

# **Tarpon Springs Public Art Program**

## **General Guidelines**

### **City of Tarpon Springs**

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Georgia Post, Alternate

Student Representative: Open Seat

Rena Vincent, Urban Planner and Advisor

Kathleen Monahan, Ph D., Director of Cultural and Civic Services, Staff Advisor

Former members: Barbara Hodges, Linda Kolianos, June Fox, Beverly Kurpinski

## Tarpon Springs Public Art Program General Guidelines

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# Tarpon Springs Public Art Program General Guidelines

## Introduction

On July 17, 2007, the City of Tarpon Springs passed Ordinance 2007-23 that created Chapter Seventeen of the Comprehensive Planning and Zoning and Land Development Code, establishing a public art requirement on most future building when total aggregate construction budget exceeds \$1,000,000 except single-family homes and affordable housing projects, but it is encouraged in all projects. If a property owner does not desire public art on his/her property, the property owner may pay an art fee to the City of Tarpon Springs in order that the City may locate art in other places where the public can enjoy it. These Public Art Program General Guidelines establish the methods to manage the City's Public Art Program and the works of art purchased with the art fees.

## Purpose and Intent of the Public Art Program

*To aesthetically enrich the community through the creation of works of art so that citizens and visitors to the City of Tarpon Springs are afforded an opportunity to enjoy and appreciate works of art.*

## Goals of the Public Art Program

- Assist in the creation of a superior and diverse aesthetic character of the City's built environment that is:
  - Vital to the quality of life of its citizens
  - Vital to the economic success of its businesses
  - An attraction for visitors
  - Consistent with its mission to make Tarpon Springs "the premier community in which to live, work and raise a family"
- Create a stimulating cultural environment by:
  - Promoting aesthetic values of the entire community
  - Providing an opportunity to enjoy and appreciate works of art
  - Reflecting and enhancing the City's
    - Heritage
    - Diversity
    - Character
  - Integrating public artworks in the architecture, infrastructure and landscape
  - Encouraging the preservation and protection of works of art

## **Public Art Fund**

The public art fund is a dedicated account that receives money for the Public Art Program. The money originates from all art fees paid by property owners, City appropriations, and any direct private donations, foundation grants and government grants. The fund shall be used solely for expenses associated with the commissioning, acquisition, transportation, maintenance, public education, promotion, administration, removal and insurance of works of art or in relation thereto.

## **Public Art Fund Income**

### **Art Fees from Private Property Owners**

As detailed in the Public Art Ordinance, private property owners have a choice of paying an art fee to the City's public art fund or commissioning public artwork on their property during an eligible construction project. All projects and developments consisting of new construction, or renovation related to commercial, industrial, mixed-use projects and developments, and residential projects and developments, with the specific exception of renovations to or development of individual single family residential lots which are hereby exempted from the requirements of the Ordinance, any of which equal or exceed an aggregate job value of \$1,000,000 and are submitted for building permits, must allocate not less than one percent (1%) of the aggregate job value up to the sum of \$100,000 per project for the provision of public art. If renovations affect multiple structures on a project site, which may be permitted separately, the aggregate job value is based on the construction valuation of all permits for the site.

When a construction project is subject to the requirement of public art allocation, the developer shall have two (2) options:

- The developer may contract with a professional artist to create permanent public artwork as part of the development project. Works of art must be located in publicly accessible locations. If desired, support will be available from both City staff and the Tarpon Springs Public Art Committee (TSPAC) to assist in the selection of an artist. Before contracting with the artist, the property owner will submit for TSPAC's approval the artist's qualifications, the artist's proposal, a statement of how the project satisfies the parameters of the Public Art Program, and a budget reflecting that the allocation of funds required by the Program has been met. Such artwork may include amenities such as streetscapes, paving treatments, architecturally integrated water features, as well as mosaics, murals, sculpture, etc. The artwork must be completed or commissioned before a certificate of occupancy will be issued.
- In lieu of an on-site project, a developer may contribute three quarters of one percent (.75%) of the aggregate job value to the City's public art fund prior to the issuance of a building permit. The City's Development Services Department will be responsible for collecting the art fee.

Excluded from this requirement are:

- Projects with aggregate job value under \$1,000,000
- Residential developments of new construction for affordable housing

Eligible projects that are pending approval of a building permit and that have submitted a complete application prior to the date of passage of the Ordinance are excluded, provided that:

- The application is approved within six (6) months of the date of application
- Construction begins within six (6) months of the issuance of such approval and is diligently pursued to completion

### **Art Fees from City Construction**

Commencing with the City of Tarpon Springs Fiscal Year 2007-2008, all appropriations for eligible City capital improvement projects that have an aggregate job value of \$1,000,000 or more shall include a City public art contribution of not less than one percent (1%) of the total construction budget before the addition of the public art cost, but shall not exceed the sum of \$100,000 per project, subject to the City budgeting and appropriating such funds. If the funding source for the project is not legally permitted to be used for artwork or it specifically prohibits using the monies for designed elements exposed to public view then, for the purpose of calculating the amount of the City's public art contribution for the project only, the total construction budget shall be reduced on paper for the purpose of calculating the City's contribution to public art only by that portion of the funding so restricted.

The City's Director of Finance will be responsible for budgeting the appropriate art fees and such appropriation in conjunction with the construction project. The Finance Department will be responsible for transferring the art fees to the public art fund at the time of issuance of the building permit.

### **Grant Funds and Donations**

The TSPAC may apply to other sources for funding of specific projects and may utilize public art fund monies as matching dollars. Funds received from other non-City sources will be deposited in the public art fund.

### **Direct City Appropriations**

All direct City appropriations for the Public Art Program will be deposited in the public art fund.

### **Art Fees from Bond-Funded Projects**

In the event that an eligible City construction project is funded by bonds or other means with legal restrictions that prohibit the transfer of the art fee to the public art fund, the art fees will be appropriated to a separate account within the construction project fund. The TSPAC retains the same level of responsibility for these public art monies as those already deposited in the public art fund.

### **Non-Art Grant Funds**

The TSPAC may be part of grant applications and projects by other City agencies. If required by grant restrictions, these monies may remain in the appropriate accounts.

## **Public Art Fund Expenditures**

### **Expenditure Approvals**

The TSPAC recommends to the City Manager and Board of Commissioners (BOC), expenditures from this fund through the Public Art Program Annual Plan or Plan amendments. Appropriation is granted through the BOC-(or designee)-approved Annual Plan. Agreements for expenditures of more than \$20,000 must be approved by the BOC.

### **Use of Public Art Fund Money**

- Commissioning, display and acquisition of public art, including artist design fees, artist residency fees, purchase price, transportation, installation and site preparation related directly to the installation of the public art
- General improvements to the surrounding site and location, up to a maximum of fifteen percent (15%) of the artwork cost
- Maintenance of public art owned by the City, including fees paid to the professional conservators and the original artist for conservation and repair
- Promotion and public education, including brochures, on-site descriptive plaques, dedication expenses, public art tours and other publicly accessible information of the Public Art Program
- Administration of the Public Art Program, including Program management, project management and artist selection processes with artist honoraria
- Removal of public art, including relocation to a new site
- Damage and theft insurance of public art

### **Public Art Fund Expenditure Exclusions**

- Fees for the project architect, engineer, or any professional not contracted by the artist, or by the conservator, if the project entails conservation
- Construction costs not associated with public art
- Normal internal City staff costs. For example, public art supervisory staff in Cultural and Civic Services or attorney contract negotiation and review

### **Maintenance Reserve**

Within the public art fund, an interest-bearing account will be created to hold reserve monies for public art maintenance. With each public art project, an amount equal to ten percent (10%) of the artwork cost will be transferred from general public art fund monies to the maintenance reserve.

### **Transportation and Other Restricted Capital Funding Sources**

Some capital funding sources do not list “public art” as a legal expenditure, but do permit design enhancement and/or beautification. The expenditure for these circumstances may be limited to artist design services or artist-made functional elements.

### **Bond Funding of Capital Projects**

All language for voter-approved and council-approved bonds will include public art as a category of expenditure related to capital improvements specified in the bond.

## **Public Art Program Annual Plan**

The development of the Public Art Program Annual Plan should coincide with the City's capital project planning and budgeting. This process allows the Public Art Program and other affected departments to plan and budget for the next fiscal year. Once approved through the City's annual budget process, the TSPAC can spend up to \$15,000 for any approved items without additional BOC-(or designee)-action.

In June of each year, the TSPAC will submit the Public Art Program Annual Plan to the City Manager for review and incorporation into the annual capital budget and for presentation to the BOC (or designee). The Annual Plan will include the following:

- Current fiscal year accomplishments, including City public art projects and private public art projects
- Future fiscal year public art projects with description, location, budget, timeline, support from other departments, and recommended department and community jurists
- Future fiscal year public art activities, including maintenance, public education, promotion and administration
- Proposed changes in Public Art Program management, including staff, consultants and grant applications
- Proposed public art line item and object codes for the City budget
- List of known private-sector construction projects and estimated art fees

### **Priority List of Public Art Projects**

In April of each year, the TSPAC will develop a list of public art projects based on the approved Public Art Program Master Plan, new ideas and potential collaborations. Cultural and Civic Services staff will develop an estimate of the current year public art fund surplus and an estimate of public art fees for the next fiscal year. Any funded public art projects in collaboration with other City departments will be confirmed with that department.

### **Updated Public Art Program Master Plan and Public Art Program General Guidelines**

Every five (5) years, the Public Art Program Master Plan will be formally updated and approved by the BOC (or designee). At that time, the recommended changes to the Public Art Program General Guidelines should also be submitted. The Master Plan includes overall priorities and Program direction, as well as major new public art projects and initiatives for the next five (5) years, including public art maintenance.

## **Public Art Committee**

The Tarpon Springs Public Art Committee is the entity appointed by the BOC (or designee) to administer the Public Art Program through these General Guidelines. Administrative staff is provided through the Cultural and Civic Services Department.

### **TSPAC Membership**

The TSPAC shall consist of five (5) members, plus an additional two (2) alternates and may include one (1) non-voting high school student who shall be appointed by the BOC (or designee). The composition of the members will be as follows:

- Two (2) individuals chosen from the following disciplines: landscape architecture, urban planning, engineering, or a related design discipline
- One (1) professional artist
- One (1) private citizen knowledgeable in the field of public art, education or community affairs
- One (1) private citizen from the development community
- Two (2) alternates that satisfy one (1) of the four (4) membership categories above
- One (1) non-voting high school student interested in public art

All members, alternates and the student shall reside, own property, or work in the City. However, three (3) of the five (5) voting members must be residents or property owners in the City. Diversity of cultural background, education, perspective and interests should be considered in making appointments to the TSPAC.

### **Terms**

- Appointments for voting members (regular and alternate) shall be made for three (3) years
- The non-voting member (high school student) shall be appointed for a one (1) year term
- A member may be reappointed upon approval of the BOC (or designee)
- Appointments will occur in October or November
- Terms run from date of appointment, with any partial year between December and September counting as one (1) full year

### **Attendance Requirement**

If any regular member or high school member fails to attend two (2) of three (3) successive meetings without cause and without prior approval of the chairperson, the TSPAC shall declare the member's office vacant, and the BOC (or designee) shall promptly fill that vacancy. Alternates must attend a minimum of one (1) meeting every three (3) months.

### **Public Art Committee Procedures**

The TSPAC will hold monthly, regularly scheduled meetings and special meetings to conduct official business. The City liaison staff person will be responsible for scheduling regular and special meetings, advertising the meetings, preparing agendas, recording minutes and maintaining all files related to the operation and actions of the TSPAC. As a committee of the City, TSPAC members and staff will comply with the Sunshine Laws of the State of Florida.

- **Chairperson:** With all regular members present, the TSPAC will elect a chairperson from among its members for a one (1) year term each March. The Chairperson votes on each action item as any member.
- **Quorum and Voting:** The presence of three (3) or more members shall constitute a quorum. An alternate member may substitute for any member of the TSPAC who is unable to be present at a scheduled TSPAC meeting.



- **Expenses:** Members shall serve without compensation, but may be reimbursed for such pre-approved travel, mileage and per diem expenses as may be authorized by the BOC (or designee) and the laws of the State of Florida.
- **Conflict of Interest:** If any TSPAC member shall have a private or personal interest involved in a matter coming before the TSPAC, then such member is disqualified from participation in that matter. Further, the artwork of a TSPAC member shall not be considered or approved while fulfilling his or her term with TSPAC, or for one year thereafter.

## **Responsibilities of the Public Art Committee**

The TSPAC is responsible for developing the Public Art Program Master Plan, the Public Art Program General Guidelines, and the Public Art Program Annual Plan, and, then upon BOC (or designee) approval, overseeing implementation. Specific responsibilities are as follows:

### **General Program Management**

- Develop and adopt Public Art Program General Guidelines and amendments thereto and recommend to BOC (or designee) for action
- Develop and adopt a Public Art Program Master Plan and amendments thereto, identifying locations for public artworks, establishing a priority order, and recommending to the BOC (or designee) for action
- Develop and adopt a Public Art Program Annual Plan and amendments thereto, identifying all TSPAC fiscal year projects and activities with budgets, and recommending to the BOC (or designee) for action
- Authorize expenditures of \$15,000 or less in furtherance of the Public Art Program
- Recommend expenditures over \$15,000 of the public art fund to the BOC (or designee)

### **Public Art Owned by the City**

The TSPAC will review and approve the following actions regarding public art owned by or loaned to the City:

- Conduct calls to artists and devise a method of selection for each new public artwork
- Select an artist and an alternate artist for each new public artwork
- Approve the design and budget for each new public artwork
- Create a maintenance plan and revisions to an existing maintenance plan for each public artwork
- Finalize artwork and installation for each new public artwork
- Approve the removal, relocation and/or repair of existing City-owned public art
- Approve de-accession of City-owned public art
- Approve donations of public art to the City

### **Public Art on Non-City Property Requirements of the Public Art Ordinance**

The TSPAC will review and approve the following actions regarding public art on non-City property required by the Ordinance:

- Qualifications of the proposed artist(s)
- Public art proposal with the artwork, location, budget and site conditions within six (6) months of an approved building permit

- Public art project completed within six (6) months of issuance of certificate of occupancy
- Removal, relocation and/or replacement of existing public art

## **Responsibilities of the City**

For a successful Public Art Program, the BOC (or designee) and various City departments must contribute time and staff resources to the Program or specific public art projects.

### **Board of Commissioners (BOC)**

The BOC (or designee) will contribute to the Public Art Program by:

- Appointing all members to the TSPAC
- Approving the Public Art Program Master Plan, Public Art Program Annual Plan and Public Art Program General Guidelines
- Approving recommendations of the TSPAC or the Public Art Selection Jury as to the selection, acquisition, allocation, display, placement and location of works of art. Such items will be presented for approval as a consent agenda item
- Voting on all contracts for services or purchases exceeding \$15,000
- Attending TSPAC meetings and events when available
- Amending the Public Art Ordinance as required

### **City Manager**

The City Manager will contribute to the Public Art Program by:

- Reviewing and transmitting to the BOC (or designee) the Public Art Program Master Plan, Public Art Program Annual Plan and Public Art Program General Guidelines
- Reviewing and signing all artist agreements and other services up to \$15,000
- Directing all City departments to implement the Public Art Program General Guidelines and the Public Art Program Annual Plan

### **Cultural and Civic Services**

The Director of Cultural and Civic Services will provide staffing for the TSPAC and management of the Public Art Program through the following activities:

- Organize and staff TSPAC meetings
- Communicate with various City departments
- Prepare and present the Public Art Program Master Plan, Public Art Program Annual Plan, and the Public Art Program General Guidelines,
- Prepare press releases related to public art projects
- Manage each City public art project, including artist selection, artist contracting, contract supervision and interdepartmental coordination
- Implement maintenance program
- Provide information for the general public and private property owners
- Coordinate the review and approval of public artwork by private property owners

### **Partnerships with City Departments**

Establishing a good working relationship with each City department is essential for a successful Public Art Program. Per the approved Public Art Program Master Plan and Annual Plan, new

public artworks will be created for facilities operated by various departments. During the planning, selection and installation of the artwork, affected departments will assign a liaison to provide or coordinate department input. The liaison will provide the following services:

- Work with the TSPAC to identify artwork scope, purpose and restrictions
- Serve on selection juries
- Facilitate the design and implementation of artist projects
- Provide information to and involve relevant site staff

During the project planning, a maintenance plan will be developed which establishes responsibilities for the onsite staff, City-wide maintenance staff and the Public Art Program staff.

### **Other City Departments**

In addition to Cultural and Civic Services, various other departments will contribute staff and consultant time to implement the Public Art Program, as listed below:

- **City Attorney**
  - Basic artist agreement and final agreement preparation
  - Artist agreement scope-of-work
  - Artist agreement amendments
  - Easements for City public art
  - Agreements with non-City collaborators on public art
  - Agreement with donors regarding title transfer
- **Development Services**
  - Calculate and collect public art fees for public art fund or escrow account
  - Prepare quarterly reports on fees and escrow for the Director of Cultural and Civic Services
  - Notify TSPAC of date of issuance of building permit and certificate of occupancy, and deadlines for artwork approval and artwork installation
- **Code Enforcement**
  - With the advice of the TSPAC, cite property owners for violations of the Public Art Ordinance regarding maintenance or removal of public art
- **Finance**
  - Review Public Art Program Annual Plan and incorporate Annual Plan into annual budget
  - Establish the public art fund
  - Establish interest-bearing escrow accounts
  - Pay all invoices
  - Refund escrow money
  - Transfer City funds
- **City Clerk**
  - Receive all funds

- **Marketing Coordinator, Division of Arts and Historical Resources**
  - Research all media on public art
  - Issue press releases for the TSPAC
  - Assist with development of TSPAC public information, including brochures
  
- **Public Services**
  - Review public art for operational and safety issues in public rights of way
  - Review public art projects regarding site maintenance and operation
  - Supply replacement lights and electricity
  - Maintain artwork sites (but not artwork)
  - Assist in the installation of artworks, as feasible
  - Provide informal construction and utilities advice to the TSPAC and the artists
  
- **Webmaster**

Regularly post updates to guidelines, TSPAC meeting minutes, plans, brochures, maps, calls to artists, images of all City public art and general information
  
- **Cultural and Civic Services**

The Cultural Center, Heritage Museum, Historic Train Depot Museum, Safford House, and Leepa-Rattner Museum of Art all serve as prime locations to educate citizens and visitors about art and history in the City. The TSPAC will have a special relationship with other focal points for arts, culture and history. The Public Art Program will call upon the expertise of these resources for recommendations of artists, Program ideas and independent contractors, such as artwork conservators as needed.

## **Artwork Qualities**

All artworks should be unique and exist only in Tarpon Springs.

### **Eligible Media and Forms of Public Art**

The Public Art Ordinance identifies the following artwork media and forms:

- Paintings
- Sculptures
- Engraving
- Carvings
- Frescos
- Stained glass
- Drawings
- Monuments erected to commemorate a person or an event
- Functional furnishings (such as artist-designed seating and pavers)
- Architectural elements designed by an artist
- Artist-designed landforms or landscape elements
- Mosaics
- Mobiles
- Tapestries
- Murals
- Photographs
- Video projections
- Water features
- Digital images
- Bas-relief
- High relief
- Fountains
- Kinetics
- Collages

### **Ineligible Objects**

The following do NOT satisfy the Public Art Ordinance

- Artworks that too closely resemble a business logo or sign
- Reproductions or unlimited copies of original artwork
- Art objects which are mass produced
- Works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an artist as an integral aspect of a structure or site

### **Priority Themes for Public Art**

- Family, children and ethnic diversity
- Nature and the environment
- Water
- Sense of place through the City's unique history and culture
- Color and texture

### **Priority Attributes for Public Art**

- Appropriate art for the site, with careful consideration of placement, landscaping and other surrounding elements
- Surprising and unexpected art
- An experience to be in, to touch or to interact with
- Color splashes in green landscaping
- A powerful impact through size, prominent location, image and/or multiple artworks
- Museum quality public art that is approachable and inspiring
- Artworks fabricated in the United States of America

### **Priority of Artwork Types**

The following artwork types will have priority in the City of Tarpon Springs unless unique circumstances require a different response.

#### **Fountains and Water Features**

Movement, sound, temperature and reflectivity of water are natural elements that enhance outdoor public places in Tarpon Springs. Fountains, pools, retention ponds and other water features encourage outdoor gathering in the hot climate and highlight the importance of water in South Florida's natural environment. Artists can design the entire water feature or create specific art elements such as sculptures or tiles.

#### **Sculpture**

In both traditional and modern planning, sculpture attracts the eye as a focal point in public spaces and landscapes. Sculpture requires the correct size and color to provide necessary civic, architectural or intimate impact on its space.

#### **Interactive Artworks**

Contemporary art and technology make it possible for adults and children to truly interact with artworks by touching, climbing or playing. Electronic sensors can be triggered and then generate

a sound or a movement of light or water. An artist-created earthberm can be a perfect place for rest or conversation. Lights can simulate motion on a building facade or sidewalk.

### **Urban Furnishings**

For centuries, artists created and embellished the common furnishings and elements of outdoor spaces. Today, artists design and/or fabricate all elements of our urban places, such as seating, railings, gates, bicycle racks, pedestrian walkways, light poles and fences.

### **Contemporary Design-Integrated Public Art**

In the last fifteen years, a new group of artists have emerged that work directly with architects, engineers and landscape architects to enhance qualities of building, spaces or even infrastructures. The actual physical results are not known until the artist and other design professionals work together.

### **Murals**

Murals are envisioned as a means to enhance the community, whether on the side of a building or adorning urban infrastructure. Murals may be commissioned by the TSPAC from an artist or originate through a community-based effort.

### **Public Art Selection**

The selection of public art is the most important step in the Public Art Program and leads to appropriate works of public art and excellent relationships with partner agencies and communities.

### **Acquisition Methods**

- Commission of new public art
- Purchase existing public art
- Re-site City-owned artwork
- Accept donations of existing public artwork
- Commission or display artworks for a specific time period

### **Artist Selection Methods**

- Open Competition: Open to any professional artist who meets eligibility requirements
- Limited Competition: Invite specific artists or groups of artists to submit their qualifications to the TSPAC
- Direct Selection: Artist is chosen directly by the TSPAC
- Design Competition: Artist selected based on quality of proposed artwork
- Pre-Qualified Artist List: Is a list of artists meeting the standards of Tarpon Springs

### **Artist and Artwork Eligibility**

All unique professionally created artwork is eligible for commission or purchase. City staff, TSPAC members, additional Art Selection Jury members and their immediate family members and business partners are not eligible. (See Ordinance 2007-23-292-E.)

## **Selection Criteria**

The criteria for the four (4) separate attributes of public art projects include artist, artwork, artwork lifespan and artwork site.

- **Artist Selection Criteria**

The qualifications of the artist(s) are the first priority. The qualifications are quoted from the Ordinance 2007-30-288-A with additional explanation.

- Practitioner in the visual arts: Generally recognized by critics and peers as a professional of serious intent and ability, with income realized through the sole commission of artwork and frequent or consistent art exhibitions. In general, these elements should reveal a consistent practice as a VISUAL artist over the years. The critics need to be recognized art critics from art publications. Exhibitions should be in quality galleries and museums specializing in the visual arts.
- Placement of artwork in public institutions or museums: Other similar artworks in public art collections of merit, sculpture parks of merit and/or museums of state, regional or national standing
- Receipt of honors and awards: Fellowships from the National Endowment for the Arts (NEA), other national art agencies, state art agencies, major metropolitan area art councils and prominent art foundations
- Training in the arts: Bachelor and/or Master of Fine Art
- Ability of the artist to complete the project within a specified schedule and budget
- Appropriateness of the artist's recent public work and concepts for the particular public art project
- In circumstances where the project's success requires artist participation with designers or the general public, the ability of the artist to effectively communicate with a variety of groups, including other design professionals, public officials and community members, should be taken into consideration
- Compatibility with the aesthetic quality and community standards of Tarpon Springs
- Completes the Public Art Collection with a diversity of artists, based on ethnicity, gender and geography

- **Artwork Selection Criteria**

The following minimum criteria shall be considered by the TSPAC in the selection of artwork:

- Satisfies the Tarpon Springs artwork qualities described in the 2010 Five-Year Public Art Program Master Plan
- Satisfies the particular goals of the project and the needs of the partner agency or neighborhood
- Appropriate to the site and site environmental conditions, such as scale, material, form and content and to the immediate social and physical environments
- Meets artistic standards of museums, universities and public art programs
- Meets maintenance requirements in structural and surface integrity against vandalism, weathering and other circumstances that could lead to excessive maintenance and repair costs over the life of the artwork
- Contributes to the Public Art Collection through diversity of style, scale and media

- Meets safety conditions or factors that may bear on public liability
- Maximizes the public art budget to acquire the greatest amount of quality artwork
- **Lifespan of the Artwork**  
 For each project, a lifespan of the artwork will be pre-established. The TSPAC will strive to maintain the artwork in its original condition during its established lifespan. These categories do not require de-accession at the end of the established lifespan.
  - Permanent: Artwork should remain in good condition for at least fifty (50) years in circumstances similar to the original project site
  - Mid-span: Artwork should remain in good condition for fifteen to thirty (15-30) years in the project site. This category is mainly for site and building-integrated artworks where the site may be altered
  - Short span: Artwork should remain in good condition for five (5) years in the proposed project site. This category is mainly for painted murals
  - Temporary: Artwork should remain in good condition for a short time period relevant to the project purpose
- **Selection of Artwork Site**  
 Public art should be sited to benefit the physical site, the City and the community. Criteria for the location on a particular site include:
  - Per the Ordinance, the artwork will have maximum visual accessibility to pedestrian or vehicular traffic through placement in the following locations:
    - Near streetscape with high traffic
    - On the prominent facade or entrance to a facility
    - In a public pedestrian place used by a large number of visitors
    - A combination of all these
  - The artwork will be a prominent and important part of the overall site plan with an impact on the site and the City. Landscape, hardscape, site furnishings and lighting design should enhance the public art and increase appreciation of the artwork, including its surroundings. The integration of artwork with building design, streetscape or site could include the artist designing the site or the building element.
  - The artwork will be located so that the possibility of vandalism, accidental damage, or theft is reduced.

### **Public Art Selection Jury**

During planning and selection of a new, particular artwork, a Public Art Selection Jury will be formed and will include at least three (3) TSPAC members, with one serving as chairperson. These individuals will be identified during development of the Public Art Program Annual Plan. Additional jurists will provide input on contemporary art, design, and maintenance, and will represent the partner agency responsible for the site, the community and other, non-voting advisors. The additional jurists will be present and voting during development of the call to artists, artist selection meeting(s) and artwork design approval. The Public Art Selection Jury recommends action to the TSPAC which must approve the recommendation. The TSPAC shall have the option of constituting itself as the Jury; refer to Ordinance 2007-23-291-E.



### **Artist Recruitment Through Calls to Artists**

The TSPAC will develop and recommend a call to artists (or request for qualifications) that contains the following information:

- Project description, goals, site description, facility's purpose and any limitations
- Potential scope of work for artist, site options, and number of artists to be commissioned
- Artist eligibility
- Selection criteria for artist and artwork
- Application procedures and materials requested
- Artwork lifespan
- Project budget and schedule. The potential agreement amount should be advertised at the budgeted dollar amount minus sales tax and a ten percent (10%) contingency. The TSPAC will also develop a strategy to reach a broad, diverse constituency, grouping calls to artists in art periodicals. Calls to artists will be posted on the TSPAC website and listed in other relevant newsletters, websites and publications.

### **Approval of the Artist or Artwork**

As soon as possible, the TSPAC will accept the Jury's recommendation. If the agreement award is \$15,000 or less, the TSPAC will notify the City Manager of the recommendation and request the City Manager proceed with agreement negotiations. If the award is greater than \$15,000, the TSPAC will send the recommendation to the City Manager for review, agreement preparation and transmittal to the BOC (or designee). Public Art Selection Jury members are requested to attend the BOC meeting regarding the recommendation.

### **The Agreement Award**

Upon confirmation by the TSPAC, the City will inform the artist in writing of the agreement award. If the artist does not respond in writing, agreeing to finalize the agreement within fourteen (14) business days following mailing of notification by the City, the TSPAC may withdraw the award and offer the agreement to an alternate artist.

### **Art Selection Jury Meetings**

Art Selection Jury meetings will be managed under the same rules as TSPAC meetings with staff support. The number of Jury meetings required before the final recommendation varies according to the complexity of the project. The sequence and types of meetings are described below:

#### **Initial Call to Artists Meeting**

This meeting reviews the artwork scope, potential sites, selection criteria and any other requirements. The representatives from the partner department and the community should express their hopes and concerns. A site visit is strongly recommended. A presentation on relevant contemporary public art may be required.

#### **First Review of Artist Qualifications Meeting**

Prior to the meeting, the TSPAC prepares an agenda and a slide presentation of the artist(s) work. Resumes and artists' statements must be sent to all Jurists at least five (5) business days prior to

the meeting. After viewing qualifications of the artists, usually in color slides, the Jury will select at least three (3) artists. Given the length of some applications and the complexity of some previous art projects by the artists, the TSPAC should provide relevant information to the Jury. A list of questions for the artists will be developed. When possible, for art projects with community or design team participation, the artists should be invited to make in-person presentations.

### **Second Review of Artist Qualifications Meeting**

Prior to the meeting, the TSPAC prepares an agenda that includes a slide presentation of the artists' work, confirms availability with each artist, checks references, collects the artists' answers to the Jury's questions and, if appropriate, coordinates the artists' presentation. If the Jury is considering existing artwork or proposals for new artwork, a conservator should review the artwork regarding long-term maintenance. After this verbal staff report and another review of the slides, the Jury will vote to recommend an artist and an alternate artist to the TSPAC. In the case of a tie vote, the TSPAC will make the final decision.

### **Design Review Meeting**

If the artist is commissioned for a new public artwork, the Art Selection Jury will meet to review the artist's proposal. The TSPAC will review the artist's drawings, the artist's proposal with detailed budget, and a conservator's review of maintenance issues. The artist will be invited to present the design in person. The Art Selection Jury will vote to recommend the design or request revisions from the artist.

## **Contract Forms**

### **Artist Agreement Types**

The City Attorney assigned to the TSPAC shall develop a set of standard forms for contracting with artists. The scope of work, a schedule for completing the artwork, and a payment schedule shall be adapted for each project. The contracting and purchasing forms include:

- Purchase order for independent artworks
- Design, fabrication and installation
- Design services only

### **Artist Fees**

Artists shall be paid for all creative work requested by the City or as delineated in the applicable artist's agreement. Artist fees are defined as payment to the artist for professional services that are exclusive of other project costs, such as materials and other labor, studio, overhead, travel and per diem expenses. The following factors are intended as guidelines for determining the artist's fees:

- Scope of work and length of artist's involvement
- Project budget-fee ranges (usually a percentage of the total artwork budget)
- Artist's experience and professional standing
- Fee scale for similar scopes of work on comparable projects

### **Direct Contracting with the Artist**

The TSPAC will deal directly with the artists, although artists may delegate some aspects of a project to their agents. The artist alone undertakes relationships and any financial arrangements between artists and agents or representatives and/or galleries. The payment of commissions or fees is the sole responsibility of the artist. The Public Art Program policy recommends that the total fee paid to the agent does not exceed fifteen percent (15%) of the artist's fees, exclusive of design, transportation and installation costs.

### **Transfer to General Contractor**

Given Florida's public construction law, for non-aesthetic construction and installation components, the artist may transfer the agreement to a licensed general contractor who meets applicable bonding capacity, insurance and other requirements and who is acceptable to the City. The contract with such general contractors will specify the artist and public artwork to be delivered.

### **Transfer of Installation Services**

Given the Florida law regarding design and public construction, the artist may reduce his or her agreement amount and request that the City contract for design and construction services through others, such as the facility design consultant or general contractor.

### **Artist Agreement Provisions**

The following provisions are issues that are unique to public art contracting. General contract provisions and methods of the City should be incorporated.

#### **Payment Schedule**

A payment method to the artist shall be provided through the agreement. The City will make interim payments to the artist as agreed. Payments shall be contingent upon a certificate of insurance, if necessary, and the approval of project progress. Final payment shall be made only after the final acceptance by the City.

#### **Scope of Work**

The scope of work includes a description of the artist's responsibilities with regard to the project and a general description of the artwork and its location at the site. It is usually preferable to present this information in an exhibit so that the base agreement remains relatively unchanged.

- Schedule: Design, fabrication and installation schedule, according to an estimated timetable; construction schedule; and payment milestones
- Requirements and approvals for artwork design
- Fabrication and installation responsibilities and approvals
- Site preparation responsibility
- Transportation of the artwork
- Construction delays and storage: Provisions for communicating delays to the artist are conveyed, along with provisions for storage of artwork when necessary prior to installation.

## **Description of the Artwork**

The artist will supply a final comprehensive proposal with ongoing maintenance requirements that will become an exhibit to the agreement. The proposal must be accepted by the TSPAC and the City Manager. Approval by the TSPAC of the final comprehensive proposal does not imply an approval of any technical errors in the design. The artist is responsible for delivering a public artwork that meets the Public Art Program's General Guidelines and general public art standards. Examples of technical errors in the design proposal could include misspelled words in the artwork and sharp or other unsafe protruding elements, to name a few.

## **Artist Warranties**

- **Warranty of Title:** Artist shall represent and warrant that the artist is the sole author of the artwork and that artist is the sole owner of any and all copyrights pertaining to the artwork. Artist shall further represent that the artwork is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the artwork or any parts of the artwork.
- **Warranty of Workmanship:** Artist shall represent and warrant that for a period of three (3) years after final acceptance, the artwork will be free of defects in workmanship or materials, including "Inherent Defects" (as defined in the agreement), and that the artwork will be executed in permanent, non-fugitive materials that will not degrade or fade over long-term installation at the site. Inherent Defects refers to a quality within the materials comprising the artwork which, either alone or in combination, result in the tendency of the artwork to destroy itself. Inherent Defect does not include any tendency to deteriorate that is specifically identified in the agreement documents approved by the BOC (or designee). Artist shall, at artist's sole cost and expense, remedy any defects in workmanship or materials that appear within three (3) years from the date of final acceptance of the artwork by the City.
- **Warranty of Public Safety:** Artist shall represent and warrant that the artwork will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of the artist's agreement with the City.
- **Acceptable Standard of Display:** Artist shall represent and warrant that:
  - General routine cleaning and repair of the artwork and any associated working parts and/or equipment will maintain the artwork within an acceptable standard of public display
  - Foreseeable exposure to the elements and general wear and tear will cause the artwork to experience only minor repairable damages and will not cause the artwork to fall below an acceptable standard of public display
  - With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

- **Warranty of Manufacturer:** To the extent the artwork incorporates products covered by a manufacturer's warranty, artists shall provide copies of such warranties to the City.
- **Instructions for Maintenance:** Unless specifically provided in the artist agreement with the City, artist shall not be responsible for ongoing maintenance of the artwork. Artist shall provide the BOC (or designee) with a general maintenance plan for the artwork, generally describing anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement of any part of the artwork and associated moving parts or equipment; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the artwork. The artwork must be durable, taking into consideration that the site is an unsecured public space that may be exposed to elements such as weather, temperature variation and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.

Although the City strives to maintain the Public Art Collection in good repair and condition, the City is not required to maintain the artwork to any particular standard. The City may determine to allow the artwork to deteriorate in accordance with the artwork's temporary life span, if deemed appropriate by the City or if the City lacks sufficient funds for required maintenance and/or conservation. If the artwork suffers deterioration, the City shall have sole discretion to determine whether to remove the artwork from display as a result of deterioration, or whether to maintain the artwork on display despite its deteriorated condition.

The anticipated lifespan of the artwork shall be established in the artist's agreement with the City, specifying the number of years from the date of final acceptance by the BOC (or designee) that the artwork is expected and agreed to last. After that time, the BOC (or designee) in its sole discretion may re-evaluate the artwork to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the artwork. If no lifespan is specified or pursuant to a subsequent agreement modification, the anticipated lifespan of the artwork shall be twenty-five (25) years. If the BOC (or designee) determines that through decay, vandalism or other forces, the artwork has lost its integrity to the point where it should be removed or destroyed, the BOC (or designee) shall first offer the artwork to artist free of charge.

### **Artist Moral Rights and City Ownership Rights**

The BOC (or designee), having expended considerable public funds to commission the artwork, intends to display the artwork at the site as originally created by artist and to maintain the artwork in good condition. Commissioned public artworks are sometimes integrated into their site such that they become an integral, permanent and site-specific part of a building's architecture or landscaped environment; and removal of the artwork would result in significant changes to the artwork and the building's architecture. The City must reserve complete flexibility to operate and manage City property in the public's interest. Therefore, the City retains the absolute right to alter the artwork in the City's sole judgment. For example, the City may alter the artwork to eliminate hazard, to comply with the Americans with Disabilities Act (ADA), and to otherwise aid the City in the management of its property and affairs. If, during or after the term of the

agreement, the City finds the site to be inappropriate, the City has the right to install the artwork at an alternate location that the City chooses in its sole discretion. If the artwork is free-standing such that it can be removed without significant damage to the artwork or the site, and if the BOC (or designee) authorizes the removal of the artwork, the BOC (or designee) shall take reasonable precautions to minimize alteration of the artwork during removal.

With respect to the artwork produced under the Public Art Program, and in consideration of the procedures and remedies specified in any applicable artist's agreement with the City, artists shall waive any and all claims, arising at any time and under any circumstances, against the City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the artwork is incorporated into a building such that the artwork cannot be removed from the building without alteration of the artwork, artists shall further waive any and all such claims against any future owners of the site, and its agents, officers and employees, for alteration of the artwork.

If the City intends to take any action with respect to the site or the artwork that would alter the artwork, other than routine cleaning and maintenance, the following procedures shall apply:

- **Notice:** Where time permits, the BOC (or designee) shall make reasonable good faith efforts to notify artist at least twenty (20) calendar days prior to authorizing any alteration of the artwork, at the last phone number or address provided by artist to the City's Director of Cultural and Civic Services. Where time does not permit prior to alteration of the artwork – for example, in cases of public hazard, accident or unauthorized alteration – the BOC (or designee) shall notify artist within thirty (30) calendar days after such alteration.
- **Consultation:** After receiving such notice, artist shall consult with the City to determine whether the artwork can be restored or relocated, and to attempt to come to a mutually agreeable plan for disposition of the artwork. Such consultation shall be without charge by artist, unless otherwise specifically agreed in writing. If the City intends to remove the artwork, artist shall consult regarding methods to minimize or repair any alteration to the artwork caused by such removal and the potential costs of such removal.
- **Restoration:** If the artwork is altered, with or without prior notice to artist, and the City intends to maintain the artwork on display, the City shall make a reasonable good faith effort to engage artist in the restoration of the artwork and to compensate artist for artist's time and efforts at fair market value, which may be the subject of a future agreement between artist and the City. However, the City has no obligation under this agreement to restore the artwork to its original condition, to compensate the artist for any restoration work, or to maintain the artwork on display. If artist fails or refuses to negotiate with the City in good faith with respect to any restoration, the City may contract with any other qualified art conservator or artist for such restoration. During artist's lifetime, the City shall make best efforts not to display or de-accession only a portion of the artwork without artist's consent.

- **Removal by Artist:** If the City intends to take action that will destroy or significantly alter the artwork, such as destruction of all or part of the site, and the City determines that it will not remove the artwork itself, the City shall allow artist to remove the artwork at artist's expense within sixty (60) days of notice from the City, in which case title shall revert to artist. If artist fails to remove the artwork within that sixty (60) day period, the City may alter the artwork in any manner, including destroying it, in the City's sole discretion.
- **Artist Remedies:** If the City breaches any of its obligations under this Section, artist remedies shall be limited as follows:
  - If the City inadvertently fails to provide a required prior notice of alteration, the City will provide notice as soon as it discovers the omission, and before alteration of the artwork if that remains possible.
  - If the City alters the artwork without providing artist a required prior notice of alteration, artist shall be given the first right of refusal to restore the artwork at the same location and the City shall make reasonable efforts to provide funding for the restoration.
  - If City funds cannot be made available after reasonable efforts are made to secure such funding, artist may, but is not obligated to, restore the artwork at artist's expense. If artist elects not to restore the artwork, the City may retain another artist or conservator to restore it, or may alter the artwork in any manner, at the City's sole discretion.
  - If the City alters the artwork without artist's consent in a manner that is prejudicial to artist's reputation, artist retains the right to disclaim authorship of the artwork in accordance with 17 U.S.C. §106A(a)(2).
  - Except as provided in the artist's agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of the City, artist retains artist's moral rights in the artwork, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent artist from pursuing a claim for alteration of the artwork against a third party who is not an officer, employee, agent, successor or assign of the City. The City has no obligation to pursue claims against third parties to remedy or prevent alteration of the artwork. However, as owner of the artwork, the City may pursue claims against third parties for damages or to restore the artwork if the artwork has been altered without the City's authorization.

### **Ownership and Risk of Loss**

- **Title Transfer:** Except in the case of early termination of the agreement, title to the artwork shall transfer from artist to the City upon the BOC's (or designee's) final acceptance of the artwork. Title transfer shall be self-executing upon the BOC's (or designee's) final acceptance. Artist will cooperate in providing to the City any title transfer documents the City may request or require during or after the term of the agreement.
- **Risk of Loss:** The risk of loss or damage to the artwork shall be borne solely by artist until final acceptance of the artwork by the BOC (or designee). Artist shall take steps to protect the artwork from loss or damage. The BOC (or designee) shall make a good faith effort to inspect the artwork within fifteen (15) days after completion so that the BOC (or designee) can approve the artwork by resolution in a timely fashion.

- **Ownership of Documents:** Conceptual design, design development documents, construction documents, samples, mock-ups and all other documents prepared and submitted by artist to the BOC (or designee) pursuant to the agreement shall belong to the BOC (or designee). Artist may retain originals of such documents and items and provide copies to the City.

### **Intellectual Property and Publicity Rights**

- **Copyright:** Subject to usage rights and licenses granted to the City hereunder, artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under the agreement. Artist's copyright shall not extend to predominantly utilitarian aspects of the artwork, such as landscaping elements, furnishings, or other similar objects. If artist is two (2) or more persons, the individuals shall be deemed joint authors of the artwork.
- **City's Intellectual Property License:** Artist grants to the City, the City's agents, and to authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the work, the artwork, and any original works of authorship created under the Public Art Program, whether in whole or in part, in all media (including electronic and digital) throughout the universe.
- **Implementation, Use and Display:** The City may use and display or reproduce the artwork design elements that are incorporated into the site by the artist.
- **Reproduction and Distribution:** The City may make and distribute, and authorize the making, display and distribution of, photographs and other two-dimensional reproductions. The City may use such reproductions for any City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, printed matter, broadcast, film, electronic and multimedia publicity, gifts for the BOC (or designee) benefactors, documentation of the City's Public Art Collection and catalogues or similar publications.

The City shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the BOC (or designee). The proceeds from the sale of any such reproductions shall be used to maintain and support the City's public art fund. Reproductions may be permitted pursuant to a separate artist's licensing agreement with the City.

- **Third Party Infringement:** The City shall not be responsible for any third party infringement of artist's copyright or for protecting the intellectual property rights of artist.
- **Credit:** Artist shall agree that all formal references to the artwork and any reproductions of the artwork in any form shall include the following credit: "Collection of the City of Tarpon Springs, TSPAC." The City shall credit artist for the artwork upon publication of any reproduction of the artwork.
- **Publicity:** The City shall have the right to use the artist's name, likeness and biographical information in connection with the display, reproduction and distribution of the artwork



including all advertising and promotional materials regarding the City or the BOC (or designee). The artist shall be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the artwork.

- **Trademark:** In the event that the City's use of the artwork creates trademark, service mark or trade dress rights in connection with the artwork, the City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress issues.
- **Unique Artwork:** Artist warrants that the design of the artwork as expressed in the proposal is an edition of one (1), and that neither artist nor artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the artwork. Artist may create works that utilize or incorporate various individual art elements that comprise the artwork, so long as the work utilizing or incorporating such individual elements:
  - Does not consist predominantly of such elements
  - Is not the same or substantially similar in image, design, dimensions and materials as the artwork
  - Is not displayed in an environment that is the same or substantially similar to the environment in which the artwork is to be displayed at the site. This warranty shall continue in effect for a period consisting of the life of artist plus seventy (70) years or for the duration of the artwork's copyright protected status, whichever is longer, and shall be binding on artist and artist's heirs and assigns. In the case where artist includes two (2) or more persons, the measuring life shall be the life of the last surviving person comprising artist. Recognizing that the City has no adequate remedy at law for artist's violation of this warranty, artist agrees that, in the event artist breaches this warranty, the City shall be entitled to enjoin artist's breach.
- **Resale Royalty:** If the City sells the artwork as a fixture to real property, and if the resale value of the artwork is not itemized separately from the value of the real property, the parties agree that the resale price of the artwork shall be presumed to be less than the purchase price paid by the City under the agreement. Thus, the City has no obligation to pay resale royalties pursuant to any law requiring the payment of resale royalties. If the City sells the artwork as an individual piece, separate from or itemized as part of a real property transaction, the City shall pay to artist a resale royalty to the extent required by law, based upon the sale price of the artwork unless the agreement states otherwise.
- **Indemnification and Insurance:** All artists installing public art on other than privately owned and controlled property shall sign an agreement with the City that includes indemnification and insurance provisions acceptable to the City Attorney assigned to the TSPAC and the City.

## **Public Participation**

Public participation is a crucial element of any Public Art Program. Public participation can be achieved in a variety of ways from lectures and workshops that encourage public awareness of the Public Art Program to the involvement of interested residents in the actual planning, design, installation and maintenance of public art projects. The Public Art Program staff and the TSPAC will include public participation as a component of the Public Art Program Annual Plan.

## **Education and Outreach**

In order to stimulate and encourage public awareness of public art, the TSPAC will, to the extent possible, initiate or collaborate with other agencies on events and activities designed to provide a greater understanding of public art. These may include, but are not limited to, the following:

- Conferences, symposia, workshops, artist's lectures, community meetings and public art tours
- Cooperative programs with arts groups, educational institutions and community organizations
- Regular distribution of promotional and publicity materials, including press releases and public service announcements
- Internet website with information about the Collection, the TSPAC and opportunities for artist and community participation
- Exhibition of proposals and related works by selected artists
- Awards for excellence regarding public art on private property

## **Citizen Involvement**

When possible, the Public Art Program will identify projects with the potential for involvement of community representatives in the planning, design and installation of public art projects. On occasion, the TSPAC may also facilitate creative collaborations between project artists and organizations that represent community stakeholders and who have expressed their interest in public art collaboration. These organizations might include, but not be limited to, community organizations, homeowner associations, educational institutions, arts organizations and non-profit agencies.

## **Diversity**

The TSPAC recognizes the cultural, ethnic and social diversity of the greater Tarpon Springs' population, and shall incorporate diversity in all aspects of its Program. The goal of aesthetic and cultural diversity shall include, but not be limited to:

- Ensuring that the TSPAC, Artist Selection Juries, and artists selected for commissions represent the diverse population of Tarpon Springs
- Commissioning artworks throughout the neighborhoods of Tarpon Springs
- Encouraging acquisition of artworks which include a wide variety of styles, scale and media
- Encouraging the exploration of new, experimental art forms, as well as established and traditional art forms

## **Nondiscrimination**

Artist shall agree not to discriminate against any employee, be they City or County employees working with a contractor or subcontractor, applicants for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges,

services, or membership in all business, social or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV (AIDS/HIV) status, or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

## **Collection Management and Maintenance**

From the establishment of the Public Art Program, the City recognizes the importance of artwork collection management and regular maintenance.

### **Maintenance Goals**

Works of art in the Public Art Collection shall be maintained and preserved in the best possible condition. City departments shall not provide any maintenance of artwork, including cleaning, without the consent of TSPAC. TSPAC will arrange for all professional services. The objectives of the maintenance program shall be:

- To inspect works of public art on a regular basis
- To clean and provide other appropriate routine maintenance of the works of public art
- To establish a regular procedure for effecting necessary repairs to works of public art, including emergency situations that endanger public safety

### **Maintenance Activities**

- Works of art shall be examined for condition at least once a year. A written report shall be prepared with photographic documentation as necessary
- Regular maintenance of the artwork and the artwork site will be conducted as stipulated in the accepted maintenance plan
- When a work of public art requires maintenance or repair, the City will provide such in cooperation with the department that houses the work of art

### **Records for City Collection**

- An electronic database will be established for the Public Art Collection. The final electronic records will contain:
  - Digital photographs of fabrication, installation, finished artwork, any future damage and any future repair
  - Approved maintenance plan
  - Artist's catalog report
  - Artist's contact information
  - Artist's agreement and any amendments
- A physical file will be created for each artwork to hold the following physical items:
  - Color images of artwork
  - Artist's original application

- Material samples to test any cleaning or repair in the future
- Color chips of actual paint to be kept in a dry, dark envelope for future restoration work, or Pantone Matching System (PMS) color equivalents

### **Records for Artworks on Private Property**

An electronic database will be established for the artwork on private property. The final electronic records will contain:

- Digital images of the finished artwork and view corridors
- Approved proposal with site plan
- All correspondence with the property owner
- Artist's contact information
- Owner's contact information

### **De-accessioning Artwork**

De-accessioning artwork is the process by which the TSPAC decides that an object may be removed from the City's Collection. It is the primary responsibility of the TSPAC to preserve and protect the Collection under its management for the residents of Tarpon Springs. The City shall dispose of works of art in its Collection only in the public interest and as a means of improving the overall quality of the Collection. Since the City acquires artworks based on the quality of the artwork and the value of the work to the Collection as a whole, de-accessioning should be considered only after five (5) years following acceptance. The need for relocation or the temporary removal from public display does not automatically necessitate de-accession.

De-accessioning should be cautiously applied only after careful and impartial evaluation of the artwork to avoid the influence of fluctuations of taste and the premature removal of an artwork from the Collection. Prior to the de-accession of any artwork, the TSPAC must weigh carefully the interests of the public, the intent in the broadest sense of the donor (if any), and the interests of the scholarly and the cultural communities. All proceeds from any sale or auction of a work of art will be used for the exclusive purpose of acquiring one (1) or more other works of art for the same public structure or purpose for which the original work of art was acquired. If that is not possible, then the proceeds shall be deposited in the public art fund.

### **Causes for Review**

While the intent of acquisition of artwork is for permanent or other lifespan, circumstances and/or conditions may arise that make it prudent for the TSPAC, on behalf of the public interest, to remove an artwork from public display. In general, it shall be the policy of the TSPAC not to remove an artwork from display or to relocate it before five (5) years, unless public safety or other technical circumstances are involved. One (1) or more of the following conditions must apply in order for an artwork to be considered for permanent removal or de-accession:

- The artwork presents a threat to public safety
- The condition or security of the artwork cannot be guaranteed, or the City cannot properly care for or store the artwork
- The artwork requires excessive or unreasonable maintenance
- The artwork has serious or dangerous faults in design or workmanship

- The condition of the artwork requires restoration in excess of its monetary value, or is in such a deteriorated state that restoration would prove unfeasible or impractical or would render the artwork essentially false
- The artwork is poor quality or judged to have little aesthetic and/or historical or cultural value
- A similar but superior example exists in the Collection
- The artwork is a forgery
- No suitable site for the artwork is available
- Significant adverse public reaction is documented over an extended period of time (five (5) years or more)
- The artwork can be sold to finance, or can be traded for, an artwork of greater importance by the same artist
- A written request from the artist has been received to remove the artwork from public display
- The artwork is not or is rarely displayed

### **Options for Removal**

The TSPAC may recommend any of the following options as a result of a staff report recommending de-accession and discussion at an advertised TSPAC meeting. Final approval for de-accession shall be granted by the BOC (or designee). Also, the TSPAC may suggest alternatives appropriate to meet a particular circumstance. All proceeds from the sale of public works of art shall be deposited into the public art fund.

- Relocate the work of art. This method shall be given the highest priority
- Remove the artwork from display and put it in storage
- Sell or exchange the work of art through the following means:
  - Offer the artist the first opportunity to buy back the work of art at the current appraised value or at a price to be negotiated
  - Obtain professional appraisal and advertise sale at auction
  - Seek competitive bids
- Donate the artwork to another government or non-profit organization that will display the artwork in Tarpon Springs
- Dispose of artwork using City-surplus property procedures

### **Artwork Gifts and Loans**

Gifts to the City's Public Art Program are an important part of the Collection. Proposed gifts or loans of public art shall undergo a review process to ensure that acceptance of such gifts or loans takes place in a fair and uniform manner and supports the mission and goals of the Public Art Program. Gifts should be reviewed as carefully as artworks that are purchased or commissioned. Funds for maintenance and conservation of the Public Art Collection are limited, as are the number of sites on municipal property that are suitable for gifts or other future public art projects. Therefore, a careful review process must evaluate proposed gifts of public art according to the purposes, goals and selection criteria that guide the Program as a whole.

### **Procedures for Gifts or Loans**

For each proposed gift of public art, a written proposal or letter of intent must be submitted to the TSPAC. The proposal must include specifications of the proposed gift, including artist, title,

dimensions, materials, photographs and date (if existing artwork) and proposed location. The letter must state that the donor has read the Public Art Program General Guidelines and understands that the artwork may be de-accessioned in the future.

At a regular TSPAC meeting, a presentation will measure TSPAC interest and potential sites. After TSPAC feedback, the donor will provide the following at a future TSPAC meeting:

- Photographs, drawings, models, or designs of proposed artwork
- Description and samples (if available) of materials and colors
- Appraised value (if an existing work) by a professional art appraiser
- Preferred location
- Installation details and timeline
- Description of routine maintenance and estimate of maintenance costs
- Costs associated with the acceptance of the artwork by the City
- Artist's resume
- Exhibition history, if the artwork exists
- Authentication letter from the artist
- Any other issue pertaining to the acceptance of the artwork

Loans will include the information above, plus the duration of time that the artwork will be on City property and the arrangements for de-installation.

### **Public Art Committee Review**

The TSPAC will review the donor's proposal with the same policies, procedures and criteria as for a purchased work of art. Per the normal artwork selection process, the TSPAC will add appropriate voting members. The donor may be required to return to the TSPAC with proposal modifications or a detailed site plan.

### **Associated Donor Costs**

The donor must underwrite all the costs. If necessary to the project, the donor will also be responsible for engineering specifications, design and cost of pedestal, identification plaque, special lighting, structural support meeting all building codes, and landscaping of site. The donor shall contribute ten percent (10%) of the total commission cost to be put into a special maintenance fund to support maintenance of the Public Art Collection. If the gift is an existing work of art, ten percent (10%) of the appraised value plus installation costs shall be put into this fund.

### **Requirements of Final Acceptance of Gifts**

- An executed contract transferring title of the artwork and clearly defining the rights and responsibilities of all parties
- Complete records of accession including, but not limited to, a signed deed of gift, receipt acknowledgment, registration information, location card, exhibition record, photographs or slides and independent appraisal
- Verification that the artwork is unique and an edition of one (1) (unless stated to the contrary in the agreement and accepted by the City)

- In general, works of art will be acquired without legal restrictions as to future use and disposition, except with respect to state or federal laws on preservation, copyright and/or resale of works of art
- Final acceptance of art being loaned includes an executed contract clearly defining the terms and conditions and the rights and responsibilities of all parties

### **Exceptions**

The following will be exempt from the formal review and acceptance procedure:

- Gifts of state presented by foreign governments or by other political jurisdictions of the United States that may be accepted by the BOC (or designee) or the City Manager on behalf of the City. The TSPAC and the appropriate City departments will jointly determine permanent placement of any such artworks.
- Art or exhibitions loaned for display on public property for one hundred and eighty (180) days or less. Review and approval in these instances will be the responsibility of the TSPAC in conjunction with the department having jurisdiction over the site of the display or exhibition
- Artwork not owned by the City but displayed in private offices or in non-public areas of City facilities

### **Memorial Gifts**

The TSPAC will only evaluate the artwork and its suitability for the proposed site. It is not the role of the TSPAC to decide what or who will be memorialized.