



**CITY OF ST. AUGUSTINE CITY COMMISSION
PUBLIC ART COMMITTEE AGENDA
FRIDAY, OCTOBER 6, 2023 - 11:00 AM
ALCAZAR ROOM**

1. CALL TO ORDER

◆ Roll Call

2. GENERAL PUBLIC COMMENTS

3. WELCOME TEAM AND RECEIPT OF RESUMES

3.A.

4. DISCUSSION OF QUALIFICATIONS

4.A.

5. REVIEW OF AERIALS

5.A.

6. DISCUSSION OF \$250,000 BUDGET APPROVAL

7. UPDATE ON SELECTION CRITERIA AND PROCESS

8. UPDATE METHODS OF ADVERTISING

9. ADDITIONAL MATTERS FOR DISCUSSION

10. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. ***The City of St. Augustine encourages anyone wishing to present the invocation at city commission meetings to contact the City Clerk's office, to be placed on the rotation list, and encourages people of all religious affiliations or of no religious affiliation to present a non-denominational invocation to inspire us in the work of the City Commission. The materials prepared and presented are part of the City's

ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

Roxanne Horvath, AIA

South Street, St. Augustine, Florida 32084 Tele: 904 806-4329, e-mail: duoarch@comcast.net

EDUCATION

UNIVERSITY OF FLORIDA – BACHELOR OF DESIGN 1974

UNIVERSITY OF FLORIDA – MASTERS OF ARCHITECTURE 1979

EXPERIENCE

PRINCIPAL, CRG ARCHITECTS PLANNERS INC., SINCE 1991- 2023

CITY OF ST. AUGUSTINE COMMISSIONER 2012-2023

ART EXPERIENCE

PHOTOGRAPHY / SCULPTURE/MIXED MEDIA COLLAGE – WORK SHOWN IN NORTH FLORIDA MUSEUMS AND GALLERIES AND PRIVATE COLLECTIONS

MEMBER BUTTERFIELD GARAGE ART GALLERY, ST. AUGUSTINE 2013

CUMMER ART MUSEUM, JACKSONVILLE JURIED SHOW 2013

FLORIDA MUSEUM FOR WOMEN ARTISTS JURIED SHOW, DELAND, FLORIDA 2012

MUSEUM OF FLORIDA ART – ARCHITECTURAL COUNTERPOINTS, DELAND, FLORIDA 2012

MEMBER SOUTHLIGHT GALLERY, JACKSONVILLE, 2010

UNIVERSITY OF NORTH FLORIDA – UNIVERSITY GALLERY 2 PERSON SHOW

CUMMER ART MUSEUM, JACKSONVILLE VISION 2000 – EIGHT EAST COAST ARTISTS

SPILLER VINCENTI GALLERY, JACKSONVILLE, VISION 2000 AND VISION 2002

CUMMER ART MUSEUM, SLEEPING BEAUTIES: CONTEMPORARY HEADRESTS, 1ST AWARD 2000

FLORIDA COMMUNITY COLLEGE – DOWNTOWN CAMPUS- ONE PERSON SHOW

FLORIDA SCHOOL OF THE ARTS – 2 PERSON SHOW

SUWANEE VALLEY REGIONAL ART FESTIVAL –BEST IN SHOW

PAST MEMBER ARTS ON DOUGLAS, NEW SYMERNA BEACH, FLORIDA

STUDIES IN ART

STUDIED WITH: JERRY UELSMANN, CHRISTOPHER JAMES, ROBERT FICHTER AND ANNA TOMCZACK

WORKSHOPS AT PENLAND SCHOOL OF CRAFT AND HAYSTACK, ART INSTITUTE OF BOSTON, HARVARD UNIVERSITY

PUBLIC ART COMMISSIONS

CANCER SURVIVORS PARK, JACKSONVILLE, FLORIDA

ART IN PUBLIC PLACES, ED AUSTIN REGIONAL PARK SCULPTURE, JACKSONVILLE, FL

ARTIST STATEMENT

I am a practicing architect, president of CRG Architects, since 1991. I was born of American parents in Munich, Germany in 1951. I have been producing art since 1974.

Most of my training in art has been in Photography and later in Enamel. A few years into producing photographic images, I began to feel the need to break with the two dimensional restrictions and began to add 3-D assemblage of cut and altered photographs, creating collage. Later found objects started to appear to help tell the story. Independent studies in myth and symbolism have informed my work. The enamel work has become very sculptural which is largely influenced by my architectural professional work. I have also been experimenting with fabric, a passion of mine, for 3-D sculpture.

David Bagnall | Executive Director | Lightner Museum

David Bagnall has served as Executive Director of the Lightner Museum since 2020. He guides the museum's institutional vision, exhibitions, preservation initiatives, educational programs, external relations, administrative management, and strategic planning. Before joining the Lightner, Bagnall was Director of Interpretation and Preservation at the Frank Lloyd Wright Trust, Chicago where he served from 2011 to 2020. At the Trust he oversaw curatorial, education, and preservation initiatives at five historic Frank Lloyd Wright buildings in the Chicago area, two of which are World Heritage sites. Prior to his work with the Trust, he was appointed as the first Executive Director of the Richard H. Driehaus Museum, Chicago. Bagnall holds a B.A. and M.A. in Art History from the Courtauld Institute of Art, London.

JULIE DICKOVER

St. Augustine, Florida

Julie Dickover is Director of the Crisp-Ellert Art Museum (CEAM) and Curator of Campus Collections at Flagler College in Saint Augustine, Florida. Since 2010, she has organized over fifty solo exhibitions and commissioned new works by regional, national, and international artists for CEAM. Recent exhibitions include *Elisa Harkins: Teach Me A Song* (2023) in collaboration with The New Gallery, Austin Peay State University and Halsey Institute of Contemporary Art, College of Charleston; *Sasha Wortzel: Dreams of Unknown Islands* (2023) in partnership with the Cooley Gallery at Reed College; *Florine Demothene: Always in All Ways* (2022); *Erin Kendrick: The Hotelmen* (2022); *Mirages: Elizabeth Atterbury, Katy Cowan, Strauss Bourque-LaFrance* (2021), *Karen Hampton: Origins* (2021); *Hilary Pecis: A Space in Between* (2020); and *Sky Hopinka: Around the Edge of Encircling Lake* (2018). In the fall of 2016, Dickover initiated the CEAM Artist Residency at Flagler College. Since that time, CEAM has hosted internationally known artists from diverse disciplines, including Olivia Block, Staci Bu Shea, Jamilah Sabur, Sky Hopinka, Christine Sun Kim, and Wendy Red Star.

Under her direction, CEAM has been awarded grants from The Community Foundation for Northeast Florida, The Andy Warhol Foundation for the Visual Arts, Florida Humanities, St. Johns Cultural Council, St. Johns County Tourist Development Council, Florida Department of State Division of Cultural Affairs, and Spain Foundation. In 2023 CEAM was accepted into the Museum Assessment Program (MAP) for Collections Stewardship, administered by the American Alliance of Museums (AAM) and Institute of Museum and Library Services (IMLS).

Prior to living in Northeast Florida, Dickover lived in Los Angeles where she was Associate Registrar at the Hammer Museum at UCLA from 2003 to 2010, and Associate Director of the Robert Berman Gallery in Santa Monica from 2000 to 2003. She received her B.A. in Art History from Lewis and Clark College in Portland, Oregon in 1998, with a concentration in Contemporary Art. Dickover is an active member of the American Alliance of Museums, the Association of Academic Museums and Galleries, and the Florida Association of Museums.

Diane Mataraza
125 Woodcutters Trail
St Augustine, Florida 32086
904547 2227
321427 0049

Bio

Diane, an independent arts management consultant, has over 40 years' experience in the nonprofit arts field spanning all 50 states. Areas of expertise include advocacy, capacity building, evaluation, funding, marketing, and planning. As an arts administrator, arts funder, and arts management consultant, she has worked with hundreds of entities ranging from national associations, foundations, state arts agencies, and cities, to non-profit arts organizations of every size and arts discipline. Her consulting experience has spanned the gamut from small all-volunteer community-based start-ups and artists co-ops to large seasoned cultural institutions with multi-million-dollar endowments. Diane's public art experience has been focused on policy and legislation. Locally, she worked with Compassionate St Augustine on the 450th Commemorative Obelisk Public Art Project.

Experience Overview

- Since 2000, an Independent Arts Management Consultant, Chapter S Corporation, State of Florida. National client base.
- Consultant Team for The Pew Charitable Trusts and William Penn Foundation's multi-year Philadelphia Cultural Management Initiative.
- A senior consultant with ArtsMarket, a Montana-based cultural planning and marketing firm. National client base.
- Served as the Executive Director of the Grammy Awards Foundation in Los Angeles with 18-chapter offices located across the US.
- Directed the Local Arts Agencies Program at the National Endowment for the Arts. In her last year at the NEA, during Jane Alexander's Chairmanship, Diane served as Senior Advisor to the Deputy Chair.
- Directed the Alliance of New York State Arts Councils, a service organization, guiding community cultural development efforts in all of New York's 62 counties. The Alliance also was the state's dedicated advocacy organization, representing some 4,000 nonprofit arts organizations from Lincoln Center for the Performing Arts and the Metropolitan Museum of Art to small rural cultural centers in upstate NY. During this time, the New York State Council on the Arts received annual general fund appropriations in excess of \$50 million.
- Directed the Dutchess County Arts Council and helped create its United Arts Fund in Poughkeepsie, New York. Her arts council was a recipient of a New York State Governor's Arts Award during Mario Cuomo's administration.
- Is a trained musician (trombonist). Long long ago, Diane taught high school instrumental music in New York's public schools.
- A native of New York's Hudson Valley, Diane holds a bachelor's degree cum laude from Ithaca College School of Music, a master's degree from New York University, and a certificate in association management from the United States Chamber of Commerce.

Christina Parrish Stone Bio - 09/21/2023

Christina Parrish Stone is Executive Director of the St. Johns County Cultural Council, the local arts agency for St. John's County, Florida responsible for supporting cultural organizations and individual artists; administering arts, culture and heritage grants; and managing cultural tourism for the County.

She is an attorney with twenty years of experience in historic preservation, commercial real estate and government finance and a graduate of the University of Florida's Levin College of Law, where she was a member of the Law Review and awarded the Order of the Coif.

In 2019 Christina received the Cultural Council of Greater Jacksonville's highest honor, the Helen Lane Founders Award, recognizing her as the individual "dedicated to ensuring that arts and culture are woven into the everyday fabric of the community." She is a 2018 Jacksonville "Woman of Influence" award winner; was chair of the City of Jacksonville's Art in Public Places Committee; founder of Jacksonville PorchFest; former Vice President of the Jacksonville Historical Society; and a graduate of Leadership Jacksonville and Leadership St. Johns.

She is an active member of the St. Johns County Chamber of Commerce; serves as Chair of the Flagler College Visual and Performing Arts Advisory Board; and is a Trustee of the Marjorie Kinnan Rawlings Society.

Christina is married to Cliff Stone; has four children; and is restoring an almost 100-year-old home in St. Augustine's Nelmar Terrace Historic District.

REQUEST FOR QUALIFICATIONS

May Street and San Marco Street Intersection
St. Augustine, FL

Project Overview:

The City of St. Augustine is seeking an artist or team of artists to create a large-scale, dynamic, inclusive, and site-specific artwork for the roundabout at the intersection of May Street and San Marco Street. The artist(s) selected for the commission will be responsible for the design, fabrication, and installation of the artwork, including the structural design and related permitting, in collaboration and coordination with the Public Art Committee, St. Augustine's City leadership and Public Works, as well as the community.

A shortlist of candidates will be selected from RFQ submissions and will be asked to develop a proposal and present it to the City of St. Augustine Public Art Committee in a public meeting.

Project Location:

The May Street and San Marco Intersection is a recently completed roundabout adjacent to St. Johns County Library Main Branch, The Waterworks, and several neighborhoods. As a busy traffic interchange, the location is highly visible to vehicular, bicycle, and pedestrian traffic. The site is not directly accessible to pedestrians.

Project Goals:

- As the first permanent public art commission in the City of St. Augustine, the artwork should be a signature piece for the St. Augustine community and should reflect some aspect of the city's culture, unique history, or natural environment.
- The artwork should appeal to a broad audience.
- The artwork should be site-responsive, and properly scaled to the surroundings.
- The materials used must be able to withstand extreme weather and heavy traffic.
- The artwork should be structurally sound and require low upkeep and minimal maintenance costs.

Who May Apply:

Visual, craft, or design artists or artist teams, in all media, including landscape architects, at least 18 years of age are eligible to apply regardless of the location of residence. City of St. Augustine staff, Public Art Committee members and their family members are not eligible to apply.

Submission Deadline & Requirements:

All materials must be submitted in ##FORMAT## via CAFÉ no later than ##DATE## at ##TIME##. There is no submission fee.

- Submissions should include:
- CV, including previous experience realizing public art.

- Letter of interest in the project, no longer than one page in length.
- ## images of completed artworks, including examples of work similar in scope to this project.
- A list of ## professional references that have knowledge of your work and working methods, including ##INFO##.
- Optional: The artist(s) may include up to three selections of support materials, including reviews, news articles, or other related information.

Anticipated Project Timeline:

- ##DATE## at ##TIME##: Deadline for Submissions
- ##DATE##: Finalists selected and given project orientation/site visit
- ##DATE##: Finalists present concepts to Public Art Committee
- ##DATE##: Selection Committee forwards final design recommendation to City for approval.
- ##DATE##: Notification of commission
- ##DATE##: Fabrication / Installation / Etc

Budget Description:

The budget for this project is ##### and is inclusive of all costs associated with this project, including but not limited to: artist expenses, administration, sub-consultants (subcontracting?), travel and lodging, conservation assessment, artwork fabrication, storage, transportation and installation, related permits, licenses, taxes, and insurance. The artist will be responsible for submitting an artwork maintenance manual upon completion.

An honorarium of #####, in addition to travel costs, will be awarded to each artist(s) chosen as a finalist from this RFQ (Request for Qualifications) phase to create a comprehensive proposal.

Selection Criteria:

- Artistic Excellence: Aesthetic qualities / innovation / unique or distinctive qualities
- Context: The artwork's appropriateness to the surrounding topography, local history, and community attitudes and concerns of both the residents of the City of St. Augustine and the surrounding community.
- Community Engagement: The ability to lead community engagement sessions during the design process to introduce the work.
- Durability, Safety and Permanence: The artwork is resistant to weathering and high vehicular traffic and is structurally sound. The artwork must meet the criteria as defined in the Florida Department of Transportation Design Manual, *127 Community Aesthetic Features*.
- Technical Feasibility: The artist(s) must provide convincing evidence of their ability to complete the artwork as proposed.
- Past Performance: The Public Art Committee will consider the artist's performance under previous contracts including their success with meeting established timelines and budgets.

- Cost Feasibility: The Public Art Committee will consider the cost feasibility and determine if the project is realistic within the specified project budget. ## include something about general upkeep and maintenance here? ##















RESOLUTION NO. 2009-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA ESTABLISHING POLICIES FOR THE DONATION OF ARTWORK TO THE CITY OF ST. AUGUSTINE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that the location and display of artwork in places owned by the City advances the educational, cultural and historical values of the City of St. Augustine; and

WHEREAS, the City Commission finds that the City, as a separate and distinct municipal corporation, enjoys the right and opportunity of self-expression and free speech in the public resolutions, proclamations and statements of the City Commission and in the placement of art, monuments, signage and flags in and on City-owned and controlled properties; and

WHEREAS, in the furtherance of the City's right to self-expression and free speech, the City Commission finds that the City enjoys the right and duty to exercise complete control over the selection and use of art employed by the City as elements of said self-expression and free speech; and

WHEREAS, the City Commission finds that the efficient and fair implementation of a program of selecting and locating artwork in places owned and controlled by the City requires the establishment of written policies governing the selection, acquisition, ownership and placement of such artwork;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:**

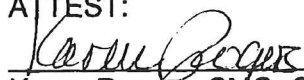
Section 1. Terms for Donation of Artwork to City. Any artist desiring to donate artwork to the City of St. Augustine shall do so only in full compliance with the terms of the **Artwork Donation Agreement**, attached hereto and incorporated herein as Exhibit "A." For purposes of emphasis, by agreeing to donate artwork to the City, the artist agrees to transfer all ownership interests to the City, including, but not limited to, all copyrights, trademarks, patents and all other intellectual property rights; all rights as to placement, the timing of placement and the location of placement of the donated artwork; and all rights as to the maintenance, storage, sale or disposal of the artwork.

Section 2. Terms for Acquisition of Donated Artwork. The determination as to which artwork the City will accept for donation shall be made in full compliance with the **Policy and Procedure for Acquisition of Artwork**, attached hereto and made a part hereof as Exhibit "B."

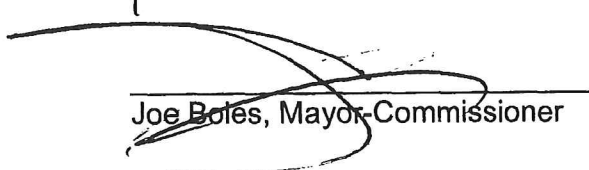
Section 3. Effective Date. The policies included in this Resolution shall become effective on the date of passage of the Resolution by the City Commission.

PASSED in Regular Session of the City Commission of the City of St. Augustine, Florida, this 26th day of JANUARY, 2009.

ATTEST:


Karen Rogers, CMC, City Clerk

(SEAL)


Joe Boles, Mayor-Commissioner

ARTWORK DONATION AGREEMENT

THIS AGREEMENT is entered into on _____ by and between CITY OF ST. AUGUSTINE, a municipal corporation organized under the laws of the State of Florida ("CITY"), and _____ ("DONOR").

WHEREAS, DONOR wishes to donate artwork to the CITY; and

WHEREAS, CITY wishes to accept ownership of DONOR'S artwork;

NOW, THEREFORE, in accordance with the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DONOR hereby agree as follows:

1. **DONOR**

Name: _____

Address: _____

Phone: () Fax: () Email: _____

2. **DONATION**

DONOR transfers all rights of ownership to the artwork listed on this Agreement to the CITY. DONOR shall deliver the artwork to the CITY free and clear of any liens, claims or other encumbrances of any type. Donor shall furnish a signed, sworn and notarized Warranty of Title, attached as Exhibit "A" and incorporated herein. This Section shall survive termination of this Agreement.

	<u>Title of Work</u>	<u>Artist Name</u>	<u>Medium, Dimension</u>	<u>Year Completed</u>	<u>Value</u>
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					

3. **WAIVER OF RIGHTS**

DONOR shall provide the CITY with an executed Waiver of Artist Rights, attached as Exhibit "B" and incorporated herein, for each artwork.

EXHIBIT "A"

4. INFORMATION AND MATERIALS TO BE SUBMITTED

Prior to the execution of this Agreement by the CITY, DONOR shall submit to CITY:

- A. One photograph (no larger than 8-1/2" x 11") of each artwork. DONOR shall label the back of the photograph with DONOR'S name, address, telephone number, email address, artist of work, title of work, medium, dimensions, year completed and sale price. DONOR agrees that the medium of the artwork represented in the submitted photograph shall be the medium of the artwork donated to the CITY.
- B. Artist(s) resume(s) for artwork.
- C. Self-addressed, stamped envelope for the return of photo(s). Although the CITY will do its best to safeguard submitted materials, the CITY shall not be held responsible for the loss or damage of photos or any other materials submitted.
- D. Artwork Condition Report, attached as Exhibit "C" and incorporated herein.

5. LIABILITY

DONOR shall bear the risk of loss of, or damage to, the artwork until the artwork is delivered to the CITY. Upon acceptance of the artwork, CITY shall bear the risk of loss of, or damage to, the artwork.

6. SELECTION AND DISPLAY OF ARTWORK

CITY shall have sole discretion to select and display artwork.

7. TRANSPORTATION OF ARTWORK

Upon execution of this Agreement, DONOR shall deliver the artwork on an agreed date to the location specified by the CITY.

8. INSTALLATION OF ARTWORK

CITY shall have sole discretion to install and select a location for all donated artwork. DONOR may be required to provide two-dimensional artwork(s) to CITY in a frame and "ready to hang." If the artwork is sculpture, DONOR may be required to provide CITY with an appropriate pedestal for display purposes and a clear cover for protection if such is deemed necessary by the CITY.

9. SIGNAGE AND PUBLIC EDUCATION

CITY shall provide any interpretive signage for the artwork. All education programs related to the artwork shall be coordinated through the CITY.

10. CARE OF ARTWORK

CITY shall take all reasonable care to maintain and protect the artwork. Should the artwork become damaged, depending on the nature and extent of damage, CITY may remove the artwork from its display location. CITY shall exclusively have the right to determine when and if repairs and restorations to the artwork are required.

CITY shall perform repairs and maintenance for the artwork guided by the written specifications of DONOR provided on the Documentation Worksheet, attached as Exhibit "D" and incorporated herein. Notwithstanding any provision in this Agreement to the contrary, CITY shall have no obligation to protect or maintain the artwork against CITY-approved renovation to or demolition of the building or public space in or around which the artwork is located if the artwork cannot reasonably, in the sole discretion of the CITY, be salvaged or relocated prior to the renovation or demolition.

This Section shall only apply if DONOR is the artist who created the artwork. DONOR shall have the right, during the DONOR'S lifetime, to approve repair and restoration of the artwork of a significant nature. Repairs to the artwork are considered significant if the artwork will no longer represent the artist's original intention or if the artwork poses a threat to public safety. Within thirty days of written notice from the CITY that the artwork is in need of significant repair, DONOR shall provide to CITY, in writing, recommendations for repairs and restoration to the artwork including a timeline for completion. If DONOR fails or refuses to provide recommendations within thirty days of the CITY'S notice, CITY shall have the right to make its own repair or restoration provided that the artwork is not thereafter represented to be the artwork of DONOR. To the extent practical, DONOR shall be given the opportunity to make or personally supervise significant repairs or restorations. DONOR may be paid a reasonable fee for such repairs provided both parties agree to the fee, in writing, prior to the execution of services. This section shall survive termination of this Agreement.

11. REPRODUCTION AND CREDIT

Subject to copyright restrictions, DONOR acknowledges and agrees that CITY may photograph the artwork for publicity and educational purposes. DONOR further acknowledges and agrees that the general public may photograph the artwork. CITY shall credit DONOR with the donation of the artwork and credit the Artist as the creator of the artwork unless CITY notifies DONOR of other arrangements in writing.

12. SALE OF ARTWORK

The CITY reserves the right to sell, donate or otherwise divest itself of the artwork.

By my signature, I, DONOR, am representing that:

- (1) I am fully authorized to donate to CITY the artwork listed in this Agreement;**

(2) The artwork is all in good condition except where noted in the Artwork Condition Report; and

(3) I have read and agree to abide by the terms of this Agreement.

Signed, sealed and delivered
in the presence of:

DONOR:

Witness

Printed Name: _____

Printed Name: _____

Witness

Printed Name: _____

(Mailing Address)

(Telephone Number)

CITY:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

BY: _____

Wm. B. Harriss, City Manager

Karen Rogers, CMC, City Clerk
(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

City Attorney

EXHIBIT "A"

WARRANTY OF TITLE

I, _____ guarantee and warrant that the artwork listed in this Artwork Donation Agreement is free and clear of any liens, claims or other encumbrances of any type.

Signed, sealed and delivered
in the presence of:

DONOR:

Witness

Printed Name: _____

Printed Name: _____

DATE: _____

Witness

Printed Name: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public, State of Florida at Large

(Print Notary Name)

My Commission Expires: _____

EXHIBIT "B"

WAIVER OF ARTIST RIGHTS

Title of Artwork: _____.

Artist, or estate thereof, as the creator of the artwork named above, transfers all rights of ownership in artwork to the CITY OF ST. AUGUSTINE, FLORIDA ("CITY"). Artist specifically waives and releases all rights, including all right of attribution and integrity, which Artist may have in the artwork as provided by 17 U.S.C. §§ 106A and 113(d).

Artist acknowledges that the artwork may be installed at a location of the CITY'S choice. Artist further understands that the CITY may, in the future, desire to display the artwork in another location or under different conditions and Artist agrees that the CITY shall have the right to display the artwork as and where the CITY, in its sole discretion, desires. Artist agrees that the CITY shall have the right to remove the artwork from its CITY-assigned location and acknowledges that the installation of the artwork in the CITY-assigned location and manner of installation may subject the artwork to destruction, distortion, mutilation, or other modification, by reason of its removal. In the event that any dispute arises between the CITY and Artist over the removal of the artwork, Artist agrees that Artist's sole and exclusive remedy shall be to have the CITY permit Artist to remove the artwork so as to minimize any anticipated damage to the artwork. After removal, Artist shall deliver possession of the artwork to the CITY.

Artist represents to the CITY that Artist alone is possessed of the rights transferred or waived above and that Artist is lawfully entitled to transfer or waive all such rights. In the event that Artist prevails in any dispute with the CITY over the ownership or display of the artwork, Artist agrees that Artist's sole and exclusive remedy shall be to have the CITY permit Artist to remove the artwork and, upon returning to CITY any consideration given by the CITY for the artwork, retain possession of the artwork. This Waiver shall survive termination of the Artwork Donation Agreement.

Signed, sealed and delivered
in the presence of:

**ARTIST
OR ARTIST'S ESTATE REPRESENTATIVE:**

Witness

Printed Name: _____

Witness

Printed Name: _____

Printed Name: _____

DATE: _____

EXHIBIT "C"

ARTWORK CONDITION REPORT

Title of Artwork: _____ **Medium:** _____

Dimensions _____ H x _____ W x _____ D

Artist: _____

Name of Examiner: _____ **Examination Date:** _____

Number of photographs or diagrams enclosed: _____

Please indicate exact location, size and severity of defect. Indicate if recent or old. Provide complete sketch or diagram.

Support: ☐ Canvas ☐ Wood Panel ☐ Paper ☐ Paperboard ☐ Composition Board
 ☐ Metal ☐ Other _____

Surface Plane: ☐ Free of distortions
 ☐ Localized distortions _____
 ☐ Corner distortions _____
 ☐ General undulations/warping _____
 ☐ Distortions due to storage _____
 ☐ Frail ☐ Brittle ☐ Stained _____
 ☐ Creased

Tension: ☐ Tight ☐ Adequate ☐ Slack ☐ Canvas can contact cross-bars

Tears/Splits: ☐ None apparent ☐ Yes _____

Losses: ☐ None apparent ☐ Yes _____

Accessory Support: ☐ Stretcher ☐ Other _____

Lining: ☐ None ☐ Yes: ☐ Glue lined ☐ Wax lined ☐ Other _____

Ground and Paint Film: ☐ Oil ☐ Acrylic ☐ Pencil ☐ Other _____

Crackle Patterns: ☐ Localized only _____

☐ General brittle fracture network

☐ Drying cracks ☐ Bar marks ☐ Raised edges

Cleavage / Flaking: ☐ None apparent ☐ Yes _____

Losses: ☐ None apparent ☐ Yes _____

Other Damages: ☐ None apparent ☐ Yes: ☐ Scratches ☐ Fingerprints ☐ Spots

☐ Stains ☐ Accretions ☐ Rubs

Surface: ☐ Varnished ☐ Unvarnished ☐ Waxed ☐ Glass/Regular

☐ Glass/Non-reflective ☐ Plexi

Appearance: ☐ Acceptable ☐ Slightly Discolored ☐ Disturbing

☐ Other: ☐ Crazed Varnish ☐ Scratched ☐ Blooming ☐ Grime

Dirt: ☐ Heavy Soiling _____

☐ Visible: ☐ Fingerprints ☐ Other _____

Display Frame: ☐ Framed ☐ Unframed ☐ Gilt ☐ Plain ☐ Other _____

Backboard: ☐ None ☐ Board ☐ Foam Core ☐ Hard Board

Glazing: ☐ None ☐ Glass ☐ Acrylic ☐ Low Reflecting Glass

Rigidity: ☐ Adequate ☐ Inadequate

Disjoints/Splits: ☐ None apparent ☐ Yes

Gilding/Paint Losses: ☐ None apparent ☐ Yes

Hanging Devices: ☐ None apparent ☐ Yes

Other: ☐ Touching Glazing/Plexi ☐ Separated Properly

Special handling, packing and display requirements: _____

Diagram:

(Please indicate exact location, size and severity of defect. Indicate if recent or old.)

EXHIBIT "D"

DOCUMENTATION WORKSHEET

INSTRUCTIONS FOR COMPLETING THE DOCUMENTATION WORKSHEET:

This Documentation Worksheet is the CITY OF ST. AUGUSTINE'S source of information about the artwork. Please complete the Documentation Worksheet in accordance with the following instructions.

Please fill in the information in the spaces indicated or write "n/a" (for "not applicable"). Please provide as much information as possible. All information must be legible (printed or typed).

SECTION 1. ARTIST INFORMATION:

If the artwork is created by a team of artists, please provide information for EACH artist on the team.

Name: Fill in the artist's full name. Enter "unknown" if the author of the artwork is not known.

Date of Birth: Fill in the artist's date of birth.

Birthplace: Fill in the artist's place of birth, and death if applicable and known.

Citizenship: Fill in the artist's current citizenship.

Ethnicity: Fill in the artist's ethnic background: Caucasian, African American, Hispanic, Asian background, or other (describe if "other" is used).

SECTION 2. ARTWORK INFORMATION:

Title: Fill in the title of the artwork, or note "untitled."

Discipline: Fill in the discipline under which the artwork may be categorized (include an explanation if "other" is used).

Medium: Describe medium of the artwork.

Materials: Provide a complete list of all materials which compose the artwork. Include generic and manufacturer's product names, as well as product numbers. Include contact information of product manufacturers if available. Note the words "see attached list" and attach list to worksheet if necessary.

Completion Date: Fill in the date of completion of the artwork. Include a date for completion of fabrication if different from date of installation.

Dimensions of the Work: Fill in dimensions of the artwork (H x W x D). For clarity, please attach a rough perspective drawing of the artwork indicating dimensions for 3-D works (sketch does not need to be to scale).

Inscription and Identifying Marks: Describe type and location of any marks such as signature, title, date or other marks which may help identify the artwork.

Siting: Describe the location of the artwork if a permanent installation. Include general and any pertinent detailed information (i.e. address, building name/location, exterior/interior and artwork site location in relation to building or major structure).

SECTION 3. FABRICATION & TECHNICAL SPECIFICATION INFORMATION:

Fabricator(s)/Collaborator(s): List company name and contact information (address, telephone/fax, contact name) of any fabricator(s) and/or collaborator(s) for the artwork. If more than one fabricator, please include a brief description of specific work performed by each.

Method of Fabrication: Describe method of fabrication of the artwork.

Fabrication Documents: The following documents may be submitted: working models; material samples; shop and/or as-built drawings; plans; and specification information. Please provide specification information for all paint materials (primers and finishes) used in the creation of the artwork.

Maintenance Instructions: Describe in detail the suggested maintenance procedure. Include special materials required, instructions for their use and recommended frequency of procedure. Additionally, describe any acceptable material substitutes for primers and/or paint finishes.

Lighting: Describe any special lighting requirements for the artwork whether or not provided/integrated as part of the artwork. Describe lighting recommendations if applicable.

SECTION 4. PUBLICITY INFORMATION:

Exhibitions: Fill in exhibition history of the artwork. Indicate whether or not the proposal or drawings have been exhibited. Include copies of exhibition materials (i.e. invitations, news articles) if available.

Publications: Fill in publication history, reproduction or mention of the artwork. Include copies of publications if available.

Name: _____
(Last) (First) (Middle Initial)

Ethnicity: ☐ Anglo ☐ Black ☐ Hispanic ☐ Asian ☐ Other _____

	<u>Generic Name</u>	<u>Product Brand Name/Number</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____

5) _____

6) _____

List the manufacturer contact information for all commercially manufactured materials listed above:

<u>Company Name</u>	<u>Business Address</u>	<u>Telephone/Fax/Email</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Completion Date: ____/____/____
(Month) (Day) (Year)

☐ Denotes date of fabrication

☐ Denotes date of installation

Dimensions (Attach isometric sketch with dimensions if necessary):

_____ H x _____ W x _____ D

Inscriptions and Identifying Marks:

☐ Artist's Signature – Location _____

☐ Date – Location _____

☐ Other – Location _____

Siting:

Street Address: _____

Building Name: _____

Building Floor Level: _____

Exterior/Interior Application ("E" or "I"): _____

SECTION 3. FABRICATION AND TECHNICAL SPECIFICATION INFORMATION:

Fabricator(s) / Collaborator(s):

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>"F" or "C"?</u>
_____	_____	_____	_____
_____	_____	_____	_____

Method of Fabrication: _____

Fabrication Documents:

Note fabrication documents for the artwork which have been provided to the CITY or are being submitted.

- ☐ Working Drawings/Plans
- ☐ As-built Drawings
- ☐ Working Model
- ☐ Material Samples (*Describe*) _____
- ☐ Specifications (*Describe*) _____

Maintenance Instructions (Describe the suggested maintenance procedures):

Cleaning Materials: _____

Cleaning Instructions: _____

Cleaning Frequency: _____

Replacement Parts (Components which require regular replacement):

Materials: _____

Sources: _____

Paints / Finishes:

Primers: _____

Paints: _____

Number of Coats: _____

Graffiti Protection (Describe whether or not provided or required):

Lighting:

SECTION 4. PUBLICITY INFORMATION:

Exhibition History:

Publications:

POLICY AND PROCEDURE FOR ACQUISITION OF ARTWORK

PURPOSE:

This Policy and Procedure provides guidelines for the acquisition of artwork installed in or around City facilities, parks and properties. The policy of the City of St. Augustine ("City") exempts the donation of art, as defined herein, from the ordinances of the City regulating purchasing.

This Policy and Procedure provides the procedure for: (1) submitting and selecting art; (2) acquiring art through donation and (3) transferring title or control of art.

POLICY UPDATES:

Future updates of this Policy and Procedure will be the responsibility of the City Manager.

AUTHORITY:

The City Commission of the City of St. Augustine established _____ Committee (the "Committee") to advise the City Commissioners as to: (1) the art policy for City properties; (2) the direction and selection of all works of art donated to the City; and (3) the development of an educational program enhancing the definition and perception of art.

APPLICATION:

This Policy and Procedure shall apply to any acquisition of art by the City. For the purposes of this Policy and Procedure only, art is defined as provided below. Any item exempt from said definition shall be considered "goods" and shall be procured in accordance with the ordinances and policies of the City regulating purchasing.

For the purposes of this Policy and Procedure, the following are not considered art:

1. Reproductions, by mechanical or other means, of original artworks, however, limited editions controlled by the artist, or original prints, cast sculpture or photographs may be considered art.
2. Decorative, ornamental or functional elements that are not designed by an artist.
3. Elements generally considered to be components of architecture or landscape design including but not limited to vegetative materials, pools, paths, benches, receptacles, fixtures and planters, which are not designed by an artist.
4. Art objects which are mass produced, ordered from a catalog or of standard design, such as benches or fountains; and directions or other functional elements such as graphics, signage or maps which are not designed by an artist.

EXHIBIT "B"

DEFINITIONS:

For the purpose of this Policy and Procedure, the following definitions shall apply:

1. **Acquisition** means to come into possession of donation.
2. **Art, Artwork, or Works of Art** means:
 - A. Any original production in any medium by an artist.
 - B. Sculpture of any material or combination of materials, free standing, wall-supported, suspended, kinetic, electronic or mechanical.
 - C. Murals or paintings of any material or variety of materials, with or without collage, made with traditional or non-traditional materials and means.
 - D. Earthworks, neon, glass, organic materials (i.e., fiber, clay, wood, etc.), textile or fabric art, mosaics, photographs, prints, literary arts, calligraphy, any combination of media, including art audio, art video, art film, CD-ROM, DVD, holographic or computer generated technologies.

Artwork may be permanent, temporary, fixed or portable, and may be integrated with a building, facility, or structure or integrated with the work of other design professionals.

3. **Artist** means the creator of a work of art and an individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or literary arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, performances, commissions, exhibition record, publications and production of artwork. If the artist is deceased, the artist's heirs or personal representative may represent the artist.
4. **Art Collection** means the artwork owned and administered by the City.
5. **City Property** means all real property in the City's possession including but not limited to City facilities, parks and unimproved land.
6. **Donation of Artwork** means art services, art objects or funds earmarked for the acquisition of art given to the City for no consideration.
7. **Donation Agreement** is a written document between a Donor and the City which serves to convey title to City and to describe the terms and conditions of the donation. A Donation Agreement shall be prepared by the City Attorney's Office

and shall incorporate any conditions or restrictions by the Donor or the City. A Donation Agreement shall be: 1) recommended by the City Manager, 2) approved by the City Attorney's Office for legal sufficiency and 3) executed by the City Manager for donations with a value of less than \$200,000 or by the City Commission for donations with a value of \$200,000 or greater. Upon approval, the City shall become the legal owner of the artwork by a conveyance of title through the Donation Agreement.

8. **Fixed Artwork** means artwork that cannot be easily transported or requires a permanent or nearly permanent site.
9. **Installation** means the display, exhibition or placement of artwork on a temporary or permanent basis.
10. **Letter of Intent** means a letter from a donor to the City outlining reasons for the donation of artwork. The letter should contain details about any restrictions on the donation and should also include a profile of, and contact information for, the donor.
11. **Portable Artwork** means artwork that is easily transported or does not require a permanent or nearly permanent site. Paintings, photographs and small sculptures are examples of portable artworks.
12. **Public Art** means artwork located in public places.
13. _____ **Committee** means a committee of the City Commission providing advice and recommendations pertaining to public art.

DONATION OF ARTWORK:

Donations of artwork must meet high aesthetic standards and further the City's goals for Public Art because accepting artwork into the Art Collection includes a commitment to its care and preservation. Each donation must add significant and lasting value to the Art Collection and/or space it occupies since public space is a valuable and limited resource. The City will consider donations of existing, commissioned, permanent, temporary, fixed and/or portable artworks in any style, expression, genre, medium or condition for any length of time. To avoid conflicts of interest, the City will not accept donations of artwork from artists, galleries, art consultants or other art agencies with whom the City holds open contracts.

To make a donation, the donor must submit to the City Manager a Letter of Intent, an appraisal or other similar instrument identifying the value of the art and any other information requested for review. The City Manager shall review the submitted materials and present it to the Committee. Donors may attend the presentation. The Committee

will review the donation based on selection criteria developed by the Committee and make a recommendation to approve, with or without conditions, or to reject the donation. The _____ Committee may also appoint an ad hoc committee composed of practicing artists and/or other visual arts professionals to advise the Committee on the proposed donation before making a recommendation.

For donations of artwork, the City Manager shall coordinate the preparation and receipt of a Donation Agreement, acquire any releases, assign accession numbers and install, document, catalogue, maintain and/or conserve the artwork, as necessary.

The City will consider, but will not be bound by, recommendations or restrictions on the location or frequency of display of artwork by parties who donate artwork. If the donor does not request any location for the artwork, the Committee, or an ad hoc committee appointed by the Committee, will recommend a site based on location criteria developed by the Committee on a case by case basis.