notice to the Artist of such breach with reasonable promptness.
- D. If, after the Warranty Period, the City observes any breach of warranty described in this agreement that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.
- E. The foregoing Warranties of Quality and Condition are conditional and shall be voided by the City's failure to maintain the Artwork in accordance with Artist's specifications and the applicable conservation standards.

Article 5. Insurance and Indemnification

I. General

- A. The Artist acknowledges that until completion of the installation of the Artwork, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artworks are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.
- B. Artist shall procure insurance coverages as set forth in Exhibit D for the entire duration of the installation.

II. Indemnity

The Artist shall indemnify, defend, and hold harmless the City, its representatives, employees, and elected officials, from and against all claims, causes, demands, legal fees, costs, losses, damages or other expenses occasioned by any act, conduct, negligence, error or omission by the Artist or its respective agents, employees or delegates in the performance of this Agreement or occasioned wholly or in part by any act, conduct, error or omission by the Artist or its respective agents, employees or delegates in the performance of this Agreement, occurring during the term of this Agreement. In agreeing to this paragraph, the City does not alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statues, or as otherwise provided by law. This Paragraph shall survive the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

Article 6. Ownership and Intellectual Property Rights

I. Title

Title to the Artwork shall pass to the City upon completion of the Artwork, completion of installation of the Artworks, and final payment by City to Artist pursuant to Exhibit B. The Artist hereby acknowledges that upon the Artwork's transfer of ownership to the City, the Artwork will be accessioned into the Port St. Lucie Public Art Collection (hereinafter "Collection").

II. Copyright Ownership

- A. Artist Copyright: The Artist retains ownership of the copyright in the Artwork and in any plans, diagrams, installation instructions, drawings, models, and any other work product materials pertaining to the Artwork produced by the Artist. The Artist represents and warrants to the City that the Artwork and materials pertaining to the Artwork (including but not limited to instructions, plans, diagrams, models, and sketches) will be original to the Artist and all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright, and do not violate any third party's copyright or other intellectual property rights.
- B. City Copyright: The Artist agrees that the City and its agents may document the Artwork, and any renderings of the Artwork or work product, including, without limitation, its display, installation, and deinstallation, by all modern methods available (including but not limited to photography and video) for archival, promotional, publicity, educational, and any other non-commercial purposes as the City shall determine and that the City shall own the copyright in any and all City documentation. City will give credit to the Artist as specified herein when images of the Artwork are published.

III. Reproduction Rights

- A. Artist License: The Artist hereby grants the City an exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute images of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- B. City License: The City hereby grants the Artist a non-exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute images of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- C. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: © ARTIST, 2025.
- D. The Artist shall use his best efforts in any public showing or resume use of reproductions of the Artwork to give acknowledgment to the City in substantially the following form: "An original artwork owned and commissioned by the City of Port St. Lucie, Florida."
- E. The City shall be entitled to make reproductions of the Artwork for commercial purposes including, but not limited to, t-shirts, postcards and posters, if any.

Article 7. Artist's Rights

I. General

- A. The Artist waives their rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification, or destruction of that work, for whatever reason and for whatever use of the Artwork such distortion, mutilation, modification, or destruction of work is undertaken.
- B. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. §106A(a)(1) or §106A(a)(2).
- C. If any substantial alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork.
- D. The Artist understands, and consents, to the City using any secondary material, including but not limited to, lighting, décor, signage, etc. without first obtaining permission from the Artist.

II. Deaccession of Artwork(s)

Artist hereby acknowledges that the City may deaccession the Artwork, including but not limited to, taking one of the following actions:

- A. selling the Artwork;
- B. donating the Artwork; or
- C. discarding or destroying the Artwork;

III. Sale of Artwork

In accordance with the Policy, the artist, or estate of the artist, will be given the first option to purchase or exchange the Artwork. In the event the City receives a bona fide written offer from any third party to purchase the Artwork, which the City desires to accept, Artist has the right and may elect to purchase the Artwork at the price offered by such third party (the "Offered Price"). The City shall give notice to Artist, including delivery to Artist of a true and exact copy of the written bona fide offer, and allow Artist thirty (30) calendar days subsequent to OWNER's receipt of such notice within which Artist may elect to purchase the Artwork from the City, and in the event Artist so elects to purchase the Artwork by giving notice of such election to the City within the thirty (30) day period the City shall sell the Artwork to Artist at the offered Price.

Article 8. Artist as an Independent Contractor

- I. The Artist agrees to perform all work under this Agreement as an independent contractor and not as an employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City with the power to bind in any manner. The Artist shall provide the City with the Artist's Tax Identification number and any proof of such number as requested by the City.

Article 9. Assignment of Artwork

- I. The work and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, which consent will not be unreasonably withheld.

Article 10. Termination and Default

- I. If either party to this agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have 30 days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.
- II. If the Artist defaults, fails to cure, and the City terminates the Agreement pursuant to such failure to cure, then the Artist shall return to the City all funds provided by the City. All finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist.
- III. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such Party's reasonable control. If a Party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.
- IV. The City may terminate this Agreement without cause upon sixty (60) days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit B of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit B. The Artist shall retain possession and title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.
- V. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 11. Death or Incapacity

- I. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 10.
- II. In the event of incapacity, the Artist shall assign his obligations and services under this Agreement to another artist provided that the City approves of the new artist and so agrees in writing. If the City does not agree, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 6 and Article 7 in the event of termination pursuant to this provision.
- III. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain rights under Article 6 and Article 7.

Article 12. Waiver. The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition

contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 13. Jury Trial Waiver. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

Article 14. Amendments. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 15. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 16. Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. The venue of any action taken to enforce this Agreement, arising out of the Agreement, or related to the Agreement, shall be in St. Lucie County, Florida.

Article 17. Entire Agreement . This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

Article 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Article 19. Public Records. Artist and any subcontractors shall comply with section 119.0701, Florida Statutes. Artist and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Artist in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Artist shall comply with Florida's Public Records Laws. **ARTIST'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to section 119.0701, Florida Statutes, Artist agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.
2. During the term of the Agreement, the Artist shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Artist's records under this Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Artist agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Agreement.
5. An Artist who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Artist or keep and maintain public records required by the City to perform the service. If the Artist transfers all public records to the City upon completion of the Agreement, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records

upon completion of the Agreement, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

For City:

Name

Title

Date

For Artist:

Name

Title

Date

NOTARIZATION AS TO ARTIST'S EXECUTION

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2025, by _____ on behalf of _____, is [] personally known to me to be the person who executed the foregoing instrument, or who has [] produced the following identification:

Signature of Notary Public

My Commission expires

Printed Name of Notary Public

Exhibit A: Design

Exhibit B: Budget and Payment Schedule

Exhibit C: Budget from Artist

Exhibit D: Insurance

1. Commercial General Liability insurance policy, written on an occurrence form basis, including all the usual coverage known as:
 - a. premises/operations liability
 - b. products/completed operations
 - c. personal/advertising injury
 - d. contractual liability
 - e. broad-form property damage
 - f. independent contractor's liability
2. Said policy must provide the following minimum coverage:
 - a. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. \$1,000,000 annual aggregate
 - c. Automobile liability. Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Artist does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Artist to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided to the City. Coverage shall apply on a primary basis.
 - d. Workers' Compensation Insurance and Employer's Liability. The Artist shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided to the City. Coverage shall apply on a primary basis.
 - e. Transportation/Cartage insurance. Prior to shipment, the Artist must show the City that the artwork is insured independently or by the carrier during its shipment to the Site. While under the care, custody and control of the carrier up to the value of the Artwork.
 - f. Installation Subcontractor Liability. It shall be the responsibility of the Artist to ensure that all subcontractors for installation of the Artwork at the Site comply with the same insurance requirements referenced above without the language "when required by written contract".

Exhibit E: Project Timeline/Time Frame

Exhibit F: Warranty of Title

I, _____ (name), _____ (title) guarantee and warrant that the WORK listed in the Artwork Commission Agreement is free and clear of any liens, claims or other encumbrances of any type.

ARTIST

By: _____

Its: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2025, by _____ on behalf of _____, is [] personally known to me to be the person who executed the foregoing instrument, or who has [] produced the following identification:

Signature of Notary Public

My Commission expires

Printed Name of Notary Public