Agenda Item Number: B 199-15
Department Source: Parks and Recreation
To: City Council
From: City Manager & Staff
Council Meeting Date: 7/6/2015
Re: Kim Scholl Memorial Bench Agreement and Appropriation

Documents Included With This Agenda Item
Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance
Supporting documentation includes: None

Executive Summary
The Parks and Recreation Department is requesting City Council approval of an ordinance that will accept a private donation in the amount of $7,654, authorize an agreement with Don Asbee for the design and fabrication of a memorial bench and appropriate the funds. The memorial bench will be placed at the Grindstone Nature Area in memory of Kim Scholl. The donation will be used for the design and fabrication of the bench by artist Don Asbee, installation by Parks and Recreation staff, memorial plaque, and bench dedication ceremony.

Discussion
A group of citizens approached the Parks and Recreation Department about potential ideas for a unique memorial bench to honor Kim Scholl. Ms. Scholl was an active trail user in Columbia and dog lover, so ideas for the memorial bench centered around proximity to a Columbia trail and dog-themed design. It was determined that the bench would be placed in the Grindstone Nature Area next to the Hinkson Creek Trail. Private donations totaling $7,654 were raised for the memorial bench. The bench will be similar in design to the butterfly bench that was placed in front of the Children’s Grove at Stephens Lake Park.

The donated funds will be used for the design and fabrication of the bench by local metal artist, Don Asbee, installation of the bench by P&R staff, a memorial plaque to be placed on the bench, and for a small dedication ceremony once installation is completed by staff. Don Asbee was a personal friend of Kim Scholl, who during her lifetime had collected some of his artwork. Kim Scholl worked as a physical therapist, and Don Asbee was a patient of hers following a serious car accident. Because of his personal relationship with Kim, he was the artist selected by the donors to design and fabricate a dog-themed bench in her honor.

The Parks and Recreation Department is requesting Council approval to accept the donated funds, approve the agreement with Don Asbee for the construction of the bench, and appropriate the funds for the project.
Staff anticipates that the fabrication of the bench will take approximately four months with a late fall installation at Grindstone Nature Area.

**Fiscal Impact**

Short-Term Impact: The total cost of the project is $7,654 and will be used for the design, fabrication, and installation of the memorial bench and plaque and for a small dedication ceremony. All funding for the project is through a private donation.

Long-Term Impact: None

**Vision, Strategic & Comprehensive Plan Impact**

Vision Impact: Parks, Recreation and Greenways
Strategic Plan Impact: Not Applicable
Comprehensive Plan Impact: Livable & Sustainable Communities

**Suggested Council Action**

Approve the legislation accepting the donated funds, authorizing the City Manager to enter into an agreement with Don Asbee for the fabrication of the memorial bench and appropriating the funds in the amount of $7,654.

**Legislative History**

None

Department Approved

City Manager Approved
AN ORDINANCE

authorizing an artist’s commission agreement with Don Asbee for the design and fabrication of a memorial bench to be placed in the Grindstone Nature Area in memory of Kim Scholl; appropriating donated funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED 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 Don Asbee for the design and fabrication of a memorial bench to be placed in the Grindstone Nature Area in memory of Kim Scholl. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. The sum of $7,654.00 is hereby appropriated from the Kim Scholl Memorial Donations Account No. 753-8500-480.53-36 D74036 to the Kim Scholl Memorial Bench Project Account No. 440-8800-548.49-90 C00619.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _________ day of ______________________, 2015.

ATTEST:

______________________________  ______________________________
City Clerk      Mayor and Presiding Officer

APPROVED AS TO FORM:

______________________________
City Counselor
CERTIFICATION: I certify there are sufficient funds available in the Kim Scholl Memorial Donations Account No. 753-8500-480.53-36 D74036 to cover the above appropriation.

___________________________________
Director of Finance
ARTIST’S COMMISISON AGREEMENT  
FOR  
THE KIM SCHOLL MEMORIAL DOG BENCH

This AGREEMENT made and entered into this _____ day of __________, by and between the City of Columbia, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as “City,” and Don Asbee, Metal Artists, in the State of Missouri, hereinafter referred to as the “Artist”.

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

1. COMMISSION  
   Artist is commissioned to design, forge, fabricate, finish and deliver a memorial dog bench in honor of Kim Scholl as described in the quotation dated June 1, 2015 herein included as Exhibit A.

2. PAYMENT  
   City agrees to pay Artist Six Thousand, Seven Hundred and Seventy-Five Dollars ($6,775.00) for the memorial bench for Kim Scholl as described in Exhibit A. A payment of fifty percent (50%) will be issued to the Artist upon execution of this agreement and the remaining fifty percent (50%) will be paid upon completion.

3. COMPLETION TIME  
   Artist will begin work as soon as practical after the execution of this agreement. The bench shall be completed and delivered within 120 calendar days from the execution of this agreement.

4. WARRANTIES  
   Artist represents and warrants that the work is solely the result of the artistic effort of the Artist and is original and unique, does not infringe upon any copyright, has not been sold elsewhere and is free from any leans. 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. 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 the city. All repairs or cures to defects shall be consistent with professional conservation standards. This warranty excludes reasonable wear and tear, vandalism, graffiti, the corrosive effects of ice melt salts and other damages beyond the Artist’s control.

5. FINAL ACCEPTANCE AND TITLE  
   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. 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. COPYRIGHT
   Artist retains the full copyright for the Kim Scholl Memorial Dog Bench. Artist grants
   permission to City to make two-dimensional reproduction of the work for non-commercial
   purposes, including but not limited to reproductions used in advertising, brochures, media,
   publicity and catalogues.

7. ENTIRE AGREEMENT
   The 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.

8. 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 hereunto set their hands and seals the day and
year first above written.

By: Don Asbee, Artist
CITY OF COLUMBIA, MISSOURI

ATTEST:

By: Michael Matthes, City Manager

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

I here by certify that this Contract is within the purpose of the appropriation to which it is to be
charged, that is, the 440-8800-548.49-90 C00619 Account, and that there is an
unencumbered balance to the credit of such account sufficient to pay therefore.

John Blattel, Director Finance
Quotation:

Design, forge, fabricate, and finish:

Kim Scholl Memorial Dog Bench

Approximate dimensions: 48”h x 64”w x 28” d
Forged steel barstock outline insures hazard-free edges and vandal resistance.
Dog tails provide comfortable armrests for weary dog enthusiasts.
Canine bodies defined by .25” steel plate.
Front bench legs are those of the Dogs: forged bars blending into the .25 plate bodies.
Bronze plaque by Franklin stating “In Honor of Kim Scholl - Sister, Friend & Healer”
Rear legs of bench to be forged steel to suggest tree branches.
Sand blasted with tannic acid patina.
Delivered to site.

Price $6,775.00

Terms: ASBEE METAL STUDIO requires a down payment of 50% of the total estimated cost of all jobs, the balance being payable upon completion. Interest at the rate of 1.5% per month will be charged against all balances unpaid at the time of completion. Any alteration or deviation from the specifications detailed above are subject to additional charges. All quoted prices are subject to change after 60 days from the date of quotation. All materials remain property of ASBEE METAL STUDIO prior to payment in full by customer. Customer agrees to be responsible for any and all expenses of collection including attorney fees. All delivery dates quoted are subject to change without notice. All building permits, licenses, fees in compliance with governmental regulations are the responsibility of the purchaser.

Don Asbee 6/1/2015
Job offered by Date

Job accepted by Date