



ART IN PUBLIC PLACES COMMITTEE AGENDA

**Art in Public Places Committee
PUBLIC NOTICE
October 19, 2016
2:00 pm**

**Prescott City Hall
Lower Level Conference Room
201 South Cortez, Prescott, Arizona
(928) 777-1100**

The following agenda will be considered by the City of Prescott Art in Public Places Committee at its regular meeting on October 19, 2016 at 2:00 pm in the Lower Level Conference Room at City Hall, 201 South Cortez Street, Prescott, Arizona. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- A. Call to Order
- B. Roll Call

ART IN PUBLIC PLACES COMMITTEE MEMBERS

Jim Antonius, Committee member
Cynthia Gresser, Chair
Ron Miller, Committee member
Thomas Restifo, Committee member
Alexandra Rudolph, Committee member

- C. Approval of minutes from regular meeting on June 8, 2016
- D. Presentation and discussion of archived materials from the Prescott Area Art Trust by Kevin Pitts
- E. Discussion of the draft letter of Intention to Donate Art as well as draft Donation and Loan Agreements prepared by Ron Miller
- F. Presentation of the electronic catalogue created by Alex Rudolph
- G. Adjournment

CERTIFICATION OF POSTING NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall and on the City's website on _____, at ____ am in accordance with the statement filed with the City Clerk's Office.

Dana DeLong, City Clerk

Art in Public Places Committee Meeting
Wednesday, June 8, 2016
Prescott, Arizona

MINUTES OF THE MEETING OF THE ART IN PUBLIC PLACES COMMITTEE held on WEDNESDAY, JUNE 8, 2016 IN THE CITY COUNCIL CHAMBERS, located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

A. Call to Order

The meeting was called to order at 3:00 P.M.

B. Roll Call

Committee Members Present:
Jim Antonius
Cynthia Gresser, Chair
Ron Miller
Thomas Restifo
Alexandra Rudolph

Absent:
None

Councilwoman Orr as well as Tyler Goodman and Alison Zelms from staff were also in attendance.

C. Approval of minutes of regular meeting December 9, 2015

Alex Rudolph moved to approve the minutes, Ron Miller seconded the motion. The motion passed unanimously.

D. Discussion of Acker Park Mural vandalism, repair, and communication

The committee was pleased with the results. Pictures were shown of the damage and what the mural looked like prior to the damage. There is a good partnership between Friends of Acker, Mural Mice, and Recreation Services.

E. Discussion about the Prescott Area Art Trust (PAAT), its holdings, and information about public art in Prescott

Kevin Pitts from the PAAT addressed the committee. It started in 1981 and did work on the Buck O'Neill statue at the Courthouse Plaza. It raised funds by selling miniatures of Bucky and other statues around town. It commissioned artists for the "Resting Cowboy" statue at the Square as well as the statue outside of City Hall. They also placed the Boy Scout monument on City right-of-way outside of Miller Valley School. The Trust acts as a fiduciary and promotes the appreciation of art in public places. It has been dormant for a number of years but they would like to become more active and the committee suggested that they could do work in the future with the Trust. The Trust has archived info and it was requested that they work with the Committee to share information, which Mr. Pitts said they would be happy to do so. The future monument to the fallen 19 Hotshots was discussed and it will be on the Courthouse Square and presumably will be county property.

F. Review of 'Tis Maps

Discussion of the 'Tis maps as well as a request for the committee to review it for the proposed catalogue

G. Discussion of necessary elements in a draft donation agreement

Mr. Pitts agreed to share Phippen's art agreement, which is very short and simple. Cindy Gresser will share her draft agreement and asked the committee to study the examples that were given so there can be more discussion during the next meeting as well as the resolution that created the committee. Ron Miller volunteered to create a draft agreement based on the examples and will work with Tyler Goodman during that process to share information already gathered.

H. Process for valuation of identified City-owned art

Once you start to value, you have to continue. It was discussed that the better route would be to know the historical cost associated with the art only and not the current value (which will fluctuate).

I. Discussion of desired elements of a catalogue format

An example of Past Perfect was given and it was discussed that an excel sheet is sufficient along with placing a unique ID number with each piece of art and sorted by its location. Alex Rudolph volunteered to do the work of creating such a database and catalogue with the pictures, artist info, medium, location, etc. Ron Miller suggested that if the committee members see art that they can take pictures and send to Alex Rudolph who can then compile the pictures and research information on the artist. She asked they send condition pictures from all angles of the art and that those be sent to her if they do come across pieces that they think have not been catalogued.

J. Adjournment

There being no further business to be discussed, Ron Miller moved to adjourn the meeting and Alex Rudolph seconded the motion at 4:20 P.M. The motion passed unanimously.

Cindy Gresser, Chair



ART IN PUBLIC PLACES

Letter of Intention to Donate or Loan Art

OVERVIEW

The City of Prescott has established guidelines for the acceptance of public art (see Council Resolution 4279-1488) and has established the Art in Public Places Committee to evaluate and determine the suitability of donated artwork. The Committee will consider the location, cost, quality, aesthetic character, and safety of the proposed donation and make a recommendation to the City Council to accept or decline the offer.

The process begins with the donor or lender giving a detailed description of the artwork to the Art in Public Places Committee which will then schedule a review of the offer. The donor / lender will have an opportunity to make an informational presentation to the Committee. Concurrence of affected City departments and input from important stakeholders is required prior to a recommendation to the City Council.

Many forms of art may be donated or loaned to the City. Paintings, stained glass, photographs and large outdoor sculptures are examples.

Many items will have little or no installation cost. However, some items may require significant expense. There may be engineering requirements, site modifications, City code compliance, and insurance requirements. These costs shall be generally borne by the donating or lending entity.

Art donated and located on City property shall be dedicated to the City. The artist may retain rights under the "Visual Artist Rights Act" and the "Copyright Act of 1976", except as limited by this agreement such as ownership and possession.

PROCEDURE:

STEP 1 The donor / lender may meet with the Art in Public Places Committee at one of the scheduled meetings and discuss their proposed donation. The prospective donor / lender will be given a copy of the Guidelines for Acceptance of Public Art. They shall become familiar with these requirements.

The donor / lender shall submit a Letter of Intention stating that the donor wishes to donate, loan or bequest an artwork to the City. Use the attached form.

STEP 2 The Art in Public Places Committee will schedule a review of the offer and notify the prospective donor / lender in writing of the date and time for the review meeting. The review may require several steps. The Committee may enlist the services of experts to assist the review process.

STEP 3 Upon review, the Art in Public Places Committee may decline to accept the artwork as described in the Guidelines for Acceptance of Public Art Section A-2. The Committee will then prepare a draft written donation or loan agreement which includes the responsibilities of each party in accordance with the Guidelines for Acceptance of Public Art. The Committee will make a recommendation to the City Council regarding acceptance or non-acceptance of the artwork.

STEP 4 The City Council shall accept or decline the artwork for the City. After the City Council's decision the Committee will notify the donor / lender of the decision in writing. It is recommended that the donor / lender attend the City Council meeting and be prepared to discuss the artwork.

STEP 5 If installation is required, the donor / lender shall secure any required engineering, permits, insurance and funding. The donor / lender and the installer shall work with the appropriate City Departments to ensure compatibility with existing infrastructure. The City reserves the right to make all final decisions on maintenance, relocation, or removal of the artwork.



Art in Public Places

Letter of Intention to Donate, Loan or Bequest Art

Donor/Lender Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Contact Person: _____

Email: _____

Suggested Location: _____

Artist Resume: Please attach information about the artist.

Description of the Artwork: Include the media, dimensions, information about the artist, visual documentation including color photos and electronic files. If the artwork is not a finished piece, describe how the work will be completed.

If a Site Installation: Briefly discuss the timeframe, cost involved, and site preparation requirements. Provide a map, sketch, maquette, and or a Photoshop image of its relationship to the site.



ART DONATION AGREEMENT

This Agreement is made this _____ day of _____, by and between _____ (“Donor”) and the City of Prescott, Arizona (“City”). Exhibit A: Donor Information

WHEREAS, both the Donor and the City believe that this art donation enhances the aesthetic character of the community and advances the public understanding of art; and

WHEREAS, the Donor wishes to donate to the City of Prescott for use as public art an item which is more specifically described in Exhibit B and referred to as the “Work”, and the Donor has complied with the review processes of the Art in Public Places Committee, referred to as the “Committee”; and

WHEREAS, the City is willing to accept the donation under the terms and conditions herein:

THEREFORE, the parties agree as follows:

1. The Donor acknowledges that City of Prescott Resolution No. 4279-1488 “Guidelines for Acceptance of Public Art” referred to as the “Guidelines”, governs this Agreement and may be used to determine the suitability, appropriate location, maintenance, safety, acceptance and de-accession of the Work.
2. The Donor hereby irrevocably donates, and conveys title to the Work to the City. The donation shall be effective as of the _____ day of _____, 20____.
3. The Donor certifies that the Work is free of encumbrances and does not infringe upon any copyrights.
4. The City may remove or de-accession the Work at its sole discretion. The City will give the Donor the right of first refusal to reacquire the donated Work pursuant to the terms and conditions established by the City.
5. The Artist / Donor agrees to comply with the Committee and City requirements as described in Exhibit C including but not limited to; Installation, Inspections, liability insurance during installation, safety, ADA compliance, Interference with City facilities / utilities, and agreed future maintenance, prior to acceptance by the City. These requirements were determined during the Committee and City Staff and stakeholder review process.
6. This contract is subject to the cancellation provisions of A.R.S. §38-511.
7. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
8. The Donor agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Donor. This Indemnification provision shall survive the termination of this Agreement.
9. The parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG

City Clerk

JON PALADINI

City Attorney

EXHIBIT A: Donor Information.

EXHIBIT B: Description of the Art.

1. Narrative description of the conceptual or finished Work. Method of installation, dimensions, timeframe for completion. Drawings, maquette, and photographs.

EXHIBIT C: Requirements and Costs Prior to Acceptance.

1. Project Budget. Artist / Donor borne costs. City costs. Future maintenance costs.
2. Schedule.
3. Engineering requirements.
4. Committee requirements.



ART LOAN AGREEMENT

This Agreement is made this _____ day of _____, by and between _____
_____ (“Lender”) and the City of Prescott, Arizona (“City”). Exhibit A: Lender
Information

WHEREAS, both the Lender and the City believe that this art loan enhances the aesthetic character of the community and advances the public understanding of art; and

WHEREAS, the Lender wishes to loan to the City of Prescott for use as public art an item which is more specifically described in Exhibit B and referred to as the “Work”, and the Lender has complied with the review processes of the Art in Public Places Committee, referred to as the “Committee”; and

WHEREAS, the City is willing to accept the loan under the terms and conditions herein:

THEREFORE, the parties agree as follows:

1. The Lender acknowledges that City of Prescott Resolution No. 4279-1488 “Guidelines for Acceptance of Public Art” referred to as the “Guidelines”, governs this Agreement and may be used to determine the suitability, appropriate location, maintenance, safety, acceptance and de-accession or return of the Work.
2. The Lender hereby conveys temporary possession of the Work to the City of Prescott. The loan is for use as public art within the City and shall be effective as of the _____ day of _____, 20____, and terminate on _____ day of _____, 20 ____.
3. The Lender certifies that he / she has legal ownership of the Work and that it is free of encumbrances and does not infringe upon any copyrights.
4. Possession of the Work shall vest in the City upon delivery. The Lender retains any rights under the “Visual Artist Rights Act” and the “Copyright Act of 1976” except as limited by this agreement.
5. The City may reproduce faithful images of the Work for non-commercial purposes including public information, educational, and catalog purposes.
6. The City will insure the Work as part of its general property coverage and maintain the Work according to its normal maintenance standards.
7. The Work will initially be placed as described in Exhibit C. The City may relocate the Work at its discretion.

8. The City may remove the Work from public display at its sole discretion. The Lender may be required to remove the Work at their expense as outlined and agreed to in Exhibit D.
9. The Lender agrees to comply with the Committee and City requirements as described in Exhibit D, including but not limited to; the making and installation of the Work, inspections, liability insurance during installation, safety, ADA compliance, interference with City facilities and agreed future maintenance, prior to acceptance by the City. These requirements were determined during the Committee and City Staff review process and are shown in Exhibit D.
10. This contract is subject to the cancellation provisions of A.R.S. §38-511.
11. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
12. The Lender agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Lender. This Indemnification provision shall survive the termination of this Agreement.
13. The parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court
14. The parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS § 12-341.01(A) and (B), or pursuant to any other state or federal statute.

LENDER:

DATED this _____ day of _____, 2016.

By: _____

STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____
2016, by _____, personally known to me or proven to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument, and
acknowledged that he/she executed it.

[Seal]

Notary Public

CITY OF PRESCOTT:

DATED this _____ day of _____, 2016.

HARRY B. OBERG
Mayor

ATTEST:

DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:

JON PALADINI
City Attorney

EXHIBIT A: Lender Information

EXHIBIT B: Description of the Art

1. Narrative description of the conceptual or finished Work. Method of installation, dimensions, timeframe for completion. Drawings, maquette, and photographs.

EXHIBIT C: Site Selection

1. Site location. Shown on map and with scaled site photographs with the Work inserted for a visual perspective of the surroundings.
2. A description of how the Work fits the site as relating to the social and physical environment.

EXHIBIT D: Requirements and Costs

1. Project Budget. Artist / Lender borne costs. City costs. Future maintenance costs.
2. Schedule.
3. Engineering requirements.
4. Committee requirements as determined after review.