

Introduced by _____ Council Bill No. R 145-13

A RESOLUTION

authorizing an artist's commission agreement with Ben Chlapek relating to the Traffic Box Art Program.

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 artist's commission agreement with Ben Chlapek relating to the Traffic Box Art Program. 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.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

ARTIST'S COMMISSION

THIS AGREEMENT is entered into this _____ day of _____, 2013, between the City of Columbia, Missouri, a constitutional charter city ("City") and Ben Chlapek ("Artist").

NOW, THEREFORE, City and Artist, in consideration of the mutual covenants and agreements, herein agree as follows:

1. COMMISSION

Artist is commissioned to render in paint or other City approved medium of the Artist, on a traffic signal cabinet at 8th and Broadway substantially as described in approved design concept.

2. SITE COMPATIBILITY

- a. Artist will meet with the city designated project manager as necessary on all matters connected with carrying out Artist's services.
- b. Artist acknowledges, and accepts, that the traffic signal cabinet is functional equipment with a limited lifetime and may be repaired or removed from service at any time for any reason. City may use the traffic cabinet for any purpose, no purpose or dispose of the traffic cabinet as necessary. Artist waives any and all Moral rights to the art work.
- c. The Artist will use, according to instructions, primer and sealer as provided by the City.
- d. Any disagreements between the city designated project manager and Artist will be referred to the City Manager for a decision. The City Manager's decision shall be final.

3. TIME

Artist will begin work as soon as practical after the execution of this agreement and shall have completed and installed the work by October 31, 2013.

4. WARRANTIES

- a. Artist represents and warrants that the work is solely the result of the artistic effort of Artist and is original and unique, does not infringe upon any copyright, has not been sold elsewhere and is free from any liens.
- b. Artist represents and warrants that the work will be durable, executed and fabricated in a workmanlike manner and will be free from defects in material and workmanship including defects known as "inherent vice" or qualities which cause or accelerate deterioration of the work.
- c. If within one year of the date of final acceptance, the work exhibits any structural or cosmetic defect or flaw, Artist will repair the work or replace any defective component of the work at no cost to City. All repairs or cures to defects shall be consistent with professional conservation standards.

5. FINAL ACCEPTANCE AND TITLE

- a. Upon the work being installed and completed to Artist's satisfaction, City shall inspect the work and present the Artist with a detailed listing of any observed flaws. When City is satisfied with the work, City shall notify Artist of its final acceptance of the work.

- b. Upon final acceptance, title to the work shall pass to City. Thereafter, City shall retain all written documentation regarding the work and shall have the right to a copy of all drawings, sketches and designs of the work for maintenance and historical documentation purposes only.

6. **PAYMENT**

- a. City agrees to pay Artist a commission in the sum of \$1500.00 for the execution of the work and all rights granted herein. The Artist may request an allowance for materials of up to \$500.00. The total budget for each traffic signal cabinet shall not exceed \$2000.00. The commission shall be full compensation for the work, all rights granted, services rendered, travel and all supplies, materials and equipment used by Artist to design, execute, fabricate and install the work. The commission and any claimed allowance for materials shall be paid to Artist within thirty (30) days following the final acceptance of the work on site.

7. **COPYRIGHT**

- a. Artist agrees that City owns the original work of art substantially as described in the design concept. Artist agrees that this work shall be a unique example of Artist's work and Artist shall not anywhere else produce such work in full scale, without the express written consent of City. Copies of the work can be made by Artist for the purposes of display or applications for further commissions provided City is credited with commissioning the original work.
- b. Artist grants City 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, media, publicity and catalogues.

8. **INSURANCE AND INDEMNIFICATION**

- a. Artist shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect Artist and City, its employees and any officers, agents, and subcontractors performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations or work under this Agreement, whether such operations or work be by Artist, City, its employees, officers or agents, or by any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$500,000 combined single limit for any one occurrence covering both body injury and property damage, including accidental death.
- b. The Artist shall furnish City with certificates of insurance which name City as additional insured in an amount as required above and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as City has made final acceptance of the work.
- c. Artist shall at all times hereafter defend, indemnify and hold harmless City, its officers, agents, employees, against any and all claims, costs, losses and liabilities of any kind, caused by acts or omissions of Artist, its employees or agents, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by

any person or property. Any sums due Artist under this Agreement may be retained by City until any claim made against City subject to this section has been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

- d. The parties agree that obligations under sections 8, 5 and 4 shall survive the completion or termination of this Agreement.

9. **ENTIRE AGREEMENT**

This writing embodies the entire agreement and understanding between the parties and there are no other agreements or understandings, oral or written, with reference to the subject matter herein between the parties.

10. **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Michael Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

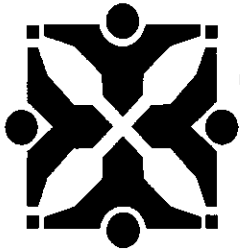
APPROVED AS TO FORM:

Nancy Thompson, City Counselor

By: _____
Ben Chlapek, Artist

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No.110-4630-544-49-90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

John Blattel, Director of Finance



Source: Cultural Affairs

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Aug 5, 2013

Re: Traffic Box Art Program

EXECUTIVE SUMMARY:

In the coming months, the Office of Cultural Affairs (OCA) intends to address a sixth downtown traffic signal box via its Traffic Box Art program as part of the city's overall graffiti abatement program. In advance of that, a contract with the artist needs to be executed.

DISCUSSION:

In 2007, the OCA was part of a working committee meeting with the Police Department to address the problem of graffiti. With similar projects in other cities nationwide serving as examples, one traffic signal box in downtown Columbia was selected to be painted. At the time, it had been repeatedly vandalized with graffiti. That September, local artist David Spear painted the box, using materials recommended by the OCA for outdoor use. The box has not been vandalized since and the OCA has observed that the materials used stand up to outdoor elements.

Since then, OCA staff developed guidelines for additional boxes to be addressed by artists; the Commission on Cultural Affairs approved the guidelines in September 2008. In 2009, local artist Dennis Murphy was selected to paint a second box; a third was completed by local artist Kate Gray in July 2010; the fourth completed in the summer of 2011 by Stephanie Foley; and the fifth completed in the summer of 2012 by Andrew Glenn. They, too, have remained untouched by vandalism since completion.

In 2013, a sixth installment of the program is set to get underway. Local artist Ben Chlapek has been selected by the city's Commission on Cultural Affairs and a sub-Committee of the Standing Committee on Public Art for his design concept. Mr. Chlapek is a prolific artist from Columbia who is an illustrator, designer, and printmaker. Mr. Chlapek holds a Bachelor's Degree in Graphic Design with additional studies in printmaking from University of Missouri. He has exhibited his work in Los Angeles and New York City, and he has participated in arts festivals in Austin, TX and Seattle. Mr. Chlapek has also done design work for many of Columbia's local businesses and arts institutions.

Mr. Chlapek's final design has been approved by the same sub-committee of the Standing Committee on Public Art that selected him as well as the Commission on Cultural Affairs. Pending Council approval, Mr. Chlapek will execute a contract and will undertake the actual execution of the artwork proposed, likely starting in August, weather depending. Program guidelines stipulate the materials to be used. The sealant is an anti-graffiti product. The guidelines for the project also state that the final design may not contain representations of traffic lights, signs or signals; may not be used to promote a business, product or viewpoint; and should not mimic or take the style of graffiti.

FISCAL IMPACT:

The cost of the artist's honorarium and materials is \$2,000. The project's cost will be shared by the OCA, the Columbia Police Department, the Convention and Visitors Bureau and The District. The OCA will use its Share the Light art fund to address any future maintenance of the painted boxes.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

This project addresses a strategy in the Art and Culture Vision Statement in that it is an application of best practice in community design and aesthetics. It also helps to address a strategy in the Community Character Vision Statement because the finished project will add to the downtown a site amenity and thematic element that will contribute to the creation of a "memorable and attractive" streetscape.

SUGGESTED COUNCIL ACTIONS:

Authorize the City Manager to sign a contract with the artist so that work can begin.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$2,000.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$2,000.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$2,000.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	Item #1.2.2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	Item #2.1.2
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	