

Introduced by \_\_\_\_\_ Council Bill No.       R 113-05      

A RESOLUTION

authorizing agreements for restoration of art work at  
the Gentry and Howard Buildings.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Russell-Marti Conservation Services, Inc. to remove, repair and reinstall the *Statue of Liberty* replica and commemorative plaque at the Gentry Building. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Manager is hereby authorized to execute an agreement with Western Center for the Conservation of Fine Arts to perform a conservation assessment of the Municipal Courtroom murals at the Howard Building. The form and content of the agreement shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**ART CONSERVATION AND REPAIR AGREEMENT  
STATUE OF LIBERTY**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Columbia, Missouri (hereinafter "City"), and Russell-Marti Conservation Services, Inc., (hereinafter "Conservator").

WHEREAS, City owns a hammered and welded copper sculpture replica of the *Statue of Liberty* donated to the City in 1950 by the Boy Scouts of America; and

WHEREAS, the sculpture has been inspected by Conservator at the City's behest and is in need of refurbishment and repair.

NOW, THEREFORE, City and Conservator agree as follows:

1. Conservator will remove the copper sculpture and the associated commemorative plaque from their base and transport both to Conservator's workshops.
2. Conservator shall remove corrosion, repair the sculpture and close its joints, fabricate and install new anchoring systems, apply the appropriate patina and protective coatings to refurbish the sculpture and plaque.
3. Conservator shall reinstall the sculpture and commemorative plaque on its pedestal using new anchors and decorative buttons.
4. Conservator shall provide the City with a detailed report outlining the methods and materials employed in the restoration. The report shall include a photographic record showing the sculpture before, during and after treatment.
5. Conservator shall provide basic maintenance training to designated City employees so as to establish an appropriate base level of skill to allow the City to accomplish routine annual maintenance on the sculpture. Conservator shall assist the City in establishing maintenance guidelines for future maintenance of the City's outdoor sculptures.
6. City shall pay Conservator seventy-five dollars (\$75.00) per hour plus the cost of materials to renovate the statue and plaque provided however the amount shall not exceed eight thousand dollars (\$8,000). In the event it appears that Conservator's expenses and work will exceed this amount, Conservator shall stop work and not proceed until authorized to do so in writing by the City.
7. If the City determines not to allocate any amounts in excess of eight thousand dollars (\$8,000), the Conservator shall be paid for work actually done up to the above authorized

amount and the Conservator shall return the sculpture in the condition it is with those repairs to the City.

8. Any and all risk of loss or damage to the sculpture shall be with Conservator upon removing the sculpture and plaque and shall remain with Conservator until return to City of the sculpture and plaque.
9. The repairs to sculpture and plaque and their reinstallation shall be accomplished at times mutually agreed upon and scheduled by the parties but shall occur no later than \_\_\_\_\_.

IN WITNESS WHEREOF, City and Conservator have been duly authorized to enter into this agreement as of the above referenced date.

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
Raymond A. Beck, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor

RUSSELL-MARTI CONSERVATION  
SERVICES, INC.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**ART CONSERVATION ON-SITE EXAMINATION AGREEMENT  
COURTROOM MURALS**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Columbia, Missouri (hereinafter "City"), and Western Center for the Conservation of Fine Arts, (hereinafter "WCCFA").

WHEREAS, the City Municipal Courtroom, formerly the City Council Chamber, contains murals painted by Artist Kenneth Hudson in the 1930's; and

WHEREAS, the Howard Municipal Building containing the murals and the Courtroom will shortly be renovated; and

WHEREAS, the murals have not been examined for condition or conservation for over 25 years.

NOW, THEREFORE, City and WCCFA agree as follows:

1. WCCFA shall provide an experienced and trained conservator to conduct an on-site examination of the murals in the Municipal Courtroom.
2. WCCFA conservator shall examine the murals for, among other things, the security/stability of the paint layer, discoloration of the surface (for stains, grime, discolored varnish, etc.) the extent of paint loss, the extent of past restorations and other information relative to the condition of the murals.
3. WCCFA conservator shall conduct whatever tests as are necessary to determine the feasibility of cleaning the murals and will examine the condition of the attachment of the murals to the walls.
4. Upon the conclusion of the examination and tests and within thirty (30) days, WCCFA shall provide the City with a report on the condition of the murals and its recommendation for any restoration or conservation along with its estimated costs of the same.
5. City will provide WCCFA with the ladders or scaffolding necessary for the examination.
6. City's Office of Cultural Affairs (OCA) shall assist WCCFA with coordination of the site visit, including determining a mutually agreeable time for the work to occur, providing access to the Courtroom and coordinating set-up and removal of ladders and scaffolding. An OCA staff member will be available on-site during WCCFA's visit.
7. Within thirty (30) days of acceptance of WCCFA's report, City shall pay WCCFA one hundred eighty-seven dollars and fifty cents (\$187.50) per hour plus its expenses provided,

however, the total amount not exceed two thousand five hundred dollars (\$2,500) for its efforts under this agreement. Such amount shall include all expenses, preparation, travel, administrative report and on-site time.

8. In as much as the Municipal Courtroom is in use now and will continue in use during expected renovations, the parties will schedule the on-site examination for the appropriate times so as to not interfere with the Court's use of the room.

IN WITNESS WHEREOF, City and WCCFA have been duly authorized to enter into this agreement as of the above referenced date.

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
Raymond A. Beck, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor

WESTERN CENTER FOR THE  
CONSERVATION OF FINE ARTS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Source:

Hunter 

**TO:** City Council  
**FROM:** City Manager and Staff   
**DATE:** May 27, 2005  
**RE:** Art Work at the Gentry and Howard Buildings

EXECUTIVE SUMMARY:

This report addresses city-owned art works in the Gentry and Howard buildings and action to be taken to address restoration of the works as renovation of the prospective buildings occurs.

DISCUSSION:

In March, a report was reviewed by City Council that included recommendations of the Standing Committee on Public Art and Commission on Cultural Affairs that existing city-owned works of art at the Gentry and Howard Buildings be addressed while both structures are being renovated. The works, a *Statue of Liberty* replica installed on the Broadway front of the Gentry Building and a program of murals in the Municipal Courtroom in the Howard Building, have both been in place for some time (the statue since the 1950s and the murals since the 1930s). Neither, however, have been formally addressed by the city's public art program, specifically in regard to ongoing maintenance.

With plans to restore both buildings underway, the Standing Committee and Commission recommended that art at each site be addressed as well. Though neither was the result of the Percent for Art program, the recommendation was that they could be addressed similarly now, by setting aside a portion of the building costs for restoration and maintenance of the existing art. Council directed staff to pursue cost estimates and incorporate the work into the overall project plans.

Staff of the Office of Cultural Affairs (OCA) has contacted qualified art conservators to complete the two tasks. Details are as follows:

- ▶ The *Statue of Liberty* replica and its associated commemorative plaque will be removed and transported to the conservator's studio. Corrosion will be removed, repairs will occur, and joints of the sculpture will be closed. A new anchoring system will be installed and appropriate patina and protective coatings will be added to protect both the sculpture and plaque. The sculpture will then be reinstalled using new anchors and decorative buttons re-fabricated to match the original ones. The conservators will provide a report on all work done and provide basic training to city staff for routine annual maintenance of the sculpture. Russell-Marti Conservation Services, Inc., (RMCS) based in California, Mo., has been contacted to complete the work. RMCS has conserved three similar replicas in other communities and is the only outdoor objects conservator working in mid Missouri. The complete project is estimated at \$8,000.

Fiscal Impact

YES

NO

Other Info.

- ▶ The 12 courtroom murals must first be assessed on-site before it is known what repairs are needed. A conservator will examine the murals to determine stability, extent of paint loss and overall condition. Some basic testing will occur to gauge the feasibility of cleaning the paintings. The conservator will then prepare a report on the condition of the murals, including a recommendation for any restoration and associated cost estimates. Western Center for the Conservation of Fine Arts (WCCFA) in Denver, Colo., has been contacted to complete the on-site assessment. WCCFA has extensive experience with large-scale murals and paintings; the OCA could not locate a qualified murals conservator working in the state. The basic assessment of the murals is estimated at \$2,500.

Both works have not been maintained on an ongoing basis though repairs have been conducted over the years. The murals, for example, were last addressed in 1977 and 1978 when some conservation repairs were conducted by a local artist and restorer.

As the city's collection of public art grows, so too, does the need for responsible and ongoing care of it. Just as this is the case for newly installed works, it should be for those works acquired before the existence of public art policies in 1997. In the past several years, the city has responded to needs relating to works placed sometime ago, such as the *La Colomba* sculpture on loan to the Columbia Public Library and the *Martin Luther King, Jr. Memorial*. Action to address the works at the Gentry and Howard buildings will continue this commitment to responsible care of the city's cultural assets.

**SUGGESTED COUNCIL ACTION:**

Authorize the City Manager to sign agreements with Russell Marti Conservation Services, Inc. for conservation of the *Statue of Liberty* replica and with Western Center for the Conservation of Fine Arts for an onsite assessment of the Municipal Courtroom murals.