

Introduced by _____ Council Bill No. R 128-12

A RESOLUTION

authorizing artist commission agreements for Storm Drain
Mural projects.

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

SECTION 1. The City Manager is hereby authorized to execute artist commission
agreements for Storm Drain Mural projects. The form and content of the artist commission
agreements shall follow the general form 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 _____, 2012.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**ARTIST COMMISSION AGREEMENT
STORM DRAIN MURAL 2012**

THIS AGREEMENT is entered into this _____ day of _____, 2012, between the City of Columbia, Missouri, a constitutional charter city ("City") and _____ ("Artist").

WHEREAS, Artist will make a donation of a work of art to City that will serve as a community outreach, awareness and education project about storm water or clean streams; and

WHEREAS, City will use the donation to raise awareness in the community about storm water or clean streams as a benefit to City.

NOW, THEREFORE, in consideration of the foregoing recitals, which are contractual in nature, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Artist and City agree to the following:

1. COMMISSION

a. Artist is donating their time and original artwork to render, in paint, a mural on a City approved site, limited to City approved areas, as shown and portrayed in "Attachment A," including storm drain covers and associated curbs, gutters, sidewalks or other approved surface (hereinafter referred to as the "Work").

b. City and Artist agree that the Work is being created as a donation of time and artistic effort, and serves as a community outreach and education project about storm water or clean streams. The Work is a gift and no payment or liability will claimed by Artist or City in connection with the Work except as otherwise set out herein.

2. SITE COMPATIBILITY AND MAINTENANCE

a. Artist will meet with City's designated project manager, designated by the Manager of Cultural Affairs, as necessary on all matters connected with carrying out Artist's services.

b. Artist acknowledges and accepts that the Work 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 storm drain art for any purpose or no purpose, or dispose of the storm drain art as necessary. Artist waives any and all moral rights to the art work except as otherwise set out herein.

c. Artist will use, according to instructions, paint, primer and sealer that has been donated, provided, or approved by the Manager of Cultural Affairs to protect the Work.

d. Artist will take safety precautions and avoid risk of harm. Artist and City's designated project manager will agree on a safety plan and procedures including but not limited to safety instructions, wear a safety vest and use equipment provided when working on the project. If either Artist or the project manager is not satisfied with the safety plan, or if safety procedures or the plan is not being followed, the contract may be canceled in writing by either party.

e. Artist is not responsible for the Work after City becomes the owner of the Work under section 4(a) and City accepts the work. Artist may give the Manager of Cultural Affairs written permission and photographs of the original completed Work to be used as a guide for future restoration of the Work.

f. If the Work is damaged due to climate, humidity, moisture, molds, infestation, stains, warping, shrinkage, expansion, corrosion, or any other events that occur over time and City wants to attempt restoration, City will select any of the following:

- (1) Consult Artist before restoration, if the Artist has provided an up-to-date email address, and give Artist, if willing, an opportunity to restore the work at no cost to City; or
- (2) By written permission granted to the Manager of Cultural Affairs in 2.e., City may attempt to restore the Work at no cost to Artist; or
- (3) Remove the Work in its entirety.

g. If City deems that the Work needs to be removed and not restored, City may any time after completion, as set out in 4.a below, remove the work at City's sole discretion.

3. **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 created in a professional and craftsman-like manner. When City becomes the legal owner of the Work, City accepts the work as is and all problems, maintenance or removal shall be at City's sole discretion, expense and effort.

4. **COPYRIGHT**

a. Upon final completion of the Work as agreed to between project manager and Artist, or if the Work is not completed within ninety (90) days of the signing of this agreement, City shall become the legal owner of the Work.

b. Artist retains ownership of all drawings, sketches, and designs related to the Work, except any that have been submitted or given to City.

c. Except as otherwise stated herein, Artist retains all copyrights and rights to reproduce the Work in all forms.

d. Artist has the right to put Artist's name and the year of completion on the Work in paint as part of the Work.

e. Artist grants City a 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. City shall, at all times, give Artist credit for the Work if the Work is reproduced in any fashion.

5. **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.

6. **GOVERNING LAW**

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

ARTIST

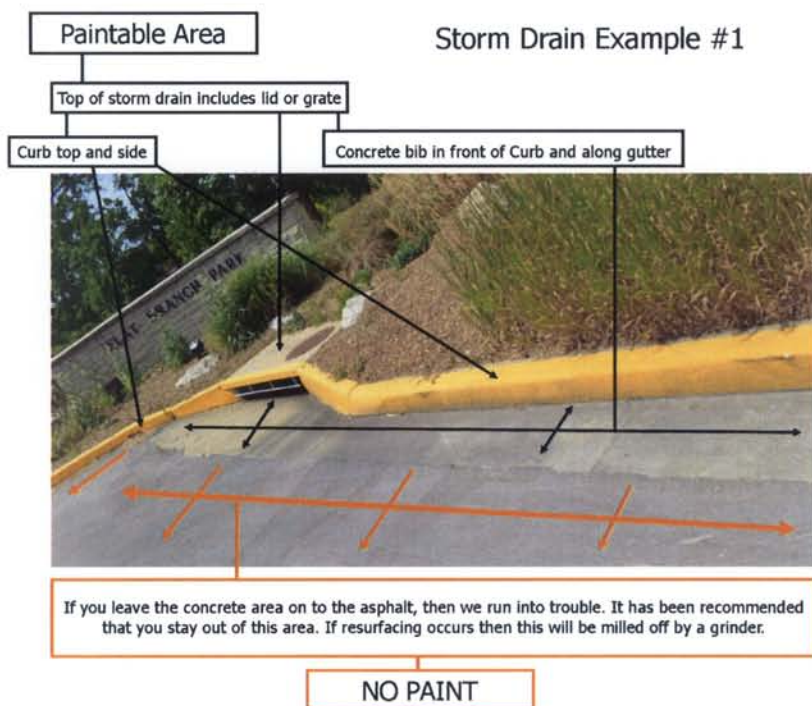
By: _____
_____, Artist

City of Columbia, Missouri - Stormwater Utility/ Public Works Department

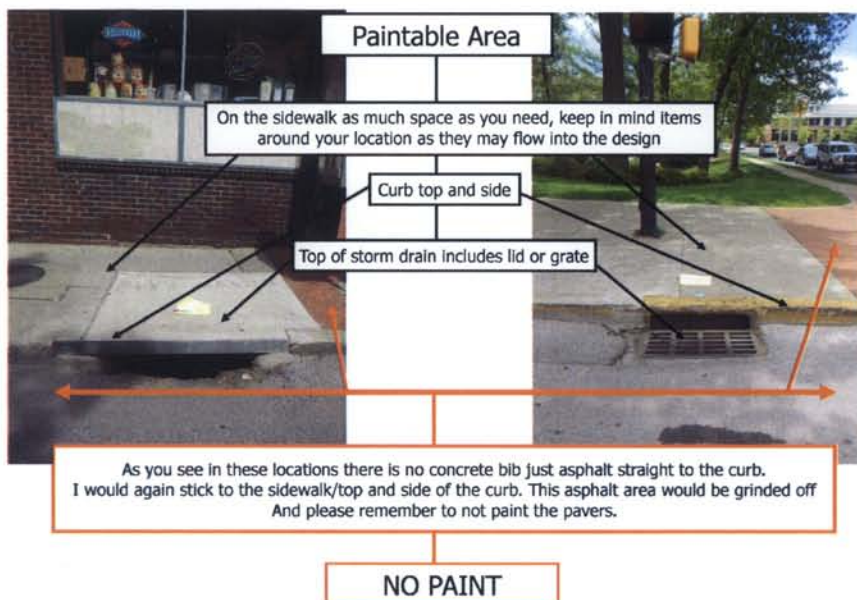
Storm Drain Art 2012 - Roots n' Blues n' BBQ Festival

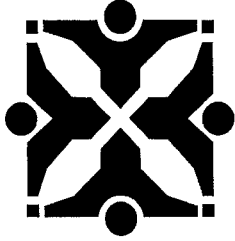


Storm drain @ Flatbranch Park - Locust Street Artist: Maura Mudd



Storm Drain Example #2





Source: Public Works

John

Agenda Item No:

To: City Council
From: City Manager and Staff

MM

Council Meeting Date: Aug 6, 2012

Re: Artist Commission Agreement for Storm Drain Mural Project 2012

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an Artist Commission Agreement for each artist participating in the storm drain mural project.

DISCUSSION:

At the June 4, 2012 Council meeting, staff prepared a report concerning the Storm Drain Mural Project 2012. This stormwater education event will utilize art to communicate the function and importance of storm drains. The project gives local artists the opportunity to express themselves with semi-permanent public art in the form of a small-scale outdoor storm drain mural.

The Artist Commission Agreement states that the artist will make a donation of their work of art to the City that will serve as a community outreach, awareness and educational project about storm water or clean streams; and the City will use the donation to raise awareness in the community. The attached agreement outlines the responsibilities of both the City and the artist. Each participating artist will be required to sign the agreement and attach a copy of their mural for approval by the City Manager.

FISCAL IMPACT:

None with this agreement.

VISION IMPACT:

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

Create an appetite and appreciation for the arts through educational programs.

SUGGESTED COUNCIL ACTIONS:

Approve the resolution authorizing the City Manager to execute Artist Commission Agreements.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	Yes	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	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	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	1.2.1
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	