



**City of East Point
Public Art
Master Plan**

April 2019

Final Draft

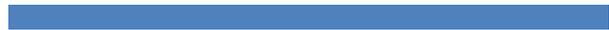


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successful communities. Since its advent, a new trend in public art – *social practice public art* – has emerged, seeking to address social and political issues in the local, national and global arenas (e.g., global warming, gang intervention, and immigration).

In fact, the field of public art evolves continuously; in recent years, it has gained a much more sophisticated and varied toolkit of approaches to enrich the community. For example, public art has become a powerful tool or partner in achieving other civic goals, such as economic development, city identity, community engagement, equity, revitalization and placemaking.

As the field evolves, so do city public art programs. This plan provides a foundation for the City of East Point to shift the boundaries of its current policies to address community vision and aspirations and to fulfill the original intent of its policies.

Plan Alignment with other East Point Plans and Studies

Alignments and opportunities exist between the East Point Public Art Master Plan and other East Point City Plans. For example, the East Point Trail System Master Plan offers opportunity for alignment in placing public art along the trails and greenways in the form of a linear art gallery, fitness stations, place markers, and more. Most notably, alignments exist with the 2017 East Point Comprehensive Plan Update. As with the community engagement for the Public Art Master Plan, The Comprehensive Plan community engagement revealed residents want more public art as part of East Point's future and want to see aesthetic improvements in many areas of East Point. It is anticipated that this Public Art Master Plan has the potential to address some of the issues and opportunities identified in the Comprehensive Plan including:

Land Use & Economic Development Opportunities:

- Enhancement of Washington Road to serve as a connection between downtown East Point and Camp Creek Marketplace
- Live/work spaces in East Point
- Pocket parks
- Cultural and small retail space
- Conversion of the Willingham Drive Industrial Corridor to less of an industrial district to a more mixed-use district focused on diverse housing options and the arts

Natural and Cultural Resources Opportunities:

- The addition of public art as a cultural resource, especially in the downtown area.
- Parks and greenspace and public art to naturally retain and treat storm water .

Transportation opportunities:

- MARTA Station streetscape enhancements to attract residents and visitors to downtown.

- Enhancement of the pedestrian bridge across the MARTA and rail tracks as an asset

Public Art Opportunities:

- Willingham Warehouse District: Urban lofts, artist studio space, warehouse live/work.
- Corridors and Gateways: Establish gateways as city markers that express identity so that visitors experience a definite sense of arrival.

Community Work Program Opportunities:

- Public Art Program, Planning & Community Development, Parks & Recreation Cultural Enrichment Commission, Economic Development.

Population and Housing Opportunities:

- Attract young families and first-time homeowners to the city in order to build a stable, diversified community.

Additionally, The East Point Public Art Plan has the potential to help accomplish the Community Goals outlined in the Comprehensive Plan, including:

Economic Development Goal 4: Improve East Point's Business Environment - Create a business climate that is supportive to existing businesses and attractive for business recruitment.

Economic Development Goal 5: Enhance East Point's Quality of Life— Increase East Point's attractiveness to retain existing businesses and residents and to attract new residents and businesses. Increase property values and tax base.

Natural and Cultural Resources Goal 1: Preserve existing park and greenspace and incorporate the connection, maintenance and enhancement of greenspace into all new development.

Natural and Cultural Resources Goal 7: Support cultural and historic assets through designation and asset expansion

Natural and Cultural Resources Goal 8: Incorporate the protection and conservation of re-sources into the decision-making process.

Community Facilities and Services Goal 3: Invest in parks and open space to provide quality of life for community members and to encourage private in-vestment in urban centers.

Land Use and Design Goal 8: Commit to redeveloping and enhancing existing commercial and industrial areas.

Land Use and Design Goal 13: Establish gateway markers and improved corridor aesthetics to create a “sense of place” for the community.

Land Use and Design Goal 16: Employ innovative planning concepts to achieve desirable and well-designed neighborhoods, protect the environment, preserve meaningful open space, improve traffic flow, and enhance the quality of life.

The Community Engagement Process

The East Point Public Art engagement spanned from October 2018 through December 2018. The process provided multiple entry points for residents, communities, and sectors of East Point to participate through community-based conversations, meetings, and interviews facilitated by the CPG team and a community survey. The goals were to:

1. Bring together multiple points of view to inform the planning process
2. Create legitimacy and a sense of shared responsibility for the Public Art Master Plan
3. Stimulate broad awareness and momentum for the plan

The CPG team conducted interviews with key community stakeholders, City leadership, and other arts stakeholders. Four (4) open community meetings were held across the City, collecting valuable input from residents and artists.

As a complement to the other forms of community engagement, the East Point Community Survey provided an opportunity for residents to lend their voice to the planning process. The survey sought residents’ opinions, attitudes and preferences about public art in the East Point community.

The online survey was open to residents of the City of East Point from October through December 2018. A total of 325 respondents completed surveys, with 208 partially completed surveys for a total of 533 responses. The analysis is based on answered questions. Data is weighted to census demographics where appropriate. Significant differences are noted in the survey summary.

What We Heard: East Point the Place

When asked what defines East Point as a place, most residents and artists agree ample opportunity exists for a public art plan to make a difference in the City. East Point is defined by some as “a tale of two cities” – divided by the rail line and MARTA line. Unique Craftsman homes and industrial areas populate the eastern side; the western side features homes on more spacious lots and the tax allocation district, with the downtown area positioned in the middle. Natural opportunities for public art exist in all communities and neighborhoods. These include:

4. Elevating the importance of the arts in the City
5. Creating vibrancy in the downtown area and the neighborhoods
6. Establishing identity and community pride with City gateways and public art identifiers for neighborhoods
7. Developing temporary and interactive art programs for space activation

8. Connecting places with art and creating gathering places
9. Engaging youth in new participatory opportunities and arts exposure
10. Ongoing engagement with community in terms of artmaking and implementation

Throughout the engagement, residents expressed a distinct pride for the City and envision a vibrant future. The residents want the public art program to:

11. Create a solid identity for East Point
12. Create gateways to the City
13. Create connections between youth and artists
14. Create gathering places augmented by art
15. Be a problem solver for downtown issues (sanitation, beautification, connecting businesses)
16. Beautify the roads, bridges and underpasses
17. Be an economic driver and attract visitors to East Point by creating walkable, connected spaces downtown

Community and stakeholder feedback revealed many opportunities for The Plan to address the vision of the community, including:

18. Creating vibrancy in the downtown area and the neighborhoods
19. Establishing identity and community pride through art elements such as iconic gateways at the City's main entry points and public art identifiers for neighborhoods
20. Developing temporary and interactive art projects to activate public spaces
21. Connecting places with art and creating gathering places
22. Engaging school-age children with the existing public art collection and new participatory opportunities

Locations for Public Art

The primary desired locations identified in the planning process include, but are not limited to:

- ✓ Public spaces and pedestrian areas
- ✓ Parks and open spaces
- ✓ Bridges and over/underpasses
- ✓ Gateways and city entry landmarks
- ✓ Along major corridors
- ✓ Downtown area

- ✓ Neighborhood crosswalks
- ✓ Public art city projects such as:
 - Sanitation trucks
 - Manhole covers
 - Water towers
 - Switchbox location

The Plan

Vision

The arts are integral to the fabric of the City of East Point. The arts are part of our vibrant downtown, creating inclusive community gathering places, revitalizing and creating identity for our neighborhoods, providing creative opportunities for our youth, strengthening our economy, and enriching the lives of our residents.

Objectives

The recommendations presented in this plan are based on the following objectives:

23. To align with proven national public art practices, standards, and procedures
24. To beautify and activate public spaces throughout East Point
25. To contribute to the economic and social success of new development in the City

Plan Recommendations

The following recommendations will collectively contribute to the successful implementation and fulfillment of The Plan. Detail is provided for each recommendation in the subsequent section.

Recommendations for Funding Public Art in East Point

Adopt an ordinance setting aside two percent (2%) of City's Capital Improvement Project budget for the purchase or commissioning of public art.

1. Pool public art funds and deposit in a separate account, the Public Art Fund, to the extent permitted by law.
2. Allocate funds to commission public art at the new City Hall and the Civic Auditorium, given their importance and visibility, with the understanding that the public art requirement will apply to all future City capital improvement projects.
3. Adopt an ordinance requiring that two percent (2%) of the permit valuation of private development and redevelopment projects be utilized for the inclusion of public art within those projects.
4. Create a private development ordinance permitting private developers to commission public art on the site of their project, or to opt out of the on-site public art requirement by depositing with City an amount equal to one percent of the project permit valuation for the City's Public Art fund.
5. Require approval of on-site public art proposals in private development by the Arts Commission in accordance to the art selection standards outlined in their approved public art program guidelines and policies.
6. Adopt a public art ordinance to permit up to fifteen percent (15%) of the public art funds to be spent on administration of the public art program, including but not limited to artist selection, community outreach, program publicity, and education.

7. Set aside ten percent (10%) of the public art funds in a separate account dedicated to the ongoing maintenance and conservation of the public art collection.

Recommendations for Managing the Public Art Program

Public Art Program Staff

1. Hire a full-time art professional to manage the public art program and work with the Arts Commission. Additional staff may be hired as the program demands.
2. Provide professional development for public art program staff, such as the Americans for the Arts public art conference.

Arts Commission

1. Appoint an Arts Commission to advise the Mayor and Council and the City Manager on all matters relating to the public art program. The Commission shall be advisory only and shall have no independent authority.
2. Place the City Council in charge of selecting members of the Arts Commission through an application process open to all residents of East Point, with priority given to artists, educators, design professionals and other persons knowledgeable in visual arts.
3. Empower the Arts Commission to adopt public art policies and guidelines for review and adoption by the City Council.
4. Entrust the Arts Commission, in coordination with City staff, with the following duties:
 - a) Adopting public art program policies and guidelines and submitting them to the City Council for approval
 - b) Developing an annual public art work plan outlining status of existing projects and defining upcoming projects
 - c) Developing a Request for Qualification for each proposed project
 - d) Appointing an Artist Selection Panel to recommend artists for each project; this panel will make a recommendation to the Arts Commission
 - e) Approving artists recommended by the artist selection panels and submitting the recommendations to the City Council
 - f) Ensuring appropriate community outreach and community involvement in the artist selection processes
 - g) Ensuring that, over time, the public arts commissioned by the City represent a variety of art forms and media, and the cultural diversity of the City
 - h) Reviewing and updating public art policies and guidelines periodically

- i) Performing other such duties as shall be created by the City Council-approved public art program policies and guidelines or as designated by the City Council
5. Conduct a maintenance and conservation study of the entire City art collection at least once every five years

Recommendations for Community Outreach and Education

1. Sponsor periodic community presentations and workshops to acquaint the residents with the public art program.
2. Conduct appropriate community outreach for each proposed public art project, including at least one community meeting in the area of the City where the public art will be sited.
3. Include one community representative from the area where the art will be sited on each public art selection panel.
4. Promote collaboration among public art program staff, local schools and other educational entities on projects involving the arts.
5. Increase visibility and ownership by publicizing, under the purview of the public art program staff, each public art project and appropriate identifying information with each public art installation, including artist's name, art medium, date commissioned, etc.
6. Consider temporary public art projects in addition to the commissioning of permanent public art projects for downtown East Point.

Recommendations for Support for Artists

1. Include local, regional and national artists as the City's public art collection expands.
2. Provide training workshops – conducted, organized, or implemented by City staff – to prepare local and regional artists to successfully compete for public art opportunities.

Public Art Program Guidelines and Policies

Purpose

The purpose of these guidelines is to establish procedures for the implementation of the Public Art Master Plan completed in 2019.

Goals

The East Point Public Art Program is further committed to expanding the opportunities for its residents to experience public art, thereby creating more pleasing and humane environments, which will improve the quality of life.

The public art program is committed to the highest aesthetic standards and the broadest involvement of artists. Specifically, the program seeks to:

26. Promote awareness of and educate the public about public art and the public art program and to provide opportunities for individuals to identify with and feel ownership of commissioned artworks;

27. Utilize public art as a vehicle to educate children and provide avenues for their unique expressions to enrich the community;

28. Build opportunities for public/private partnerships that will enhance existing program potentials and create dialogues for new and innovative expressions;

29. Utilize public art as a tool to strengthen economic development;

30. Revitalize East Point's neighborhoods;

31. Involve artists in the planning and urban design of the community and its infrastructure;

32. Explore new relationships between art and architecture by commissioning artists to create works that are integral to the design and systems of a building or place;

33. Commission artists to create works that are directly responsive to the site for which they are commissioned and to create possibilities for collaboration between artists and design professionals, including architects, landscape architects, planners, engineers, and City officials;

34. Create opportunities for artists of the region to create new works, extend the scope of their previous work into the public realm, reach new audiences, and present their work side-by-side with the work of other nationally recognized public artists;

35. Enable East Point to attain recognition as a community committed to art through the creation of innovative public art; and

36. Recognize the individual spirit and pride of the residents of East Point by commissioning artists to create works that respond to the vitality of the region and its diverse cultural heritage and history.

Definitions

Accessioning: The process of including an artwork into the Public Art Collection, whether by commissioning, purchase or donation.

Arts Commission: A City agency created by the East Point City Council for the purpose of (a) advising the City Council on matters relating to the arts and (b) overseeing the implementation and management of the public art program.

Artist Selection Panel: A committee appointed by the Arts Commission to select an artist or artists to create a work of public art.

Deaccessioning: The process of permanently removing an artwork from the Public Art Collection, whether by sale, destruction and/or removal from public display.

On-site art: Artwork intended for inclusion in a private development or redevelopment. On-site art shall be located in publicly visible and accessible locations.

Request for Qualifications: A public announcement of an upcoming public art project, inviting artists to submit credentials for consideration for the public art project.

Public Art Collection: The works of art that been accessioned by the City of East Point.

Public Art Fund: An account set up by the City to receive public art monies, whether generated by City capital improvement projects, contributions by private developers, business/corporate sponsorships, individual donations, or outside funding or grants.

Public Art Work Plan: A plan for public art in the upcoming year, identifying the proposed projects, project budgets and sites. This plan is to be submitted to the City Council for approval in conjunction with the annual City capital budgeting process.

Funding

Proposed City Funding

The overall budget for the public art program will be funded through a combination of government and private funds. Government funds will be appropriated as outlined in the City's Public Art Ordinance. Private funds will be generated through implementation of the City's Public Art in Private Development Ordinance.

Grant funds are also sought for special projects and to augment the budget of existing projects. The public art ordinance will provide two percent (2%) of the total construction costs of the City's Capital Improvement Projects budget to be allocated for public art. Construction costs are the total actual costs associated with a construction project, excluding land acquisition, demolition, environmental remediation, legal fees and interest costs.

The public art requirement will apply generally to all capital improvement projects of the City, including buildings and renovations, open spaces, business corridor improvements and streetscapes, parks and greenways, and utilities.

As part of the presentation of an annual Public Art Work Plan, the City's Capital Improvement Program will be reviewed annually by the Arts Commission and City staff, in conjunction with applicable City departments and the Finance Department, for recommendations for public art allocations to the City Council. The work plan shall include the proposed public art projects for the upcoming year with budgets and conceptual approaches. The work plan presentation shall take place on a schedule that coincides with the adoption of the City's capital budget each year. It shall also provide a report of the status of all ongoing public art projects. The Arts Commission may, during the course of the year, modify the annual work plan. The City Council shall review any significant changes that are proposed.

Private Development Funding

Public art in private development and redevelopment will be generated by the City's public art in private development ordinance, which will mandate that two percent (2%) of private development's permit valuation be expended on on-site public art. This requirement shall apply to all commercial, industrial and multi-family residential developments with a permit valuation in excess of two million dollars (\$2,000,000). The private

developer shall have the option of paying a one percent (1%) in-lieu fee to the City's Public Art Fund. Proposals for on-site public art projects shall be reviewed and approved by the Arts Commission, in accordance with the art selection standards set out in the Arts Commission's approved policies and guidelines.

Business/Corporate Partnerships: The City will seek sponsorships from the business/corporate sector to enrich existing public art in the community. This may take the form of directly providing funding support for individual public art projects or for the public art program generally.

Donations of Public Art: The Arts Commission shall welcome donations from private sector groups (either non- or for-profit) and individuals as a means of broadening the existing public art program, subject to the review process outlined in the policies on gifts and donations.

Grants: The City shall seek grants and/or matching grants from national and local foundations, arts organizations, corporations and others to develop innovative programs and enhance existing programs. Funding requests to outside governmental or private sector sources for City capital projects shall, to the extent allowable by the funding sources, include a request to fund the public art in the capital project.

Uses of Public Art Funds

Inclusions: Monies in the Public Art Fund can be used for artist design services and the acquisition or commissioning of artworks for the City Public Art Collection. Monies in this category may be expended for artist design fees; proposals; artist travel and expenses; artwork purchases and commissions; artwork fabrication or materials; shipping and crating; insurance; the preparation, architect or other designer fees if the project is a collaboration (artwork-related expenses only); engineering fees; installation or placement of artworks; or any purpose deemed necessary by the Arts Commission for the implementation of the program.

Up to fifteen percent (15%) of the dollars allocated for public art monies may be utilized for direct administration and community participation, artist selection processes, community outreach and publicity, project documentation and other appropriate related purposes deemed necessary by the Arts Commission.

Eligible Artworks

In general, all forms of artistic expression created by professional artists, in a wide variety of styles, media and genres, are eligible for inclusion in the public art program. Examples may include free-standing works or works that have been integrated into the underlying architecture or landscape; temporary or permanently installed works, as long as such projects contribute to community understanding and participation; artist-designed infrastructure elements, such as sound walls, overpasses, City gateways and utility structures; artist-designed street furniture such as benches, bus stops, or tree grates; and any other art form or expression relevant to the goals of the City's public art plan.

Ineligible Artworks

The public art projects are not intended to substitute for functional elements that would normally be a part of City projects. Unless they are specifically designed by professional artists, the following will not be considered as part of the art program:

37. Directional elements such as supergraphics, signage or color coding except where these elements are integral parts of an overall design created by a professional visual artist;

38. "Art objects" which are mass produced or of standard manufacture, such as playground equipment, fountains or statuary elements, unless incorporated into an artwork by a project artist;

39. Reproductions, by mechanical or other means, of original works of art, except in the cases of film, video, photography, printmaking or other media arts;

40. Decorative, ornamental, architectural or functional elements that are designed by the building architect, as opposed to elements created by an artist commissioned for that purpose;

41. Landscape architecture and gardening except where these elements are designed by a professional visual artist and/or are an integral part of the artwork by the artist; and

42. Service or utilities necessary to operate and maintain an artwork.

Responsibilities

City staff shall:

- 1) Be responsible for the day-to-day management of the public art program;
- 2) Draft the annual Public Art Work Plan for review and approval by the Arts Commission;
- 3) Work with the City Departments of Public Works and Finance to identify capital projects eligible for public art;
- 4) Work with the capital project architect to identify possible approaches to integrate public art into the project;
- 5) Propose public art project parameters for Arts Commission review (site, budget, artwork medium, artwork approach, etc.);
- 6) Develop a project Request for Qualifications for distribution to artists;
- 7) Maintain a pool of potential artist selection panel members and recommend a panel for each project to the Arts Commission for approval;
- 8) Conduct the artist selection panel meetings;
- 9) Review artist submittals and present them to the artist selection panel;
- 10) Notify artists who are selected as finalists for the public art project;
- 11) Arrange for artist finalists to be interviewed by the selection panel;
- 12) Conduct selection panel meeting to select artist for the project;
- 13) Work with the City Attorney to negotiate and execute a contract with the artist;

- 14) Provide the artist with necessary background documentation (capital project designs, site plans, etc.);
- 15) Monitor the progress of the public art fabrication, making artist studio visits as required;
- 16) Report any changes in the design, scope, or siting of the public art project to the Arts Commission for review and approval;
- 17) Authorize progress payments to the artist;
- 18) Coordinate the installation of the public art;
- 19) Accession the public art into the City's Public Art Collection;
- 20) Secure documentation and maintenance requirements from the project artist;
- 21) Arrange for plaque or other identification to be installed; and
- 22) Coordinate and publicize a public unveiling of the art.

The City Council shall:

- 1) Review and approve the annual work plan presented by the Arts Commission, which shall include identification of eligible capital improvement projects and public art funding.
- 2) Appropriate the budget monies for individual capital improvement projects that shall be transferred into the Public Art Fund as part of the annual capital budgeting process.
- 3) Approve contracts with artists for public art projects.

The Arts Commission shall:

- 1) Approve all public art selections, referring them to the City Council for final approval;
- 2) Develop guidelines, policies and procedures for the selection, implementation and conservation of public art, subject to City Council approval;
- 3) Monitor the overall development of the Public Art Collection, including ensuring that local and regional artists are represented in the Public Art Collection and ensuring that the Public Art Collection is reasonably balanced over time with respect to ethnicity and gender of artists selected and with respect to styles of expression, media and genre;
- 4) Make recommendations regarding the care and maintenance of the Public Art Collection to appropriate parties or site agencies, and oversee a periodic maintenance survey of the entire Public Art Collection;
- 5) Review and recommend the Annual Public Art Work Plan to the City Council;
- 6) Identify and approve a pool of potential members of Artist Selection Panels;
- 7) Act as liaisons to the individual Artist Selection Panels;

- 8) Review and approve individual Artist Selection Panel recommendations;
- 9) Ensure community outreach and citizen participation in the public art program;
- 10) Review and approve individual project budgets as brought forward by artists;
- 11) Review and recommend proposed gifts of public art to the City, as well as loans and long-term exhibitions of public art on City-owned property;
- 12) Review and recommend accessioning and deaccessioning of artworks from the Public Art Collection; and
- 13) Review and approve changes to the public art program guidelines, policies, and procedures.

Artist Selection Panels shall:

- 1) Be ad-hoc panels formed for a limited period of time and charged by the Arts Commission with recommending artists for individual projects or groups of projects;
- 2) Review the credentials, prior work, qualifications, proposals and other materials submitted by artists for particular projects;
- 3) Recommend to the Arts Commission an artist or artists to be commissioned for a project, or who will be engaged to join the design team for projects;
- 4) Follow instructions outlined in the project's Request for Qualifications and Project Guidelines regarding the requirements and concerns addressed within the particular project;
- 5) Be sensitive to the public nature of the project and the necessity for cultural diversity in the public art program;
- 6) Maintain confidentiality on the proceedings of all panel meetings; and
- 7) Meet as appropriate and/or necessary to review the selected artist's design concepts.

Artists shall:

- 1) Submit qualifications, visuals, proposals and/or project materials as directed for consideration by Artist Selection Panels;
- 2) Conduct necessary research, including attending project orientation meetings and touring project sites, when possible;

- 3) Execute and complete any selected artwork or design work, or transfer title of an existing work, in a timely and professional manner;
- 4) Work closely with the public art staff, design architect, and/or other design professionals associated with the project;
- 5) Make presentations to the Arts Commission and other reviewing bodies at project milestones as required by contract; and
- 6) Make a public presentation, conduct a community education workshop, or complete a residency at an appropriate time and forum in the community where the artwork will be placed, as required by contract.

Site agencies shall:

- 1) Determine, in consultation with the public art staff, which projects are eligible for public art inclusion, the amount of public art money available and whether the project is appropriate for a design collaboration;
- 2) Provide the public art staff with information on the capital improvement program, budgets and schedules;
- 3) Invite public art staff to participate in interviews with architects/engineers of major City capital projects;
- 4) Designate, upon request by the Arts Commission, a departmental representative to participate in the artist selection process;
- 5) Review the maintenance needs for artworks located at the site agency;
- 6) Inform the project architect of artist involvement in the capital improvement project and the method of artist selection; and
- 7) Designate, in consultation with the appropriate leadership, a City representative or project manager for the capital improvement project to act as the City's agent for all coordination issues related to public art and the overall project.

Advising agencies (legal counsel, budget office, planning commission, etc.) shall:

- 1) Review contracts of selected artists and make recommendations regarding liability and insurance requirements;
- 2) Provide consultation and information regarding particular needs and concerns of the public art program, such as legal issues or insurance requirements; and
- 3) Coordinate with the public art staff toward determining program success.

Construction Managers shall:

- 1) Collaborate with the public art staff on the development of public art projects;
- 2) Coordinate with the public art staff on all issues related to the public art and the overall project, including safety, liability, timeline, code requirements, and installation deadlines, etc.; and
- 3) Provide the public art staff and the artist with the appropriate documentation necessary for project compatibility and completion (e.g., architectural design drawings and specifications, as-built drawings, structural drawings, mechanical drawings, electrical drawings, and materials to support public outreach efforts).

Artist Selection Process

Selecting the “right” artist – one whose experience, artistic style, commitment to collaboration, and community facilitations skills match the needs of the project – is critical to the success of any project. Specifically, the goals of the selection process are to:

- ✓ Implement the goals of the overall capital improvement program or private development project through an appropriate artist selection;
- ✓ Further the mission and goals of the public art program;
- ✓ Select an artist or artists whose existing public artworks or past collaborative efforts have maintained a level of quality and integrity;
- ✓ Identify an optimal approach to public art that is suitable to the demands of a particular capital project;
- ✓ Select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves;
- ✓ Select an artist or artists who can work successfully as members of an overall project design team; and
- ✓ Ensure that the selection process represents and considers the interests of all parties concerned, including the public, the arts community, and the City department involved.

Methods of Selecting Artists

The public art staff, in consultation with the Arts Commission, shall determine the method of selection for individual projects. Any of the following methods may be used, depending upon the requirements of a particular project.

Open Competition: An open competition is a call to artists for a specific project in which artists are asked to submit evidence of their past work. Any artist may submit credentials and/or proposals, subject to any limitations established by the Artist Selection Panel or the Arts Commission. Calls for entries for open competitions will be sufficiently detailed to permit artists to determine whether their work is appropriate to the project under consideration.

Limited or Invitational Competition: The Artist Selection Panel shall invite a limited number of artists to submit credentials and/or proposals for a specific project. Invitations shall be based on evaluation of an artist's past work and demonstrated abilities to successfully respond to the conditions posed by the particular project (i.e., water features, light works, paintings, sound works, landscape works, design team efforts, etc.) or on other non-aesthetic public art program goals (e.g., artists who reside in a particular community or neighborhood where a project is occurring, local artists or regional artists).

Direct Selection: At times the Arts Commission may elect to make a direct selection in which they contract with a specific artist for a particular project. Such an election may occur for any reason but will generally occur when circumstances surrounding the project render an open or invitational competition unfeasible (e.g., project timeline, community or social considerations, client demand).

Mixed Process: A mixed process may include any combination of the above approaches.

Criteria for Selection of Artists or Artworks

Qualifications: Artists shall be selected based on their qualifications as demonstrated by past work, the appropriateness of their concepts to the particular project and their ability to communicate.

Quality: Highest priority are the design capabilities of the artist and the inherent excellence of artwork.

Media: All forms of visual arts shall be considered, subject to any requirements set forth by the project prospectus.

Style: Artists whose artworks are representative of all schools, styles and tastes shall be considered.

Appropriateness to Site: Artwork designs shall be appropriate in scale, material, form and content for the immediate social and physical environments with which they relate.

Permanence: Consideration shall be given to structural and surface integrity, permanence and protection of the proposed artwork against theft, vandalism, weathering, excessive maintenance and repair costs.

Elements of Design: Consideration shall be given to the fact that public art is a genre that is created in a public context and must be judged by standards that include factors in addition to the aesthetic. Public art may also serve to establish focal points; terminate areas; modify, enhance or define specific spaces; establish identity; or address specific issues of urban design.

Community Values: While free artistic expression shall be encouraged, consideration must be given to the appropriateness of works of art in the context of local community and social values.

Public Liability: Safety conditions or factors that may bear on public liability should be considered in selecting an artist or artwork.

Diversity: The public art program shall strive for diversity of style, scale, media and artists, including ethnicity and gender of artists selected. The program shall also strive for an equitable distribution of artworks throughout the City.

Collection Review

The Arts Commission or other independent agency should evaluate the Public Art Collection at least once every five (5) years for the purposes of collection management and in order to assess the collection's future. The City, with the advice of the Arts Commission, shall retain the right to deaccession any work of art in the Collection, regardless of the source of funding for the particular artwork.

Objectives:

43. To establish a regular procedure for evaluating artworks in the Public Art Collection
44. To establish standards for the acquisition of artworks by the Arts Commission
45. To ensure that deaccessioning is governed by careful procedures
46. To insulate the deaccessioning process from fluctuations in taste – whether on the part of the Arts Commission, the City, or the public

Acquisition Review Standards:

47. Acquisitions should be directed toward artworks of the highest quality.
48. Acquisition of artworks into the Public Art Collection implies a commitment to the ongoing preservation, protection, maintenance, and display of the artworks for the public benefit.
49. Acquisition of artworks, whatever the source of funding, should imply permanency within the Public Art Collection, so long as physical integrity, identity, and authenticity are retained, and so long as the physical sites for the artworks remain intact.
50. In general, artworks should be acquired without legal or ethical restrictions as to future use and disposition, except with respect to the Artist's Rights policy.

Deaccessioning Review Standards:

Any proposal for deaccessioning – the destruction or removal of a work of art in the collection – or relocation of an artwork shall be reviewed by the Arts Commission according to the policy and procedures contained in this document and shall be as deliberate as those practiced during the initial selection. This process should operate independently from short-term public pressures and fluctuations in artistic or community taste. During the review process, the work of art shall remain accessible to the public in its original location.

Deaccessioning should be a seldom-employed action that operates with a strong presumption against removing works from the Collection. Artwork may be considered for review toward deaccessioning from the Public Art Collection if one or more of the following conditions apply:

51. The condition or security of the artwork cannot be reasonably guaranteed;
52. The artwork requires excessive maintenance or has flaws in design or workmanship and repair or remedy is impractical or unfeasible;
53. The artwork has been damaged, and repair is impractical or unfeasible;

- 54. The artwork's physical or structural condition poses a threat to public safety;
- 55. No suitable site is available, or significant changes in the use, character, or design of the site have occurred that affect the physical or aesthetic integrity of the work;
- 56. Significant adverse public reaction has continued unabated over an extended period of time (at least five (5) years);
- 57. Deaccessioning is requested by the artist; or
- 58. The site and/or agency housing the work are undergoing privatization.

Gifts or Loans of Works of Art

Works of art proposed for donation or long-term (six (6) months or longer) loan to the City shall be carefully reviewed by the Arts Commission or by an ad hoc review committee in order to meet the following objectives:

- 59. To provide uniform procedures for the review and acceptance of gifts or loans of artworks to the City;
- 60. To vest in a single agency the responsibility of ensuring the management and long-term care of the donated works of art;
- 61. To facilitate planning for the placement of artworks on City-owned property;
- 62. To maintain high artistic standards for artworks displayed in City facilities; and
- 63. To provide appropriate recognition for donors of artworks to the City.

Review Criteria for Gifts or Loans of Works of Art

Aesthetic considerations: To ensure artworks of the highest quality, proposed gifts or long-term loans of works of arts should be accompanied by a detailed written proposal and concept drawings of the proposal, and/or photographs of an existing artwork, documentation of the artist's professional qualifications and, if needed, a current certified appraisal of the worth of the artwork.

Financial considerations: Based on the cost of installation, the proposal should identify sources of funding for the project, and the estimated cost of maintenance and repair over the expected life of the artwork. A legal instrument of conveyance of the work of art should be executed between the City or the County and donor.

Liability: The proposal should discuss susceptibility of the artwork to damage and vandalism, any potential danger to the public, and any special insurance requirements.

Environmental considerations: The proposal should address appropriateness of the artwork to the site and the scale of the artwork in relation to its immediate context.

Maintenance: Where appropriate, the City should request that the donor provide an endowment for the long-term maintenance and conservation of the donated art.

Proposed artwork donations shall be reviewed by the Arts Commission. Donation proposals shall be accompanied by the following information:

64. Slides, photos, or a model of the proposed work;
65. Biography of the artist;
66. Proposed site and installation plans;
67. Cost of the artwork and budget for installation;
68. Information for giving acknowledgement of the donor; and
69. Maintenance requirements for the artwork.

Exceptions to the Review Process for Gifts or Loans of Works of Art

Gifts of state presented to the City by foreign governments or by other political jurisdictions of the United States – municipal, state or national – which may be accepted by the City Council or City administration on behalf of the City shall be reviewed as follows:

70. Permanent placement of artworks of substantial scale, suitable and accessible for public display, shall be determined jointly by the appropriate City department and the Arts Commission.

71. Appropriate recognition and publicity shall be the responsibility of the City site agency or department with jurisdiction over the site of permanent placement of the artwork(s), with advance notification of the Arts Commission.

72. If not provided by the donor, maintenance of the artwork(s) shall be the responsibility of the site agency or department with jurisdiction over the site, in consultation with the Arts Commission.

Artworks proposed for long-term loan (one (1) year or more) to the City shall be subject to the same considerations outlined above. Artworks proposed for placement in private offices or in non-public areas of City facilities shall not be subject to Arts Commission review.

Conservation and Maintenance of the Public Art Collection

The Arts Commission shall regularly survey the entire Public Art Collection in order to meet the following objectives:

73. To provide for the regular inspection of public works of art

74. To establish a regular procedure for effecting necessary repairs to public works of art

75. To ensure regular maintenance of public works of art

76. To ensure that all maintenance of public works of art are completed with the highest standards of professional conservation

Responsibilities

The *Artist* shall:

- 1) Guarantee and maintain the work of art against all defects of material or workmanship for a period of one year following installation, subject to the terms of the artist's contract;
- 2) Provide the public art program with drawings of the installation and with detailed instructions regarding routine maintenance of the artwork; and
- 3) Be given the opportunity to comment on, and participate in, all repairs and restorations that are made during his or her lifetime.

The *Site Agency* shall:

- 1) Be responsible for routine maintenance of artwork, upon the advice of the public art staff, and shall perform all maintenance work in a manner that is consistent with conservation requirements supplied by the artist;
- 2) Be responsible for reporting to the Arts Commission any damage to a work of art at a site over which it has jurisdiction;
- 3) Not intentionally destroy, modify, relocate or remove from display any work of art without prior consultation with the Arts Commission; and
- 4) Not effect any non-routine maintenance or repairs to artworks without prior consultation with the Arts Commission.

The Arts Commission shall:

- 1) Be responsible for conducting a comprehensive maintenance survey of the public art collection at least once every five years. This survey shall include a report on the location and condition of each work, prioritized recommendations for the restoration or repair or maintenance of works of art, and estimated costs.
- 2) Recommend, for those works designated in need of attention/restoration on the condition report, that
 - a) No action be taken;
 - b) Staff work with the site agency to ensure the work is properly restored;
 - c) The site agency makes the necessary repairs, in whole or in part, or suggest means of accomplishing restoration;
 - d) A professional conservator be engaged to evaluate the condition of the work further, or effect repairs to the work;
 - e) The artist be asked to repair the work for a fair market value fee; or
 - f) The work of art be considered for deaccessioning.

Public-Private Development Projects

Development and redevelopment projects by a private developer shall be administered under the same guidelines as public sector projects.

Program Policies

Artist Rights

The Arts Commission is committed to a climate wherein artists will thrive and receive the economic benefits of, and recognition for, their work. For that reason, it is important that artists retain reasonable control of the integrity of their artworks and that artists receive equitable compensation for their creative endeavors.

Policy: The Arts Commission seeks to assure the following rights to artists, which shall be embodied in artist contracts for the commissioning or purchase of works of art.

77. Recognizing that successful public art is generally inseparable from the site for which it is created, the Arts Commission shall endeavor to ensure that City departments or site agencies do not move or remove an artwork unless its site has been destroyed, the use of the space has changed, or compelling circumstances arise that require relocation of the work of art. Any such actions should be reviewed by the Arts Commission prior to being undertaken. Should it become necessary to move or remove an artwork, the Arts Commission shall make reasonable efforts to consult with the artist before effecting any removal or relocation. However, the Arts Commission and the City reserve the right to move or remove the artwork without notification in emergency situations where an immediate threat to property or public safety is present. In all instances, the Arts Commission will act within the provisions of the federal Visual Artists Rights Act.

78. Recognizing the importance of preserving the integrity of an artwork, the Arts Commission shall seek to ensure that City/County departments or site agencies do not intentionally alter, modify or destroy an artwork. Nevertheless, if an artwork is significantly altered, modified or destroyed, whether intentionally or unintentionally, the artist shall have the right to disclaim authorship of the artwork. Should an artist choose to exercise this disclaimer, the Arts Commission shall, upon request by the artist, officially request that the City department or agency remove any plaques, labels or other identifying materials that associate the work with the artist.

79. The integrity of an artwork depends upon regular conservation and maintenance. The Arts Commission is committed to the periodic inspection of the artworks in the Collection and to make reasonable efforts to ensure that each artwork is properly and professionally maintained.

80. The Arts Commission agrees to make its best effort to ensure that all maintenance and repairs to works of art are accomplished in accordance with any maintenance and repair instructions the artist has provided to the Arts Commission at the time of accession and that all such maintenance and repairs adhere to the highest professional standards of artwork conservation. The Arts Commission shall make reasonable efforts to notify the artist before City/County departments or site agencies undertake repairs or restorations to the artwork during the lifetime of the artist. Where practical, the Arts Commission shall seek to ensure that the artist be consulted and given an opportunity to accomplish the repairs or

restorations at a reasonable fee. The Arts Commission and the City department or site agency reserve the right to make emergency repairs without prior notification to the artist.

81. The artist retains all copyrights associated with works of art accessioned by the Arts Commission, including those acquired for the City. The Arts Commission agrees that it will not copy or reproduce the artwork in any way, or permit third parties to do so, without prior written permission of the artist. Notwithstanding this policy, the Arts Commission and the City reserve the right to make photographs or other two-dimensional representations of the artwork for public, noncommercial purposes such as catalogues, brochures and guides.

Artistic Freedom of Expression

The Arts Commission recognizes that free expression is crucial to the making of works of art of enduring quality. At the same time, public art must be responsive to its immediate site in community settings, its relatively permanent nature and the sources of its funding.

Policy: It is the policy of the Arts Commission to encourage free expression by artists participating in the public art program, consistent with due consideration of the values and aspirations of the residents of East Point. Community representatives will be invited to serve on artist selection panels to ensure discussion of community sensibilities. Artists selected to participate in the program will be encouraged to engage the community directly in the process of developing their artistic concepts and designs.

Community Participation and Outreach

The purpose of the public art program is to serve the residents of East Point. By building a regular program of education and promotional activities, a sense of community ownership can be instilled and cultivated. Such activities can generate broader community appreciation of public art and recognition of the role of public art in reflecting the community's values.

Policy: The Arts Commission shall make community participation a part of each public art project, as well as the program as a whole. To meet this goal, the commission will activate community-based advisory committees, community representation on artist selection panels and artist interaction with the community. The Arts Commission will develop a comprehensive approach to educational outreach concerning the public art program. Elements of this ongoing educational policy shall include programs in the public schools and special events, such as exhibitions, public art tours, artist-in-residence programs, education and/or school programs, publications, brochures, films and videos, and public meetings. In addition, avenues such as print/broadcast media and social media will be cultivated in order to give access to the widest possible audience.

Conflicts of Interest

The Arts Commission recognizes that it is essential for local artists and other related professionals to serve as members of the Arts Commission, its subcommittees, and selection panels. It further recognizes that artists and other related professionals may have a real or perceived conflict of interest when serving in such a capacity while competing for projects. In general, a conflict of interest may arise whenever a Commission, advisory committee

or panel member has a financial, familial or romantic relationship that would make it difficult to render an objective decision or create the perception that a decision might be problematic. A conflict may also arise whenever a Commission or artist selection panel member possesses inside information or has a role in the decision-making process that could influence the outcome of a public art process or project. Therefore, the Arts Commission has established policies to govern service on the Commission and its panels.

Policy:

Members of the Arts Commission:

- 1) Must disclose any real or potential conflict of interest;
- 2) Are not eligible for any competition, commission, or project during his or her tenure on the Arts Commission;
- 3) Must withdraw from participating or voting on any competition, commission, or project for which any family member or any business associate has any financial interest or personal gain;
- 4) Are ineligible for participation in any competition, commission or project of the Arts Commission for a period of one year following the end of an individual's term on the Commission; and
- 5) Are ineligible for any competition, commission, or project on which he/she voted during service on the Commission, regardless of the length of time elapsed following Commission service.

Members of Artist Selection Panels:

- 1) Must disclose any real or potential conflict of interest;
- 2) Must withdraw from participation, discussion and voting on any artist who is a family member or business associate, or with whom the panel member has a gallery affiliation; and
- 3) May not enter any competition, commission or project on which he or she is serving as a panelist or advisory committee member.

Liability Insurance and Performance Bonds

The Arts Commission recognizes that the cost of insurance, particularly liability insurance and performance bonds, is prohibitively expensive for professional visual artists. Inevitably, any insurance requirement to artists creating public artworks means that these costs would be passed on to the City in the form of increased fees for the artwork or a smaller portion of the project budget allocated to the art.

Policy: The Arts Commission shall endeavor to seek alternatives to liability insurance and performance bonds, which are often difficult or unreasonably expensive for an artist to obtain. Whenever possible, arrangements shall be sought to cover the artist's liability under the underlying capital project's umbrella insurance programs, which generally cover all work being performed by contractors and subcontractors on the project site, or to arrange coverage for the artist and artwork under the insurance of the general

contractors for the project. The artists shall be liable, in every instance, for their own negligent acts or omissions. Artists may be required to have their drawings, plans, specifications, fabrication techniques and installation methods reviewed by licensed Georgia engineers for structural and/or mechanical integrity. The Arts Commission will, if warranted by a particular project, engage engineers to verify project designs and installations.

Local Versus Non-Local Artists

The Arts Commission recognizes that, while the primary objectives of the public art program are the enhancement of public spaces in the City for the general benefit of its citizenry, a public art program can also be an important tool in developing the community of artists who reside in the city, county and region.

Policy: The Arts Commission shall endeavor to maintain a balance, over time, in the number of contracts awarded to local, regional and national artists for art projects. Factors such as the size of the public art project, the level of visibility of the public site and the availability of outside funding all may influence the decision on the part of the Arts Commission to seek artists from a local, regional or national pool of artists. The long term goal of the Arts Commission is to ensure that a share of public art projects be awarded to local and regional artists.

Collection Diversity

The Arts Commission desires to create a public art collection that is diverse and includes artworks of numerous styles and media. Therefore, it is important that many artists have an opportunity to participate in the program.

Policy: Artists who have received a commission or purchase for over \$25,000 cannot be considered for another commission or purchase for 3 years after the date of a signed contract or letter of agreement. City staff, Arts Commission members, and their immediate families are not eligible for this program.

Non-discrimination

The Arts Commission recognizes the extraordinary diversity of residents of East Point and seeks to be inclusive in all aspects of the public art program.

Policy: The Arts Commission will not discriminate against any artist or other program participant based on race, creed, religion, gender, sexual orientation, national origin, or disability status.

Public Art Project Milestones

Project Identification

1. Meet with the Finance Department to determine available public art funds for the project
2. Meet with the Finance Department to receive information about the capital improvement project

3. Present proposed project to the Arts Commission, recommending siting, budget, theme and other parameters
4. Identify and confirm members of the Artist Selection Panel
5. Convene Art Selection Panel meeting #1 in a community setting in the vicinity of the proposed project to receive community input

Artist Selection

1. Develop and distribute the Request for Qualifications, requiring:
 - a. Description of the capital improvement projects
 - b. Media, theme, budget, etc.
 - c. Project timeline/schedule
 - d. Artist qualifications
 - e. Relevant information – images of past work, etc.
2. Receive/screen artist submittals of qualifications
3. Art Selection Panel meeting #2
 - a. Review and discuss artist submissions
 - b. Select artist finalists for interview
4. Notification of artists regarding Panel decisions
5. Artist Selection Panel #3 to interview artist finalists and choose project artist
6. Present selected artist to Arts Commission for review and approval
7. Present artist project to City Council for approval
8. Negotiate contract with artist

Public Art Design Phase

1. Issue notice to proceed for artwork design
2. Artist meeting with City staff, project architect, etc.
3. Artist community meeting, if appropriate
4. Artist develops preliminary design
5. Art Selection Panel meeting #4 to review/approve design
6. Artist design presented to Arts Commission for approval

Artwork Fabrication Phase

1. Issue notice to proceed for artwork fabrication
2. Schedule project milestones and progress payments
3. Make artist studio visits, as appropriate

Artwork Installation

1. Work with artist to prepare artwork installation plans
2. Coordinate with City project manager for site preparation and installation schedule
3. Prepare plaque or other identifying information
4. Coordinate installation of artwork
5. Receive from artist as-built drawing, information on artwork materials and fabrication methods, and maintenance instructions
6. Accession the artwork into the City Art Collection
7. Coordinate ribbon-cutting or community celebration

APPENDIX

1. Draft Public Art Ordinance
2. Public Art Collection Accessioning Procedures
3. Artist Maintenance/Materials Worksheet
4. Sample Request for Qualifications
5. Application to Serve on the Arts Commission
6. Sample Artist Contract

Appendix 1. Draft Public Art Ordinance

Chapter X – PUBLIC ART

Sec. XX-XXXX. - Purpose and findings.

(a) *Purpose.* The article is enacted for the following purposes:

1. To enhance the quality of life in the City;
2. To enhance the built environment in the City;
3. To revitalize the City's neighborhoods
4. To expose the City's residents and visitors to high quality art in public spaces;
5. To prevent the destruction of the natural beauty and environment of the City;
6. To improve the image of the City, regionally and nationally;
7. To provide opportunities for local and regional artists; and
8. To develop policies, guidelines and procedures for the management of the City's public art program.

(b) *Findings.*

1. Over the past forty years, more than 700 U.S. cities and counties have developed percent for art programs to provide aesthetic enhancement of the built environment.
2. As part of the development of the City's Public Art Master Plan, residents of East Point were surveyed to determine their views on public art.
3. Public art can promote a positive image of the City and can instill pride by the residents of East Point.
4. Public art can promote economic development and improve property values.
5. Public art can improve the aesthetic environment and the quality of experience of the built environment, enhancing the quality of life for residents and visitors.
6. Public art can mitigate the undesired sense of uniformity and loss of human scale and orientation.
7. Public art in private development will mitigate the impacts of private development on East Point's neighborhoods and communities.
8. An Arts Commission would be the best structure to advise on the public art program and to advise the City Council on matters relating to public art.

Sec. XX-XXXX. - Definitions.

For the purposes of this chapter, the following definitions shall apply:

Public Art: Works of visual art in a variety of media produced by professional visual artists. The public art program, over time, should encompass a broad range of expression, media and materials. Artworks may be permanent, temporary or functional. Artworks may include painting, sculptures, prints, photographs, video or digital media, ceramics, fiber works, craftworks, glass, light projections, functional elements if designed by a professional artist, or

such other visual art media as shall be deemed appropriate by the Arts Commission. Public Art shall not include artworks designed by the capital project designers or engineers, mass produced artworks or artworks produced by students as part of educational coursework.

Eligible Capital Improvement Project: The Public Art calculation shall apply to City capital improvement projects, including the construction or renovation of any building, decorative or commemorative structure, park, parking lot, roadway or streetscape, bridge, viaduct or pedestrian overpass, above grade utility, waterway or causeway, bikeway, trail and any of numerous other projects that may be designated by the City Council, irrespective of the source(s) of funding. Eligible Capital Construction costs shall mean the total capital project appropriate, including engineering and design, less demolition, real property acquisition and environmental remediation costs.

Eligible Private Development Project: Any private real estate project within East Point to develop commercial, industrial or multi-family residential property. It shall not include single-family dwellings or multi-family dwellings of four or fewer units.

Arts Commission: A standing commission created by the East Point City Council for the purpose of advising the City Council on matters relating to arts and culture, public art and aesthetics.

City Art Collection: The works of art owned and managed by the City of East Point.

Annual Public Art Work Plan: A City staff and Arts Commission developed plan for the City's public art program for the upcoming year, including eligible capital improvement projects, and approaches, budgets and sites for public art. This Plan will be reviewed and approved annually as part of the City's annual budget process.

Section XX-XXXX: Arts Commission

- (a) An Arts Commission is hereby established.
- (b) The existing Cultural Enrichment Commission is abolished.
- (c) The Arts Commission shall consist of nine members who are residents of the City of East Point.
- (d) Arts Commission members shall be appointed by the City Council through a formal application process.
- (e) All members shall be either of acknowledged accomplishment in one or more of the following fields: architecture, art criticism, art history, choreography, crafts, drama, landscape architecture, literature, music, painting, photography and sculpture; or they must have demonstrated a deep interest and appreciation of cultural and artistic activities.
- (f) The commission shall have the following nonexclusive functions, powers, and duties:
 - 1. Encourage the full artistic life of the City's culturally diverse community and the beautification of the City.
 - 2. Advise the City Council on all matters affecting the arts and the beauty of the City, including the development, organization and operation of City arts programs and facilities.
 - 3. Establish an effective liaison between the City and the arts community, assess the needs of the arts community and recommend to the City Council measures to promote the strength and cultural diversity of arts organizations.

4. Develop and periodically update public art program policies and guidelines for City Council review and approval.
5. Advise the City Council on appropriate policies and procedures for the distribution of City funding for the arts and make recommendations to the council respecting grants and other funding to arts organizations.
6. Advise the City Council in coordination with appropriate boards and commissions on all matters related to public art, including the acquisition and placement of works of art as well as the maintenance, removal, relocation or alteration of existing works of art in the City's possession, and perform all duties with respect to the public art program.
7. Examine every two years the condition of the City's art collection and report to the council with recommendations for its care, maintenance and improvement.
8. Develop on a yearly basis an annual public art work plan for the upcoming year and submit this Plan to the City Council for review and approval.
9. Render advice and assistance in the fields of art, aesthetics and beautification to other City boards and commissions.
10. Establish an effective liaison and cooperation between the City's arts program and the programs of adjacent communities, the county, the region, the state and the nation.

Section XX-XXXX: Public Art in City Capital Projects

(a) A City Public Art Program is hereby established.

(b) Sources of Public Art Funds

1. Appropriations for Eligible Capital Improvement Projects, including eligible bond projects, eligible grant-funded projects and other capital projects funded from other sources, shall include an amount equal to two percent (2%) of the total eligible construction costs, to be used for artist design services and for the selection, acquisition and display of public art, for related education programs, for the maintenance of the City Art Collection, and for the administration of the public art program. Notwithstanding this provision, the City Manager may recommend less than two percent, should budgetary considerations or other circumstances warrant.
2. Funds appropriated for one (1) capital improvement project, but not deemed necessary or appropriate by the City Council in whole or in part for that project, may be expended on other public art projects approved under the Annual Public Art Plan, subject to any bond restrictions, legal or grant restrictions.
3. In the case of any City capital project that involves the use of grant or City bond proceeds issued after the effective date of this ordinance, the amounts for artist design services and artwork shall be used for projects and capital purposed consistent with state and federal laws, the bond resolutions and/or ordinances approved by the City Council, as applicable. All capital improvement bond ordinances, resolutions or grant applications approved after the effective date of this ordinance shall make specific reference to the provisions of this ordinance.
4. Unless restricted by the City Council, any applicable bond resolution or ordinance, local, state, or federal law, or the conditions of any grant authority, funds generated under this ordinance may be

pooled and expended on any City public art project, subject to the approved Annual Public Art Plan. Pooled monies may be used for seeking money for artists' fees to initiate partnerships with private and other public entities to provide public art and design enhancements in East Point, pursuant to an agreement approved by the City Council.

5. All City agencies shall, from the effective date of this ordinance, include in all applications for funding for capital improvement to outside granting organizations or governmental agencies, an amount equal to two percent (2%) of eligible construction costs for artist design services and artworks as specified herein.
6. Any gifts of artwork or gifts of money for artworks shall be utilized in accordance with the City Council approved public art program guidelines.

(c) Uses of Funds

1. Funds appropriated under this ordinance may be used for artist design services, for the development of design concepts and models, for the acquisition, purchase, commissioning, placement, installation, exhibition and display of artworks. Artworks may be temporary or permanent, may be integral to the architecture or may be incorporated into the City's capital construction projects. Integration of the artists' designs into the project architecture should be ensured, insofar as is feasible, by the concurrent selection of the artist(s) with the architect or project designer.
2. Public art funds may be utilized for artist fees and travel, artwork design and fabrication and installation of public art. Public art funds may not be used for associated utilities and landscaping on or around the public art.
3. Up to fifteen percent (15%) of the public art funds may be used for costs related to the management and administration of the public art program. These costs may include staffing, supplies, artist(s) selection, community participation, publicity, community education, Art Collection documentation, and other such uses as may be deemed appropriate.
4. Ten percent (10%) of the public art funds are to be reserved in a separate revolving funds dedicated to the maintenance and conservation of the Art Collection. These funds should not be used for routine maintenance such as cleaning; any maintenance or repair of an artwork shall have the prior approval of the Arts Commission.

Section XX-XXXX Public Art in Private Development Projects

- (a) A public art in private development program is hereby established.
- (b) Future private development or redevelopment in East Point will be required to expend at least two percent (2%) of the construction costs for the commissioning or acquisition of public art for the public spaces in or around the development projects. Private development public art projects shall include commercial, industrial and multi-family real estate projects. It shall not include single-family dwellings or multi-family residential dwellings of four or fewer units. The public art calculation shall not be applied to tenant improvements.

- (c) The two percent (2%) public art calculation shall apply to the total project permit valuation, less demolition, land acquisition and/or environmental remediation
- (d) Private developers may commission or purchase art for installation on or around the site of the projects or may pay an in-lieu fee of one and one-half percent (1.5%) to the City for the purpose of placing public art around the City.
- (e) Private developers may expend up to fifteen percent (15%) of the public art funds for management of the public art project in their development for artist selection and installation. Alternatively, the developer may contract with the East Point Arts Commission to manage the public art project artist selection and installation.
- (f) Public Arts Commissioned by the private developer shall conform to the definitions and other applicable elements embodied in this ordinance.
- (g) For public art proposed for on-site installation in a private development, the developer shall present the proposed public art project to the Arts Commission for review and approval.
- (h) The private developer or subsequent owners of the real estate shall be responsible for the ongoing maintenance and conservation of the public art on or around the development.

Sec. XX-XXXX. - Severability.

Should any article, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, such action shall not affect the validity of the ordinance as a whole or any part hereof other than the part so declared to be invalid, it being the intent of the City Council of East Point that each article, clause and provision hereof be severable.

Appendix 2. Public Art Collection Accessioning Procedures

This procedure should be followed for each work of art as it is received into the City Art Collection.

1. Fill out **INVENTORY CARDS**
 - a. Make out one card for each artwork.
 - b. Assign an EPAC (East Point Art Collection) number: EPAC plus year plus sequential number of that artwork in that year. Thus, the first artwork acquired in 2019 would have the following accession number EPAC 2019 -1, the second would be EPAC 2019-2, and so forth.
 - c. If there are several pieces of art in a series, assign one number for the entire series and give each separate piece an a, b, c, etc. Thus, if the fourteenth work acquired in 2019 were a series of three prints, they would be assigned the following accession numbers: EPAC 2019 -10a, EPAC 2019-10b, and EPAC 2019-10c.
2. One inventory card should be filed alphabetically by the artist's last name. A second inventory card should be filed numerically by EPAC number. This will allow easy access to information about works in the collection.

INVENTORY CARD

| | |
|--------------------|--------------------|
| Artist Last Name: | EPAC number: |
| | |
| Artist First Name: | Phone: |
| | |
| Address: | Email: |
| | |
| | |
| Gallery/Agent: | Phone: |
| | |
| Title of Artwork: | Medium (materials) |
| | |
| Title of Artwork: | Dimensions: |
| | |
| Installation site: | |
| | |

| | |
|--------------------------------------|----------------|
| Current Location of the Art: | |
| | |
| Date Created: | Date Acquired: |
| | |
| Last Condition Report or Maintenance | |
| | |

2. LABEL

- a. Prepare one label for each artwork.
- b. Attach to back of artwork, under base or other appropriate location.

| | |
|---|------------------|
| EAST POINT ART COLLECTION | EPAC NUMBER |
| | |
| ARTIST NAME: | DATE: |
| | |
| TITLE OF ARTWORK: | MEDIUM/MATERIALS |
| | |
| | |
| | |
| SPECIAL INSTRUCTIONS: | |
| | |
| | |
| WARNING: Before moving or maintaining this artwork, contact the East Point Arts Commission. | |

3. WALL TAG

- a. Prepare one wall tag for each artwork to be installed indoors.
- b. Place under plexiglass cover of same dimensions and tack to wall with brass nails.
- c. Engraved brass plaques can be used for important, permanent artworks.

| |
|----------------------------------|
| Artist: |
| Title: |
| Medium: |
| Date: |
| East Point Art Collection |

4. PLAQUE

- a. Plaque should be cast in bronze with raised letters.
- b. Plaque should be placed in a prominent location at the base of, or near the artwork, but never on the artwork itself.

| |
|----------------------------------|
| Artist: |
| Title: |
| Medium: |
| Date: |
| East Point Art Collection |

5. SLIDES/PHOTOGRAPHIC DOCUMENTATION

- a. At least two slides should be produced for each artwork.
- b. At least two 8" X 10" black and white glossy photographs should be produced for each artwork.

6. MATERIALS AND MAINTENANCE INSTRUCTIONS

- a. Every artist should complete a detailed materials and maintenance worksheet before the final payment on the artist's contract is issued.
- b. A permanent record of this worksheet should be retained.

7. MASTER LEDGER

- a. Record the acquisition in a permanent master ledger.

8. ARTIST FILE

- a. Create an artist file with artist resume/biography, address, current contact information and any other relevant documents (such as publicity concerning the project).

Appendix 3. Artist Maintenance/Materials Worksheet

This worksheet should be completed by the artist for each artwork as it is accessioned into the City Art Collection.

| | |
|--|-------|
| Artist: | Date: |
| Artist Contact: | |
| Title of Artwork: | |
| Media: Specific materials used (brand names and type of all materials, i.e., type of paper and fiber content, metal alloy, chemical composition of patina, etc.) | |
| Specific techniques used in fabrication of the artwork (i.e., air brush painting, lost wax casting, TIG welding, etc.) | |
| Fabricator name and contact information (if other than the artist) | |
| Installation materials and techniques (Attach as-built drawings as appropriate) | |
| Recommended maintenance procedures (Be as specific as possible about techniques and materials) | |
| Cautions regarding maintenance, handling, etc. | |
| Other relevant information: | |

Appendix 4. Sample Request for Qualifications

Project: (Facility Name)
(Address)

Site Description: this section should describe the general public purposes of the facility or site and should also describe in specific detail the activities or operations that will take place once the capital improvement project is completed. It should note the level of public access, the estimated number of persons projected to use the facility, number and nature of employees, operating hours, nature of clientele, any unusual characteristics, etc.

The general location of the site should be described: type of neighborhood, urban design considerations, approaches to the site, visibility, etc.

Specific plans for the site should be described to the extent that they have been developed. The architectural or engineering program should be attached, along with conceptual designs or schematics, if available.

Current Status of the Project: Should note whether the project has been funded or appropriated, source of funding, status of architect or engineering design consultant selection. Identify other design consultants if they have been selected.

Timetable: Project the overall time table for the project (schedule for conceptual design, schematics, working drawings, bidding/contract award, construction, facility opening) with particular note of those periods during which artist involvement would be required. Also, note, if possible, the level of artist commitment required during each time period (i.e., 50%-time, full time, etc.)

Artist Project Description: This section should describe in detail the expected scope of services of the artist. Will the artist be a member of the project design team? What will the artist's relation to the architect be? Sub-contractor? Co-equal designer? With whom has the artist contracted? (Usually the City of East Point.) Will the artist be working on the overall design, or specific elements of the architecture; typical elements, such as fixtures and furnishings; or separate and distinct artworks? How will design issues be resolved during the course of the project?

If the project is for the creation of a specific artwork, the nature of the desired artwork should be described here. For example, if you are looking for an artist to create a stained glass window, then the dimensions of the opening(s), structure considerations, related design elements, etc., should be detailed.

Project Budget: This section should state the budget available for the artwork. Any limitations should be stated here. For instance, if the artist's fee is limited to 15 or 20% of the budget for design, with the remainder for the actual fabrication and installation of the artwork, that should be stated here. This section should also indicate whether the budget is inclusive of travel, overhead, insurance, site preparation, lighting and utilities, installation, etc.

Project Selection Panel: This section should identify the members of the section panel that will be choosing the artist(s) who will be recommended for the project.

Selection Process: This section should outline in some detail the process for the selection of the artist, including what the artists are being asked to submit, whether travel and honoraria will be offered to artists invited for an interview, whether the artists will be asked to submit an actual design concept, etc. Typically, artists will be asked to submit images of previous artwork and information about those artworks, a professional resume, references, and a brief statement of their response to the challenge presented by the project, not to exceed two pages. Artist finalists will generally be selected for an interview with the Project Selection Panel and/or to prepare a proposal for the project. Artists who are asked to prepare a proposal or design concept will normally be paid a small honorarium. The selection panel should always reserve the right to reject all proposals or applicants.

Pre-submittal Conference/Site Visits: This section should be included if there is an opportunity to visit the project site prior to submittal, or whether there is a mandatory or optional pre-submittal meeting. If so, this section should indicate the time, date and location of the meeting, as well as a contact person. It should state whether attendance at the pre-submittal meeting by telephone or video conference is available.

Deadline: This section will contain the time and date by which the submittals are due, and whether this is a postmark deadline of a time by which the submittal must be physically received. It should state that submittals received after the deadline will not be reviewed. This section should also indicate when artists might expect to receive notice about the project.

Disposition of Submittals: This section should indicate that submittals will not be returned, unless they are accompanied by pre-paid shipping materials.

Contact Information: This section should identify the contact information for the person responsible for managing the artist selection process.

Submittal Instructions:

This section will contain specific instructions regarding the artist submittals. It might contain, for instance, the following instructions:

- a. Entries will be accepted in two-dimensional form only.
- b. Submit: 1) up to twenty images (slides or photographs) of recent representative artworks (may be in digital form), annotation sheet for the images, current professional resume, relevant references, and a maximum two-page response to the opportunity or challenge presented by the work. Ten copies of all written documents should be submitted.

- c. It should be emphasized that specific design concepts or proposals are not requested at this time and will not be reviewed.
- d. Include a self-addressed, stamped envelope with sufficient postage to cover the return of visuals. Only slides, photographs or digital media will be returned.
- e. Every item in the submittal should be labeled with the artist's name. Images should indicate the artist's name, title of the work, the medium, dimensions and date of creation.
- f. Artists whose work, by its nature, cannot be shown through the media of slides or photographs should communicate with the project manager to make special arrangements.
- g. All materials should be contained within a single envelope not to exceed 16" X 20". Only one submittal per envelope.
- h. Submittals should be addressed to:
 - 7. (Project Name)
 - 8. Public Art Project
 - 9. RE: RFQ reference number, if one has been assigned
 - 10. City of East Point
 - 11. (Address)
- i. While every precaution will be taken to prevent loss or damage to submittals, the City of East Point, its Arts Commission, its staff, and artist selection panels assume no responsibility in the case of loss or damage to the items submitted.
- j. All artists who submit for this project will be notified by mail or email of the selection panel's decision. No information will be released by telephone.
- k. Artists who wish to be notified that their submittal has been received should include a stamped, self-addressed post card that will be sent upon receipt of the submittal.

Appendix 5. Application to Serve on the Arts Commission

Any resident of East Point may apply to serve on the Arts Commission. Applications will be reviewed by the City Manager to determine which applicants meet the stated qualifications. The City Manager shall submit qualified applicants to the City Council for appointment to the Arts Commission.

Application for Appointment to the City of East Point Arts Commission

The City of East Point seeks qualified applicants to serve on its Arts Commission. The Commission advises the Mayor and City Council on matters relating to the arts and cultural development of East Point. The Commission also advises City Staff and the Mayor and Council on the City's public art program. Applicants must be residents of the City of East Point and must possess demonstrated interest, knowledge and experience in the arts. Specifically, all Commission members should be of acknowledged accomplishment in one or more of the following fields: architecture, art criticism, art history, choreography, crafts, drama, landscape architecture, literature, music, painting, photography and sculpture; or related discipline, or they must have demonstrated a deep interest and appreciation of cultural and artistic activities. Commissioners will be expected to attend monthly meetings of approximately two hours.

Applications should be returned to: Office of the City Manager, City of East Point

2757 East Point Street, East Point, GA 30344

Name:

Address:

Telephone:

E-mail:

Background and experience in the arts or related fields:

(Attach resume or additional materials).

Briefly, why would you like to serve on the Arts Commission?

Appendix 6. Sample Artist Contract

AGREEMENT FOR COMMISSION OF PUBLIC ART WORK

AGREEMENT BY AND BETWEEN THE CITY OF EAST POINT, GEORGIA AND

THIS AGREEMENT, made and entered into this (____) day of (____) 2019, by and between the City of East Point (the "City") and the "Artist," residing at (address).

WHEREAS, the City is implementing a public art program by allocating certain funds for the placement of public art in public places; and

WHEREAS, percent for art funds have been allocated for the selection commissioning and placement of public art; and

WHEREAS, the Artist has been selected by the City to design, fabricate and install a public art work (the "Work") in a public space located at (specify location), described as set forth in Exhibit (#) hereto (the "Site");

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

ARTICE 1. SCOPE OF SERVICES

1.1 General

- a. The Artist shall perform all services and furnish all supplies, material and equipment as necessary for the design, execution, fabrication, transportation, and installation of the Work at the Site.
- b. The Artist shall determine the artistic expression, scope, design, color, size, material, (and location at the Site), subject to review and acceptance by the City as set forth in this agreement.

1.2 Proposal

- a. As promptly as possible after the execution of this Agreement, the Artist shall carry out such reasonable site inspections, interviews and research as may be necessary, including meetings with City staff and the project designers, in order to prepare a design proposal for the Work (the "Proposal"). The City shall make available to the Artist the necessary background materials, plans and information on matters affecting the Site and installation of the Work including, where applicable, a written program of requirements and specifications for the Work and the plans for the underlying capital project (the "Project"). It is the intent of the parties that the City and the Artist shall establish a close and cooperative consultation throughout the duration of this Agreement.

- b. The City will arrange for the Artist to meet with representatives of the community in order for the Artist to learn about any concerns they may have.
- c. If the inspections, interviews, research and meetings provided in paragraphs (a) and (b) require more than three (3) trips by the Artist to East Point before approval of the Proposal, the City shall promptly reimburse the Artist's reasonable travel and lodging expenses for additional trips.
- d. Within ninety (90) days after the execution of this Agreement, the Artist shall prepare and submit the Proposal to the City. The proposal shall specify materials, dimensions, weight, finish and preliminary maintenance recommendations and proposed installation method, and shall include such drawings, documents and/or models as are required to present a meaningful representation of the concept and design of the proposed Work. The Proposal shall include a budget, not to exceed \$(amount), that includes estimated costs for design, execution, fabrication, transportation and installation of the Work, and the Artist's fee.
- e. The City shall, within thirty (30) days following the next regularly scheduled Arts Commission meeting after submission of the Proposal, notify the Artist with a statement in writing whether it approves or disapproves the proposal. During this period the Artist shall be available as reasonably required to meet with the City to discuss the Proposal.
- f. If the City shall determine that the Proposal is disapproved, it shall provide the Artist with a statement in writing of its reasons for such disapproval. In such an event, the Artist will be afforded an opportunity either to submit a second Proposal for the Work within a reasonable period of time specified by the City, or to terminate the Agreement. Within thirty (30) days following such submission by the Artist, the City shall notify the Artist in writing whether it approves or disapproves the Proposal. If the City shall determine that the second Proposal is disapproved, it shall provide the Artist with a statement in writing of its reasons for disapproval, whereupon this Agreement shall terminate.
- g. In the event of termination of the Agreement pursuant to paragraph (f), the Artist shall retain the Proposals and all compensation theretofore paid and neither party shall be under any obligation to the other in respect of the subject matter thereof.

1.3 *Structural Design Review*

- a. Within (number) days after the City approves the Proposal, the Artist shall, after consultation and collaboration with the Project designer, submit to the City detailed working drawings of the Work and the Site, together with such other graphic materials as may be reasonably requested by the City in order to permit the City to carry out structural design review and to certify the compliance of the Work with applicable statutes and ordinances. Upon request by the Artist, the City (and the Project designer) shall promptly furnish all information, materials and assistance required by the Artist in connection with said submission.
- b. The City may require the Artist to make such revisions to the Proposal as are necessary for the Work to comply with applicable statutes, ordinances and regulations of any governmental agency having jurisdiction over the Project.
- c. The City may also request revisions for other practical (non-aesthetic) reasons.
- d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's loss of, or time required for, the performance of any services under this Agreement as a result of revisions made under this Section 1.3. Any claim of the Artist for adjustment under this paragraph must be asserted in writing within thirty (30) days after the date of the revision by the Artist.

- e. Within (number) days after its receipt of the Artist's submission pursuant to this Section 1.3, the City shall notify the Artist of its approval (or disapproval) of such submission and of all revisions made in the Proposal as a result thereof. Revisions made pursuant to this Section 1.3 shall become a part of the Proposal.

1.4 *Execution of the Work*

- a. After written approval of the submissions and revisions made pursuant to Section 1.3, the Artist shall furnish to the City a tentative schedule for completion of fabrication and installation of the Work, including a schedule for the submission of progress reports, if required by the City. After approval of the final Proposal, the City will issue to the Artist a written notice to proceed. The Artist shall fabricate, transport and install the Work in accordance to the approved schedule. Such schedule may be amended by written agreement between the City and the Artist.
- b. The City shall have the right to review and inspect the Work at reasonable times during the fabrication of the Work.
- c. The Artist shall complete the fabrication and installation of the Work in substantial conformity with the approved Proposal.
- d. The Artist shall present to the City in writing and other graphic form for further review and approval of any significant changes in the scope, design, color, size or materials of the Work not in substantial conformity with the approved Proposal.

1.5 *Delivery and Installation of the Work*

- a. The Artist shall notify the City in writing when fabrication of the Work is completed and ready for transportation and installation at the Site.
- b. The Artist shall deliver and install the Work at the Site in compliance with the schedule approved pursuant to Section 1.4.
- c. The City shall coordinate between the Artist and the Project Manager to determine the exact date and time for delivery and installation of the Work.
- d. The City shall be responsible for all expenses, labor and equipment to prepare the Site for the timely installation of the Work, including landscaping, footings, plumbing, public access, public security, necessary utilities and area and spot lighting of the Work.

1.6 *Post-installation*

- a. Within (number) days after the installation of the Work, the Artist shall furnish the City with the following:
 - 1) Two sets of images of the completed Work, in the form of slides or high-resolution digital media; 2) two sets of three different 8" X 10" glossy black and white photographs of the Work; and any as-built drawings of the completed Work as may be reasonably necessary.

- b. At the City's expense, the Artist shall be available as such time as may be agreed between the City and the Artist to attend any unveiling or ceremonies relating to installation of the Work. The City shall use its best efforts to arrange for appropriate publicity for the completed Work.
- c. Upon installation of the Work, the Artist shall provide the City written information regarding the fabrication and installation of the Work and instructions for appropriate maintenance and conservation of the Work.

1.7 *Final Acceptance of the Work*

- a. The Artist shall advise the City in writing when all services under this Agreement have been completed in substantial conformity with the proposal.
- b. The City shall notify the Artist in writing of its final acceptance of the Work.
- c. Final acceptance of the Work shall be effective as of the earlier to occur: 1) the date of the City's notification of final acceptance, or 2) the 30th day after the Artist has sent written notice to the City required under Section 1.7(a) unless the City, upon receipt of such notification and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the services that have not been completed.

1.8 *Risk of Loss.* The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance; except the risk of loss or damage prior to final acceptance during such periods of time as the partially or wholly completed Work is in the custody, control or supervision of the City or its agents for the purposes of transporting, storing, installing or performing any ancillary services to the Work.

1.9 *Indemnity*

- a. Upon final acceptance of the Work, the City shall, to the extent permitted by law, indemnify and hold harmless the Artist against any and all claims or liabilities then existing or arising after in connection with the Work, the Site, the Project or this Agreement, except claims by the City against the Artist and claims which may occur as a result of the Artist's breach of warranties provided in Article 4.
- b. During the fabrication and installation of the Work, the Artist shall indemnify and hold the City harmless against a claim or causes of action arising from the negligent actions or omissions of the Artist, or the Artist's employees or sub-contractors.

1.10 *Title.* Title to the Work shall pass to the City upon final acceptance.

1.11 *Ownership of Documents, Models.* Upon final acceptance of the Work, all studies, drawings, designs and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist. The City may select, and the Artist shall convey to the City, one of the original drawings submitted pursuant to Section 1.2, provided that such drawing will be used only for non-commercial purposes, such as public exhibition, and will be held by the City for permanent safekeeping. The City shall not sell or otherwise convey the drawing to another party without the express written permission of the Artist.

ARTICLE 2. COMPENSATION AND PAYMENT SCHEDULE.

2.1 *Fixed Fee.* The City shall pay the Artist a fixed fee of (\$), which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in the following installments, expressed as percentages of the fixed fee, each installment to represent full and final nonrefundable payment for all services and materials provided to the due date thereof:

- a. _____ percent (%) upon execution of this Agreement, recognizing that the Artist has already invested time and expense in preliminary design coordination with the City and other interested parties;
- b. _____ percent (%) within ten (10) days after the City notifies the Artist of approval of the Proposal;
- c. _____ percent (%) ten (10) days after the City notifies the Artist of its approval of the submission of detailed working drawings required under Section 1.3;
- d. _____ percent (%) within ten (10) days after the Artist notifies the City that the Work is fabricated and ready for installation at the site;
- e. _____ percent (%) within ten (10) days after final acceptance.

2.2 *Sales Tax.* Any sales use or excise taxes, or similar charges relating to services and materials shall be paid by the City.

2.3 *Artist's Expenses.* The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the costs of transporting the Work to the Site and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

ARTICLE 3. TIME OF PERFORMANCE

3.1 *Duration.* The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Work as proposed by the Artist and approved by the City pursuant to Section 1.4, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 *Construction Delays.* If, when the Artist completes fabrication or procurement of the Work in accordance with the approved schedule and notifies the City that the Work is ready for installation, the Artist is delayed from installing

within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to permit installation of the Work therein, the City shall promptly reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to reasonably permit installation of the Work.

3.3 *Early Completion of Artist Services.* The Artist shall bear any transportation and storage costs resulting from the Artist's completion of services hereunder prior to the time provided in the schedule for installation.

3.4 *Time Extensions.* The City shall always grant a reasonable extension of time to the Artist in the event of a delay on the part of the City in performing its obligations under this Agreement or in completing the underlying capital project, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4. WARRANTIES

4.1 *Warranties of Title.* The Artist represents and warrants that:

- a. The Work is solely the result of the creative effort of the Artist;
- b. The Work is unique and is an edition of one (1) unless otherwise specified in the Proposal;
- c. The Work does not infringe on any copyright or license;
- d. The Work, or a duplicate thereof, has not been accepted for sale or commission elsewhere; and
- e. The Work is free and clear of any liens or claims from any source whatsoever.

4.2 *Warranties of Quality and Condition.* The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Proposal pursuant to Section 1.2 that:

- a. The execution and fabrication of the Work will be performed in a professional and workmanlike manner;
- b. The Work, as fabricated and installed, will be free of any defects of material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work;
- c. The Work is free of any components or elements that could reasonably cause injuries to persons or damage to property; and
- d. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted to the City hereunder.

ARTICLE 5. INSURANCE

5.1 *General.* Insert standard City insurance requirement here. Note: Artists should not be required to provide professional liability insurance, as it is prohibitively expensive for artists. General liability and automobile liability insurance should be required.

5.2 *Performance Bonds.* The Artist shall not be required by the City to post any performance bonds or similar undertakings; any requirement of any other authority for performance bonds shall be the responsibility of the City.

ARTICLE 6 REPRODUCTION RIGHTS

6.1 *General.* The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. section 101, *et. Seq.* and all other rights in and to the Work except ownership and possession, except as such rights are by this Section 6.1. In view of the intention that the Work in its final form is intended to be unique, the Artist will not make any additional exact duplicate, three-dimensional reproductions of the Work, nor shall the Artist grant permission to others to do so, except with the written permission of the City. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, and catalogues or other similar publications, provided that this license is exercised in a tasteful and professional manner.

6.2 *Notice.* All reproductions by the City shall contain a credit to the Artist and a copyright notice in the following form: (Copyright symbol) Artist's name (date of publication) All rights Reserved.

6.3 *Credit to the City.* The Artist will use the Artist's best efforts to give a credit reading substantially, "an original work owned and commission by East Point, GA" in any public showing under the Artist's control of reproductions of the Work.

6.4 *Registration.* The City shall, at its expense, cause to be registered, with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

ARTICLE 7. ARTIST'S RIGHTS

7.1 *Identification.* The City shall, at its expense, prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, a plaque identifying the Artist, the title of the Work and the year of completion, and shall reasonably maintain such notice in good repair against the ravages of time, vandalism and the elements, and shall promptly replace the plaque should it be stolen.

7.2 *Maintenance.* The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably ensure that the Work is properly maintained and protected, taking into account the instructions the Artist provided in accordance with Section 1.6, and shall reasonably protect and maintain the Work against the ravages of time, vandalism and the elements.

7.3 *Repairs and Restoration.*

- a. The City shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist will have the right to approve all repairs and restorations, provided, however, that the Artist shall not unreasonably withhold approval for any repair or restoration of the Work. If the Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs or restorations and shall be paid a reasonable fee for any such services, provided that the City and Artist shall agree in writing, prior to the commencement of any significant repairs or restoration, upon the Artist's fee for such services.
- b. All repairs and restorations shall be made in accordance with recognized principles of conservation.

7.4 *Alteration of the Work or of the Site*

- a. The City agrees that it will not intentionally damage, alter, modify or change the Work without the prior written approval of the Artist, nor will the City permit others to do so.
- b. The City shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work and shall consult with the Artist in planning the execution of any such alteration, and shall make a reasonable effort to maintain the integrity of the Work.
- c. Nothing in this Section 7.4 shall preclude any right of the City 1) to remove the Work from public display, or 2) to destroy the Work. If the City shall at any time decide to destroy the Work, it shall by written notice to the Artist offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist, except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction.

7.5 *Permanent Record.* The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Work.

7.6 *Artist's Address and Contact Information.* The Artist shall notify the City of changes in the Artist's address and contact information. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of this Article 7 that require the express approval of the Artist. Notwithstanding this provision, the City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

- 7.7 *Surviving Covenants.* The covenants and obligations set forth in this Article 7 shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist. However, the obligations imposed upon the City by Sections 7.3 and 7.6 shall terminate on the death of the Artist. The City shall give any subsequent owner of the Work notice in writing of the covenants herein and shall cause each such owner to be bound thereby.
- 7.8 *Additional Rights and Remedies.* Nothing contained in this Article 7 shall be construed as a limitation on such other rights and remedies available to the Artist that may now or in the future be applicable.
- 7.9 *Permanence.* It is the intention of both the Artist and the City that the Work will be a permanent artwork in the City art collection.
- 7.10 *Resale Royalty.* If, during the lifetime of the Artist, the City sells or otherwise disposes of ownership of the Work, the City shall pay the Artist a sum equal to fifteen percent (15%) of the appreciated value of the Work. For the purpose of this Agreement, as appreciated value shall mean the sales price of the Work less the original fixed fee stipulated, as amended. Nothing in this Agreement shall be construed to impose any obligation on the City as to the method of sale or disposal. The choice of such method of sale or disposal shall be the sole right of the City.

ARTICLE 8. ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under the Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City. The City shall not dictate the place or time of performance of the services under this Agreement, provided that there may be a specific meeting wherein the Artist's presence may be required.

ARTICLE 9. ASSIGNMENT, TRANSFER, SUBCONTRACTING

- 9.1 *Assignment or Transfer of Interest.* Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other, provided, however, that claims for money due or to become due from the City under this Agreement may be assigned by the Artist to a financial institution without approval.

9.2 *Subcontracting by Artist.* The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance or visual quality of the Work and shall be carried out under the personal supervision of the Artist.

ARTICLE 10. TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to the Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of the intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, models and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become the City's property, provided that no right to fabricate or execute the Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the artist prior to termination. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments until such time as the exact amount of such damages due to the City from the Artist is determined.

ARTICLE 11. CONTRACT ADMINISTRATOR

The Contract Administrator for this Agreement shall be (name, title and contact information). Wherever this Agreement requires any notice to be given to or by the City, or any determination or action to be made by the City, the Contract Administrator shall represent and act for the City.

ARTICLE 12. NON-DISCRIMINATION

In carrying out the performance of the services under the Agreement, the Artist shall not discriminate as to race, creed, religion, gender, sexual orientation, national origin or the presence of any physical, mental or sensory disabilities and the Artist shall comply with any non-discrimination ordinances enacted by the City of East Point.

ARTICLE 13. COMPLIANCE

The Artist shall be required to comply with Federal, State and City statutes, ordinances and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 14. ENTIRE AGREEMENT

This document embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 15. MODIFICATION

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action by the City.

ARTICLE 16. WAIVER

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 17. GOVERNING LAW

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of Georgia.

ARTICLE 18. HEIRS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the City and the Artists and their respective heirs, personal representatives, successors and permitted assigns.

ARTICLE 19. ARBITRATION

All disputes or controversies that may arise between the parties with respect to the performance, obligations or rights of the parties under this Agreement, including disputes as to the physical acceptability of the Work or any alleged breach of this Agreement, shall be settled by arbitration in Georgia, in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association; however, consideration of artistic merit being a matter for the exclusive determination of the Artist, no dispute or controversy may arise with respect thereto.

Any dispute or controversy shall be referred to a panel of three arbitrators, one to be selected by the Artist, one to be selected by the City and the third to be selected by the first two. The decision and award of the arbitrators, or that of any two of them, shall be final and binding on the parties, and judgment may be entered upon it in any court having jurisdiction thereof.

ARTICLE 20. NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- a. If the City, to:

- b. If to the Artist, at the address first above written with a copy to: (Artist's attorney and address.)

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

INSERT THE CITY'S CUSTOMARY SIGNATURE BLOCKS.

