

# **The Town of Jackson and Teton County**

## **Public Art Plan- Draft**

**Prepared by the Public Art Taskforce**

**3/29/2010**

### **What is Public Art?**

Public art is art for everyone. It is sculpture, installations, murals, manhole covers, paving patterns, and creative lighting. Public art is woven into a community's fabric providing vitality and creativity in all aspects of life. Street furniture, building facades, bus stops, way finding signage, gates, fountains, play equipment, engravings, carvings, bas-reliefs, public performances, creative interventions and many more constitute public art.

### **Why Public Art?**

Art in public spaces is free and reaches a broad audience. It is intended to connect deeply and meaningfully with the public. When public art is seamlessly integrated into gateways, parks and municipal buildings it enhances how a place looks and feels. Public art at its best is compelling, beautifully crafted, transformational and accessible. All of these benefits afforded by public art elevate the visibility of art in our community.

### **History of Public Art in Jackson**

Public Art is present in Jackson, and can be seen in many public and private locations. It is diverse and represents a wide variety of styles and approaches. The Town Square is exemplary of the power of public art, with the iconic Elk Antler Arches. The removal of these icons would cause disruption to the identity of Jackson. It is their integration within the larger urban scheme that provides the community space with character and charm.

Over the years, as different artist types have settled in Jackson they have initiated a variety of approaches to creating art in public places. From John Simm's austere buffalo sculpture on the Village Road, to Ben Roth's polished stingrays flying above

the Rec Center pool, artists have taken it upon themselves to create art for the public to enjoy.

## **Cultural Infrastructure**

Jackson is home to over 60 art galleries, the National Museum of Wildlife Art, the Center for the Arts, the Jackson Hole Music Festival, the annual Fall Arts Festival and Art Association Art Fairs, the Western Design Conference and numerous Art Auctions. The vast majority of these fine establishments and events showcase high quality artwork inside buildings and cultural spaces, while a small number exhibit artwork outside. There is clearly a missing piece to Jackson's cultural infrastructure: Public Art.

The future of public art in Jackson will largely be defined by the Comprehensive Plan, and this public art plan. It is imperative that soft language is adopted in the Comprehensive Plan in support of public art to promote Jackson as a cultural destination for tourists, and a community that openly embraces the arts.

### ***1. Vision: Enrich our community through public exposure to the arts.***

#### **Principles:**

- Art will be integral to all Town and County construction projects, as either stand-alone art works or integrated into the fabric of the built environment in building facades and lobbies, gateways and parks, streets and sidewalks, and all visible public utilities.
- Public art should be expected to integrate into the overall design of the larger civic context in which it is placed. It should be inextricable and never an afterthought.
- The public art found in the Town of Jackson and Teton County will be diverse, illuminating the character, community, geography and wildlife found in the region. The goal is to connect deeply and meaningfully with the public audience.
- The Town of Jackson is committed to energy efficiency, environmental sensitivity, and sustainability. These values will be integral in Calls for Artists, and the resulting artwork.
- The Town of Jackson and Teton County are developing as cultural destinations. New private development will be encouraged to support the cultural infrastructure with public art.
- Partnerships with artists, galleries, and arts organizations will be sought to leverage their knowledge and resources when opportunities exist.
- Provide opportunities for local artists.
- Support performing arts and public art events.

## **2. Administration of the Public Art Plan: Cultural Council of Jackson Hole**

This section outlines the various aspects of administering the Public Art Plan. The Cultural Council of Jackson Hole will be the legal entity under which the public art program operates.

**2.1 History of the Cultural Council of Jackson Hole:** The Cultural Council of Jackson Hole is a 501 (c) 3 organization, with a 17 year history of re-granting funds provided by the Town of Jackson and Teton County to support cultural programs including: Arts for All, the annual Award for Creativity and an arts scholarship brochure. The Cultural Council employs one part-time coordinator and has a self appointed volunteer board.

**2.2 Cultural Council Public Art Committee:** The Cultural Council of Jackson Hole will establish a Public Art Committee, which shall have the powers and duties provided in this chapter.

**2.2.1 Members and Terms:** The Public Art Committee will be comprised of 7 volunteer members. Two Cultural Council of Jackson Hole board members, two artists, one cultural non-profit representative, one public official, and one citizen at large. Members will serve three-year terms. Membership shall strive to represent a diverse cross section of the visual arts field and the general community. Citizens interested in becoming a Committee member may submit a letter of interest to the Board of the Cultural Council of Jackson Hole or the Mayor. The Board of the Cultural Council of Jackson Hole will appoint new Public Art Committee members.

The original appointees shall be appointed: Two for one year, two for two years and three for three years; thereafter all terms will be for three years. Any member who is absent from four or more meetings in a one-year period without being excused, shall be considered no longer active and the position vacant. A new member shall be appointed to fill the vacancy.

### **2.2.2 Duties of the Public Art Committee (PAC):**

- For each new public art project, establish and approve project parameters, including artist selection process and selection criteria, project budget and a list of prospective selection panelist members.
- Appoint a member of the PAC to serve as a member on selection panel appointed by the Committee.
- Review and act on selection panel recommendations and submit the decision to the Town Council for resolution.
- At the request of the Public Art Committee, the Design Review Committee may review proposals for art work that may have architectural or urban design implications and make recommendations and comments to the Public Art Committee as needed.
- The Public Art Committee will advise the Planning Department regarding artistic components of all municipal government projects under consideration by the Town of Jackson and Teton County.

- The Public Art Committee will advise new Federal and State building projects outside the jurisdiction of the Town and County on the public art program and how to work with the program.
- The Public Art Committee will reference its guide and policies for commissioning artwork.

### **2.2.3 Duties of the Public Art Coordinator**

- Work with the Client Agency to develop project guidelines, criteria and budget for each project and facilitate inter-agency communication and interaction throughout the life of the project.
- The Public Art Coordinator will draft Calls for Artists for projects, to be revised and approved by a selection panel, Client Agency, and PAC for the project.
- Disseminate the Call for Artists through media outlets, to local galleries, online public opportunity lists and various social media sites.
- Respond to questions and inquiries from artists as they pertain to the Call for Artists.
- Review and order applicant materials for projects and prepare materials for selection panel presentation.
- Schedule panel meeting dates.
- Chair Selection Panel meetings; record panel votes and panelist comments and maintain panel score sheets.
- Solicit reviews, comments and/or approvals for proposed works of art from the Client Agency and other City departments as necessary regarding safety, feasibility and maintenance issues.
- Negotiate and administer contracts for artists.
- Provide project management services as necessary throughout all phases of the project and provide periodic reports to the Public Art Committee.
- Encourage community involvement by convening and facilitating public meetings relative to the project.
- Work with the Client Agency and project team to coordinate the roles and responsibilities of design professionals, artist, and general contractor relative to the public art project.
- Conduct strategic planning for public art projects, locations, and act as the liaison between the Public Art Committee and local government departments.

### **2.3 Client Agency**

- Allocate 1.5% of the gross estimated construction cost for eligible capital improvement projects as per Section 3.1.
- Meet with the Public Art Coordinator to discuss the appropriate public art process as soon as the project architect is selected.
- Provide the following information regarding eligible capital construction projects:
  - Verify to the Public Art Committee that 1.5% of the total construction cost has been allocated for public art.
  - Facility location and function
  - Amount of construction appropriation, supported by a line item budget

- Agency representative
  - Project designer/architect/engineer
  - Project timeline
  - Funding source
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- Include the allocation for public art in the gross estimated construction budget.
  - Include the cost of architectural services related to the coordination and implementation of the Public Art Program in the total construction budget.
  - Incorporate language into the project architects' contract scope of services that describe the architect's responsibilities in relation to public art in the project.
  - Direct the project architect to work with the vision of the program as described in the public art plan.
  - Assign a representative of the Agency to attend all meetings relative to the public art project.
  - Provide the Public Art Coordinator with complete and accurate schedule information to allow the artwork design to be planned for and integrated into project documents.
  - Ensure that any work relative to the Public Art Project that is to be performed by the General Contractor is integrated into the contract bid documents; and provide the Public Art Coordinator with a copy of a draft bid documents pertaining to the artwork for review, comment and approval prior to their being issued.
  - Credit the Public Art Committee and the artist in all media releases, announcements or any public document or release concerning the project.
  - Include and acknowledge the Public Art Committee and project artist in project dedication.

#### **2.4 Duties of local government departments:**

**Public Works:** Maintain public art collection. Funding allocated from Public Art maintenance/conservation fund.

**Engineer:** Review public art construction documents to verify and ensure public safety.

**City Attorney:** Prepares and reviews all public art contracts.

**Planning Department:** Informs and alerts the Public Art Coordinator to upcoming Capital Improvement Projects, development applications, and master plans.

**Controller:** Oversees percent for art funds.

#### **2.5 Selection Process and Criteria**

This section is meant to serve as a guideline for the Public Art Committee to commission artwork for eligible projects. It is a fluid document and is subject to change. It is not legally binding.

## **2.5.1 Selection Process**

### **Call for Artists**

Upon the identification of a specific project, criteria for the artwork and the location of such art shall be determined by the Public Art Coordinator in collaboration with the client agency to create the Call to Artists. Consideration of the appropriate media (sculpture, landscape design, painting, etc.) should be developed along with recommended criteria (environmental, historical, western, contemporary, etc.) for the artwork (*criteria is further defined in 2.6.2*). This might be very specific or left open for the artist to develop ideas. In some cases it may prove helpful to define a number of sites to specifically integrate artwork within the scope of a project. Once this phase is completed, a Call for Artists is drafted by the Public Art Coordinator and approved by the Public Art Committee. Revisions may be proposed by the selection panel (see below) in the case that the Call for Artists does not represent the project in its entirety.

### **Selection Panel**

The selection panel will consist of arts professionals and enthusiasts, neighborhood residents of the proposed site, general community members, Town or County administrators (e.g., Public Works Department members), etc. The makeup of the panel will strive to include individuals with a background or interest in visual art, design and the built environment. The panel will be assembled by the Public Art Committee and shall seek to create a diverse representation of the project.

### **RFP/RFQ/Invitational**

Three different methods will be used in a Call for Artists: Requests for Proposals (RFP's), Request for Qualifications (RFQ's) and Invitational process. The best practice in the field of public art favors RFQ's due to the time and effort involved in developing a RFP without compensation for the artists' efforts. An RFQ allows for a real interaction between the commissioned artist and the client agency, wherein concepts can be presented in sketch form and can go through a normal and productive design development cycle. This approach yields artwork far more integrated and sensitive to the site, context and goals of the public art project.

**Request for Proposal (RFP)** – An RFP will specify the information and format the artist must follow to submit his or her proposal. Generally, background information (resume, slides of prior work, newspaper articles, etc.) is requested along with concept sketches and a written description of the project. In addition to artist's fees,

material costs, construction and installation costs, insurance and documentation costs may need to be accounted for. If artists are selected nationally there may be airfare and hotel costs. Three to five finalists are selected, and are expected to further develop the idea presented initially. An honorarium for finalist proposals is required, ranging from \$500-\$2,000.

**Request for Qualifications (RFQ)** – An RFQ is issued to select a short list of (3-5) artists to develop proposals. Typical requirements of a RFQ include; a resume, letter of interest, slides of previous work and references. Artists are not asked to develop any specific concept or sketch in their initial response to the RFQ. A short list of artists is selected and an honorarium is paid (\$500- \$2000) to cover the research and concept development for finalist proposals. Artists have the chance to ask question of the selection panel, project architects and associated individuals or agencies to further enhance their knowledge of the particular project. Open communication during the finalist proposal development phase is paramount to provide finalist artists the maximum amount of information for their proposal.

**Invitational** – In some cases, rather than reviewing a large number of proposals as a result of issuing a RFP or RFQ, a smaller number of artists can be invited to submit proposals. These artists can be located through a variety of means including review websites, contacting local arts organizations, speaking with local arts professionals and/or contacting national organizations with existing artist registries. This approach reduces the office work and time needed to review, organize and select finalist artists from large pools of applicants.

### **2.5.2 Advertising the Call for Artists**

Once a Call for Artists has been finalized by the Public Art Committee, it will be advertised in a variety of online, print, and social media sites. The scale of the project and the Public Art Committee's recommendations will determine the breadth of advertising. Some projects will seek to involve local artists, while others may be more appropriate for nationally recognized public artists.

#### **Local media outlets to disseminate a Call for Artists:**

- The Gallery Association
- Art Association - Splash Publication
- Non-Profit and Chamber of Commerce ListServ's
- Jackson Hole News and Guide
- Jackson Hole Weekly
- [www.JHUnderground.com](http://www.JHUnderground.com)
- [www.thesnaz.com](http://www.thesnaz.com)
- Teton Artlab
- Cultural Non-profit email lists

## **Public Art Lists to post Calls for Artists:**

- [www.4culture.org/publicart/calls/default.asp](http://www.4culture.org/publicart/calls/default.asp)
- <http://phoenix.gov/maillist/milestone/subscribe.html>
- <http://www.lvartscommission.com/contact/>
- [www.callforentry.org](http://www.callforentry.org)
- [www.urbanartsinstitute.org](http://www.urbanartsinstitute.org)
- [www.publicartreview.org](http://www.publicartreview.org)
- [www.sculpture.org](http://www.sculpture.org)
- [www.artopportunitiesmonthly.com](http://www.artopportunitiesmonthly.com)
- <http://artdeadline.com>
- [www.artsopportunities.org](http://www.artsopportunities.org)
- [www.theartlist.com](http://www.theartlist.com)

## **2.6 Artwork/Artist Selection Criteria**

These criteria are the minimum standards on which the selection panel shall base its selection of artists or artwork in response to the Call for Artists. Additional criteria may be established by the Public Art Committee in response to a project's particular requirements and context.

### **2.6.1 Artwork Criteria**

1. Aesthetics- The selection panel shall seek artwork of the highest quality in terms of timelessness of its vision, design and integrity. Commissioned and acquired artwork will strive for the highest quality to complement Jackson's built and natural environment.
2. Context- The selection panel shall, in its deliberations, give due consideration to the appropriateness of the proposed project in terms of scale, materials, content and design with respect to its immediate and general, social and physical context.
3. Public Safety- Artwork shall be evaluated to ensure that it does not present a hazard to public safety.

Public art should avoid:

- Sharp edges, points, projections, or pinch-points which may cut, puncture or cause injury by impact, catch passing pedestrian clothing or entrapment of limbs.
- Overhead parts which present a hazard to pedestrian traffic. Artwork should follow minimum sign height requirements in areas where pedestrian traffic is likely.
- Trip hazards and slippery surfaces if set into sidewalks or flooring.
- Unsafe climbing opportunities for children/adults.

- Obstruction of any traffic control device.
- Cynical, pornographic, and otherwise obscene artwork that is not appropriate for public display.

4. Maintenance- Due consideration shall be given to structural and surface soundness, and to inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.

5. Electrical and Mechanical Considerations- All electrical, mechanical and engineering components must be stamped by a licensed engineer. Upon completion, a sealed as-built drawing may be required from the Building Codes Officer.

6. Public access- Will the public have free access to the artwork? The selection panel should consider the visibility and accessibility of artwork for people with disabilities, and ensure the artwork accessible to everyone.

7. Diversity- The Public Art Committee shall actively seek diversity in style, scale, media and numbers of artists represented. A wide range of expressions from metaphorical, allegorical and narrative work will be encouraged in addition to artwork which is stunning in material, form, color, pattern and context.

8. Reproductions- The following non-artistic items do not qualify in the selection of artwork: Reproductions of original works of art; decorative, ornamental, or functional elements which are designed by the architect or consultants engaged by the architect as opposed to an artist commissioned for this purpose; those elements generally considered to be components of a landscape architectural design except when elements are designed by the selected project artist and are an integral part of the project artwork; "art objects" which are mass-produced of standard design; directional or other functional elements such as super-graphics, signs, color coding, or maps.

## **2.6.2 Artist Selection Criteria**

1. Eligibility- Public art projects are open to any professional artist whose residency meets the guidelines set forth in the RFP/RFQ. Members of the project consultant's firm or anyone employed thereby, members of the selection panel, or employees of the Town of Jackson or Teton County shall be excluded from consideration.

2. CV/Resume- Artists will be selected on the basis of their qualifications as demonstrated by their past work. Preference will be given to artists that have demonstrated the ability to respond to a project's parameters including; site, context, materials, fabrication, and installation of completed work.

3. Context- Artists shall be selected on the basis of the appropriateness of their proposal to the particular project and its probability of successful completion, as indicated by the merit of their past work. Artists commissioned for site-specific

projects must be able to clearly articulate their given approach to creating work within the context of a project.

4. Design Team- In the case of the design team approach, whereby an artist is commissioned in the conceptual design of a construction project, an artist's willingness to fully participate in a collaborative process will be considered criteria for selection. Additional criteria for selecting artists for design teams shall include but not be limited to the following:

- Proven ability to work effectively in collaborative situations
- Experience in architectural or landscape-based projects
- Experience working with design professionals and integrating artistic concepts into construction documents

6. Equal Opportunity- Selection of an artist will be made without regard to race, gender, religion, sexual orientation, and people with disabilities.

### ***3. Funding for Public Art***

#### **3.1 Public Funding Overview**

The majority of government public art programs are funded through a 'percent for art' program. This type of program allocates a percentage of Capital Improvement Project budgets to integrate public artists in the construction project to aesthetically enhance publicly owned facilities, roads and land. The resulting artwork is integrated into buildings, shelters, parks, trails, retention ponds, parking lots, streetscapes and gateways. This funding method has become widely accepted as demonstrated by the fact that over 350 towns, cities and governmental bodies around the U.S. have public art programs. There are distinct advantages to funding public art through the percent for art mechanism.

- It protects the artwork funds from budget cuts which can occur when public art funds are borne by a municipality's general fund.
- Since artwork funds are determined in advance, early selection of artists and their involvement on project design teams can be achieved. Therefore the artwork can be planned for and becomes part of the fabric of the overall project, rather than an afterthought.
- In recent years, most new programs have allocated more than 1% of CIP project budgets, which ensures sufficient funding to provide for both artwork, program administration and maintenance costs associated with the project. This differs from the traditional model of solely dedicating 1% for art, and funding the administrative position and maintenance through general obligation funds.

#### **Examples of Public Art Ordinances**

<b>Location</b>	<b>Population</b>	<b>Legislated</b>	<b>% for Art</b>
Philadelphia, PA	1,300,000	1959	1%
Loveland, CO	59,563	1985	1%
Longmont, CO	85,000	1987	1%
Greely, CO	98,596	1998	1%
Coeur d'Alene, ID	41,328	1999	1.33%
Boise, ID	208,000	2001	1.4%
Frisco, TX	33,714	2002	2%
Moscow, ID	23,131	2004	1%
Rexburg, ID	17,257	2005	1.25%
Hailey, ID	6,200	2008	1.25%

### **3.2 Percent for Art Program for the Town of Jackson and Teton County**

The flexibility to pool public art funds from multiple smaller projects to create fewer, larger-budgeted projects should be considered as well. It should be noted that every public art project takes significant staff resources to accomplish and maintain.

#### **3.2.1 Amount: 1.5% of eligible Capital Improvement Projects (CIP)'s**

**3.2.2 Eligible CIP's:** Any local government project, whether new construction or renovation, that will be accessed by, or be highly visible to the public, including:

- Construction or remodeling of buildings and structures such as Town and County offices, administration buildings, the Library, fire and police stations, airport terminals, and the recreation center.
- Construction, renovations or expansions to parks, playgrounds, swimming pools, pathways, trails and playing fields.
- Construction or expansion of utilities such as electric substations, water plants and above ground reservoirs, and wastewater treatment plants.

- Construction or renovations to bus shelters, parking structures and lots, and road intersections.
- Construction or renovations to maintenance facilities for public works and utilities, recycling centers and transfer stations.

Projects costing between \$50,000 and \$300,000 will be evaluated on a case-by-case basis by the Public Art Committee to determine if the arts budget will have sufficient impact for the given project. If the project will not be adequately served by a public art project, the Public Art Committee will request to pool the allocated funds to support future projects with larger impact. It should be noted that every public art project both large and small takes significant staff resources to accomplish and maintain. Therefore, the flexibility to pool public art funds will ultimately reduce administrative costs, while creating higher impact projects.

### **3.2.3 Eligible CIP Costs Include:**

- Cost of architectural design, and engineering of construction project
- New construction of a building or of additional space or renovation
- Any reconstruction or renovation of a building or part of a building equal to or exceeding in cost of \$50,000

### **3.2.4 Ineligible costs include:**

- Administration, fees and permits, building demolition, relocation of tenants, contingency funds, land or building acquisition, off-site costs, environmental testing or indirect costs (such as interest during construction), advertising and legal fees.
- Any projects or project cost components specifically excluded by Town Council or County Commissioners.

**3.2.5 Ineligible CIP's:** The public art ordinance will not be applied to projects not visible to the public. Such projects include below grade construction, rehabilitation of equipment, ordinary maintenance, and sewers.

Where a CIP has a scope of work that includes eligible and ineligible items, for example, remodeling and ordinary maintenance, the art budget amount shall be calculated on the eligible portion of the project.

### **3.3 Administrative costs**

15% of the public arts budget will be retained in a separate account for program administration and maintenance of the collection.

### 3.4 Other Funding Options:

Public art integrated into municipal construction projects will benefit from additional funding sources. It is recommended that these funding sources are voluntary, and rely on the success and impact of the public art program to generate interest. An option to contribute to the public art program from these sources is recommended:

- Property tax
- Car registration
- Building permits
- Sewer hook-up
- Lower Valley power bill

For example, a \$4 (Four For Art) option could be added to the Town permit application system. These set aside ideas could be developed with public information that would build awareness of program purposes.

### 3.5 Private Funding Overview

Throughout the country, private developers are discovering that including artwork can enhance the overall quality of a project and give it a unique character, not achievable in other ways. Public art can stimulate private developments that are unique and contribute in a positive way to establishing a regional sense of place. Public art and cultural facilities in private development can heighten the image and the value of a project and its income producing potential. Tenants like artwork and the identity it gives a building.

In the Town of Jackson and Teton County, the Public Art Committee will serve as a source of information for private developers to utilize public art in new development projects.

#### 3.5.1 Public Art Incentive in Lieu of Landscaping

**Amount:** Value of landscaping traded for Public Art

**Eligible Projects:** This incentive will provide private development projects required to meet a landscaping requirement an option to pay for public art enhancements in lieu of landscaping requirements.

**Notes:** The developer may pay a fee in lieu of public art.

Maintenance of public art is the responsibility of the property owner.

**Exemptions:** Reproductions of original works of art; decorative, ornamental or functional elements designed by the architect or consultants engaged by the

architect; elements generally considered to be components of a landscape architectural design except where designed by an artist; art objects which are mass-produced of standard design, such as playground equipment or fountains; directional or other functional elements such as supergraphics, signs, color coding, maps, unless designed by an artist.

### **3.5.2 Public Art Overlay map**

**Summary:** This concept is similar to the Historic District overlay (if a building is slated for demolition, this triggers a review mechanism for the Historical Society to assess the historical significance of the building. The review process lasts for 60 days.) In a similar manner, a public art overlay map will provide a mechanism that will alert the PAC of new private developments proposed within the overlay map. The project can then be reviewed by the PAC to determine if advocacy for public art will be appropriate given the location, size of the project, and developer.

**Policy:** A public art overlay map will provide an internal review mechanism to alert the PAC of new developments. It will be the duty of the Public Art Coordinator to make an initial review of the project to determine if advocacy will be necessary for the new development to consider public art. The review mechanism will be triggered during the 'Sufficiency Review by Town Departments' in the final development review process.

The public art overlay map is located in **Appendix A.**

## ***4. Implementation of the Public Art Plan***

For this plan to be successfully implemented, there needs to be a clear and accountable strategy in the immediate two years. These years are critical to siezing the energy created through the development of this Public Art Plan and building the foundation for this plan to integrate into the Town and County offices and the community it serves. Similar to the Comprehensive Plan, Indicators are listed below as a check list of tasks needed to make the plan work.

### **4.1 Implementation Strategy**

The goal of the implementation strategy is to plan ahead, identifying measurable goal and milestones to put the public art plan into effect.

#### **2010 Strategy**

- Finalize and release the public art plan.

- Cultural Council establishes and appoints members to the Public Art Committee.
- Initial seed funding identified for Public Art Coordinator through grants or private support.
- Public Art Committee trains and employs Public Art Coordinator. Public Art Coordinator begins work on the following:
  - Advocate for public art in eligible SPET Tax projects, prospectively administering a pilot public art project in conjunction with a voter approved SPET Tax project.
  - Identify and advocate for public art in upcoming private development projects.
  - Continue educating the public, elected officials, and stakeholder groups about public art and the public art plan.
  - Ensure language in support of public art is adopted with the Comprehensive Plan.
  - Focus on potential projects with the strongest impact. This means that projects where the largest public audience will experience the work will take priority such as: gathering spaces, parks, trails, bus stops and gateway locations.
  - Work with the Planning Department to propose amendments to the Landscaping Surface Ratio LDR for public art in lieu of landscaping. Implement the public art overlay map and associated review mechanism.

### **2011 Strategy**

- Draft a call to artists for a SPET Tax project.
- Coordinate with Town and County planning initiatives. The Public Art Coordinator should be involved in the CIP (Capital Improvement Plan) process, so that projects can be identified at the earliest stages.

### **2012 Strategy**

- Ordinance adoption

### **Appendix A- Public Art Overlay Map**

### **Appendix B- Public Art Program Profiles**

#### **Seattle Art Commission, Seattle, Washington:**

One of the unique features of Seattle's public art program is that eligible CIP's include utility plants in addition to the construction or remodeling of any building, structure, park, street, sidewalk, or parking facility. In the construction of a new electrical substation, 3 artists were commissioned to work in collaboration with architects, engineers and other professionals to approach a project as a whole, and

in which the artwork was integrated seamlessly throughout the project. The result was a whimsical integration of the artists' sensibility into every aspect of the substation from security signage, color-coding pathways of electricity as a visual guide to a series of whirligigs throughout the entire substation. The substation is now a popular neighborhood attraction.

### **Public Art and Design Program, Broward County, Florida**

In 1995, the Art in Public Places Program of the Broward County Cultural Affairs Council went through a master planning process, resulting in a shift of the program away from the more traditional placement of paintings and sculpture in public spaces toward the enhancement of urban design through artist participation on design teams. A direct result is that artists are now brought into the CIP process at the same time as architects, and work with the architects as collaborators. Artists are also encouraged to reach out to the community in the early stages of the design process to ensure that the resulting artworks respond to community needs and perceptions. The master planning process also broadened the definition of eligible CIP's to include parks, highways, bridges, sidewalks, and bikeways, above grade utility and road beautification projects. By applying the public art and design efforts to include a wide variety of CIP's, the opportunity has been created to effect, over time, the whole look of urban design in Broward.

### **San Jose Public Art Program, San Jose, California**

The San Jose Public Art Program, funded by a two-percent mandate, emphasizes community input through an extensive public process. While developing a series of commemorative art projects, staff determined that a public process was critical to realizing meaningful projects, and that outreach to the public had a direct bearing on the relevance of those projects to the community.

### **Appendix C - Sample Artist Contract**

- A. Contract Terms**
- B. Title and Ownership**
- C. Reproduction Rights/Copyright**
- D. Warranties/Risk of Loss**
- E. Fabrication and Installation**
- F. Maintenance**
- G. Risk Management**
- H. Documentation**
- I. De-accession**
- J. Signage**
- K. Contract Enforcement**
- L. Termination or Cancellation of Contract**
- M. Project Delays**
- N. Contingency Fees**

A contract is the formal agreement between either the Town of Jackson and/or Teton County and the artist that outlines what is required and expected of each party. Contracts include all the information necessary for a clear understanding between the artist and the Town of Jackson and/or Teton County. The contract will detail the commission amount, the artist's expected payment date, the party responsible for payment, and the procedure by which the artist's designs and maquettes will be reviewed and approved. Schedules for fabrication, transportation, and installation of the artwork and the responsibility of the Town of Jackson and Teton County in maintaining the completed work will also be detailed. Although there will be a standard contract, flexibility within its structure will address the particulars of each project.

In cases where artists are not familiar with contracts or binding agreements, the Public Art Coordinator will take time to walk the artist through the process ensuring that the requirements and expectations are clear, especially with regard to budgets and time tables. Any questions on contract issues will be clarified with Town and County administrators.

#### **A. Contract Terms**

The following items will detail the necessary structure of an artist contract with the Town of Jackson and Teton County.

#### **B. Title and Ownership**

The artist retains all rights and interest in the artwork except for rights of ownership and possession, which are passed to the Town of Jackson and Teton County upon final acceptance. The artist warrants that the artwork is his/her sole and original creation, and does not infringe upon any copyright or trademark. If the commissioned artwork is one of a multiple edition, the warranty will be modified to state this fact.

#### **C. Reproduction Rights/Copyright**

The artist retains all rights under the Copyright Act of 1976. However, the artist agrees not to make an exact duplicate or permit others to do so, except by written permission of the Town of Jackson and Teton County; the artist also grants the Town of Jackson and Teton County the irrevocable license to make two-dimensional reproductions for promotional purposes. In turn, the Town of Jackson and Teton County agrees to give the artist the appropriate credit on all such promotional pieces. The credit will include the copyright symbol, the name of the artist, the title of the piece, and the date of completion.

#### **D. Warranties/Risk of Loss**

The artist warrants that:

1. The artwork is made of quality materials;
2. The artwork is free of defects; and
3. The artwork will remain in good condition for 10 years under normal conditions with routine maintenance.

Additionally, the artist will remedy at his/her own expense any defect that occurs during the first year after installation. Finally the artist warrants that the artwork will not contain any physical characteristics which would pose a hazard to public safety.

#### **E. Fabrication and Installation**

Because no two public art projects are exactly the same, the fabrication and installation stipulations required of artists in their contracts will be fairly general in nature. In terms of fabrication, the contract will stipulate reasonable durability and protection of materials. The Town of Jackson and Teton County Call for Artists may outline material preferences for maintenance. Artists will supervise fabrication to assure quality-control warranties of the contract. Fabrication requirements will include, at minimum, that:

1. Artworks be free from defect;
2. Artworks be made of high-quality materials;
3. Craftsmanship be of high quality; and
4. The artist, the Town of Jackson and Teton County, and members of the selection panel will review the fabrication of the work while in progress.

Installation responsibilities between the artist, the Town of Jackson and Teton County, and the specific commissioning agency will be detailed in contracts. For installation, the artist's methods will be approved by the commissioning agency and, if necessary, a state-licensed engineer (particularly when artists are responsible for paying for the installation). The permanence of the installation will be the issue of that approval, and specific requirements will be imposed, such as the use of safety hardware for hanging a suspended artwork. In addition, the following points will be considered:

1. The artist will approve site preparation before installation begins;
2. Artwork is to be installed when it is in no danger of being damaged by on-site construction work;
3. Standards and requirements set forth by the commissioning agency for installation should be adhered to; and
4. The artist is responsible for loss or damage to artwork prior to its installation on Town or County property.

#### **F. Maintenance**

The artist will submit maintenance requirements and guidelines for the artwork to the Town of Jackson and Teton County, developed in conjunction and cooperation with the commissioning agency. In turn, the Town of Jackson and Teton County will maintain the artwork and make decisions regarding repairs and restoration based on the maintenance guidelines submitted, and in consultation with the artist when necessary (as per the Visual Artists Rights Act of 1990). The Town of Jackson and Teton County agrees that it will not intentionally destroy, damage, alter or modify the artwork, and that the artist will be informed, and will consent to any alteration of the artwork prior to repair work commences.

#### **G. Risk management**

The artist shall provide and maintain policies of comprehensive general liability insurance in specified amounts to be determined by the Town of Jackson and Teton County, covering the period from which the art is being installed until the final acceptance by the Town of Jackson and Teton County. The Town of Jackson and Teton County and the architect will be named as the insured on all insurance policies.

Assignment of the insurance responsibility prior to, during, and after installation is clarified in contracts.

The following points should be considered:

1. To reduce the Town of Jackson and Teton County's liability, fabrication will be done off-site whenever possible;
2. The engineer who signs off on the artist's drawing must verify that the final artwork has been built to specifications, by inspecting the artwork after installation;
3. The artist is responsible for providing general liability insurance when the artwork is in transit, being delivered, and being installed; and
4. The artist is responsible for any damage to the artwork until installation on Town of Jackson and Teton County property.

## **H. Documentation**

The artist must submit a detailed description of the project with approved designs and drawing to the Town of Jackson and Teton County upon completion of the work. The artist is responsible for providing photo documentation, and should include these costs in the budget for the project.

## **I. De-Accession**

De-accessioning may be addressed by referring to the de-accessioning policy or by specifically addressing the issue directly in the contract. De-accessioning public art must consider the federal regulations set forth in the Visual Artists Rights Act of 1990.

## **J. Signage**

The Town of Jackson and Teton County will prepare and install a plaque at the site that identifies the artist, the title of artwork, copyright symbol, date of completion, size of the work, and medium.

## **K. Contract Enforcement**

Performance requirements identify whether or not artists are in compliance with the stipulation of the contract. There must be set guidelines if an artist is late, over budget, or completes the project ahead of schedule. These requirements may be tied to budget allocations. When the artist is under contract with the architect, the architect is responsible for the enforcement of that contract.

## **L. Termination or Cancellation of Contract**

The agreement terminates if the underlying construction project is canceled. The Town of Jackson and Teton County may also terminate the agreement if the artist willfully or negligently fails to fulfill any of the covenants, agreements, or stipulations of the agreement in a timely manner. If the artist is not able to produce an acceptable design in a timely manner, the body with which the artist has contracted (the architect or the Town of Jackson and Teton County) has the right to terminate the contract by giving written notice to the artist of its intent. The artist shall have thirty (30) days to cure the default by producing an acceptable design. If the artist defaults, all finished and unfinished drawings, sketches, photographs, models, and maquettes of the work shall become the property of the Town of Jackson and Teton

County in payment for damages caused to the Town of Jackson and Teton County by the default on the part of the artist.

The Town of Jackson and Teton County must pay the artist for any work completed up to the point of termination as stipulated by the payment schedule. The remaining monies revert back to the Town of Jackson and Teton County to finance the completion of the artwork when feasible. the Town of Jackson and Teton County may withhold a reasonable amount of payment to the artist until the exact amount of any damages is determined.

Should an artist's contract be terminated by the Town of Jackson and Teton County due to negligence or noncompliance on the part of the artist, the Town of Jackson and Teton County has the right to consider that artist ineligible for any future art projects funded by the Town of Jackson and Teton County.

### **M. Project Delays**

If the artwork is ready on time, but the construction project is late, the commissioning agency should pay all maintenance and storage costs for the artwork until it can be safely installed. When an artist completes a work before the completion date agreed upon in the contract, the artist will be responsible for storage charges. Should the construction project be completed on schedule, but, due to conditions beyond reasonable control, the artist is late producing the finished artwork, it will not be considered a breach of contract, and the Town of Jackson and Teton County will grant a reasonable extension of time to the artist. If the Town of Jackson and Teton County incurs costs associated with such a delay, the contingency fee (see below) will be used to cover these charges.

### **N. Contingency Fee**

Ten percent of the total art project budget will be set aside as a contingency fee to cover unforeseen and unavoidable expenses associated with the artist's completion of the project. If the contingency fee is not adequate to cover such costs, a renegotiation of the budget terms of the contract and/or an option to terminate the contract can be considered. If the contingency fee is not used, it can be either added to the artist's design fee, or set aside for emergency conservation of the artwork, or split between the two.