

A SUBSTITUTE ORDINANCE
BY COMMUNITY DEVELOPMENT / HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO ADOPT THE “CITY OF ATLANTA PUBLIC ART MASTER PLAN” AND TO AMEND (PART 1 CHARTER AND RELATED LAWS, SUBPART A, APPENDIX IV, SECTION 33, CHAPTER 110, ARTICLE II, SECTION 110.38, CHAPTER 46 ARTICLE III SECTIONS 46-76, 46-77, 46-78, 46-79, 46-80, 46-81, 46-82 OF THE CITY OF ATLANTA CODE OF ORDINANCES SO AS TO ADOPT AND IMPLEMENT THE RECOMMENDATIONS OF SAID REPORT; TO ESTABLISH A PUBLIC ART ORGANIZATIONAL STRUCTURE; TO ESTABLISH A GIFT POLICY AND A DEACCESSIONING POLICY FOR PUBLIC WORKS OF ART; TO INCREASE THE 1% FOR ART TO 1.5%; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

WHEREAS, the City of Atlanta commissioned a comprehensive Public Art Master Plan in 1994 to assess the current status of public art in Atlanta and to guide Atlanta’s future art initiatives through the 1996 Olympic Games, and

WHEREAS, in April of 1999 a task force was convened to review and update the initial Public Art Master Plan to determine how the plan would meet the needs of a growing Atlanta, and

WHEREAS, a number of recommendations to strengthen the existing plan were identified with public participation and a revised Public Art Master Plan followed in 2001, and

WHEREAS, the Bureau of Cultural Affairs has submitted a comprehensive report entitled “City of Atlanta Public Art Master Plan” (hereafter, Plan) to develop a new approach to public art in Atlanta, building on the strengths of the existing ordinance, the initial plan commissioned by the Project for Public Spaces, Inc. and the recommendations from the Public Art Master Plan task force, setting forth a series of policy measures, processes and procedures that will enable the City to fulfill its public art objectives, and

WHEREAS, the Public Art Master Plan calls for the establishment of a Public Art Advisory Committee to assist the Bureau of Cultural Affairs and the Department of Aviation’s Airport program in defining the direction of public art in Atlanta, and

WHEREAS, the Public Art Master Plan has identified the need for standardized procedures for careful review process regarding the acceptance of gifts of public art, including review of artistic merit, site appropriateness, city liability, and cost of maintenance, as well as policy for the de-accessioning of public art, and

WHEREAS, the city of Atlanta’s Public Art programs will be enhanced by the ability to implement public art projects through the use of pooled funds, the use of temporary installations and project-specific works of public art, and



WHEREAS, the many works of art in need of restoration and/or maintenance will benefit from a recommended increase of .5% to be allocated into a maintenance and conservation program for works of public art, and

WHEREAS, the Mayor has reviewed the Plan and recommend that the Council adopt said Plan; and

WHEREAS, the adoption of the Plan and the implementation of the Plan's recommendations require amendments to existing ordinances governing public art in Atlanta,

NOW BE IT HEREBY ORDAINED BY THE COUCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1: The Council hereby adopts the "City of Atlanta Public Art Master Plan", a copy of which is attached to this ordinance, as a guide for the development and implementation of a comprehensive approach to public art in the City of Atlanta, and authorizes the Bureau of Cultural Affairs and the Department of Aviation to implement the policies and programs substantially in the form contained therein, including but not limited to:

- (1) An increase in the percent for art ordinance to 1.5%;
- (2) Establishment of a Public Art Advisory Committee (PAAC) to act as an ongoing advisory group to the City's public art programs. Appointed citizens of an approximately nine-member advisory committee selected by the Bureau of Cultural Affairs, will review gifts of public art and commissions, and advise on the overall public art plan. Members will serve two-year terms either consecutive or nonconsecutive.
- (3) Establishment of a formal Gift Policy and a formal De-accessioning Policy;
- (4) Reservation of twenty (20) percent of all percent for art funds for the purpose of funding maintenance and program administration for the purpose of documentation and conservation of art works, community outreach and public education, developing an annual municipal arts plan for the review and approval of city council, fund development, managing the public art program, organizing and maintaining a Public Art Idea Bank, and other duties as recommended in the Public Art Master Plan.

SECTION 2. , that Part I Charter and Related Laws, Subpart A, Appendix IV, Section 33 and Chapter 110, Article II, Section 110.38, "functions and duties of the Bureau of Cultural Affairs" is hereby amended by adding a new subsection (7) as follows:

- (7) Developing policies and procedures to implement the Public Art Master Plan

SECTION 3. Chapter 46, Article III Sec. 46-77, "Works of Art in Public Places; policy" hereby amended by adding the following sentence:

The City of Atlanta Public Art Master Plan shall guide the development, administration and maintenance of public art in Atlanta.



SECTION 4. Chapter 46, Article III Sec.46-76, “Same; definitions” is hereby amended as follows:

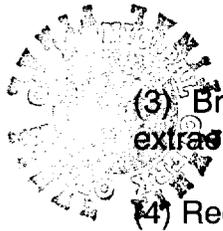
- (a) *Construction project means any capital project, including but not limited to those paid wholly or in part by the city with voter non school general obligation bonds, annual general obligation non school bonds, public grants except where prohibited, park improvement funds, revenue bonds and general funds, for the purpose of constructing or remodeling any building, decorative or commemorative structure, park, street, sidewalk, parking facility or utility or any portion thereof within the City of Atlanta.*
- (b) *Eligible funds means funds which pay for actual construction costs. This excludes funds which pay for engineering, architecture, acquisition, land acquisition and interest costs, as well as any incidental costs not associated with construction. Further, it refers only to that portion of public funds, which come from sources other than general obligation school bonds, private grants (except where expressly stated in the conditions of the grant itself) and assessment programs.*
- (c) *Municipal art account means the account within each eligible fund in which one and one half percent (1.5%) of all eligible funds for construction projects are deposited each year, and of which 80% shall be expended on the selection, design and development of works of public art, and 20% reserved for maintenance of works of public art and arts administration by the Bureau of Cultural Affairs (BCA). BCA shall be the administrator of all municipal arts accounts and have sole expenditure authority on said accounts.*
- (d) *Municipal art plan means an annual plan developed and administered by the Bureau of Cultural Affairs for the aesthetic enhancement of all capital construction projects paid for by eligible funds in a particular year.*

SECTION 5, Chapter 46, Article III Sec. 46-78, “Same; funds for works of art” is hereby amended as follow:

All request for appropriations for construction projects from eligible funds as defined in Section 46-76 shall include the encumbrance of an amount equal to one and one-half (1.5) percent of the estimated cost of such projects for public works of art and shall be accompanied by contractual requirements authorizing the Bureau of Cultural Affairs to expend such funds after the same have been deposited in a municipal arts account. When any such request for construction projects is approved, the appropriation for such construction projects shall be made and shall include an appropriation of funds for works of art, at the rate of one and one-half (1.5) percent of project costs to be deposited into the municipal arts account as a line item in each fund. Money identified by each bureau, or agency for its public art percentage program shall be expended for payees as prescribed by the municipal arts plan, as provided in section 46-79(2).

SECTION 6. Chapter 46, Article III Sec. 46-79, “Same; Authority of the Bureau of Cultural Affairs” is hereby deleted in its entirety and substituted therefore by the following:

- (1) *Prepare for review by the Mayor and Council, a municipal arts plan which shall outline the expenditure of funds from the municipal arts account(s). Such plan shall include, but not be limited to, the methods(s) of commissioning artists, specific locations and expenditures for specific works of art, and maintenance and administration of the public arts program;*
- (2) *Cause the municipal arts plan to be an integral part of the office’s recommendations with regard to the city’s comprehensive development plan and the capital improvement plan;*



(3) Bring to the attention of the city council any proposed work of art requiring extraordinary operation or maintenance expenses;

(4) Recommend the placement of works of art consistent with section 46-81;

(5) Make recommendations regarding artist(s) selections without regard to an individual's or the perception of an individual's race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or the use of a trained dog guide by a blind, deaf or otherwise physically disabled person;

(6) Make recommendations to the council as to the amount of money required in advance to carry out contracted projects by artist(s); the amount advanced shall not exceed one third of the total allocable to such artist(s) for the contracted work of art and shall be approved by the council and mayor prior to payment; and

(7) Review prior to final payment all works in order to report on the conformity of the finished work with the approved plans or other document describing the work of art to be carried out.

(8) Approve all expenditures from municipal arts accounts of which eighty (80) percent shall be expended on the design, selection and development of works of public art, and twenty (20) percent shall be expended on maintenance and administration of the public art program.

(9) Develop procedures for implementation of the policy governing the acceptance of gifts of public art to the City and the policy governing the process for the de-accessioning of public art.

(10) Establish guidelines for and recommend the appointment of a Public Art Advisory Committee comprised of representatives from the business community, the arts community and the citizens of Atlanta, to advise and assist the Bureau of Cultural Affairs on matters regarding the implementation of public art policies for Atlanta.

(11) Review and approve all capital construction projects for compliance with the percent for art section of the Code of ordinances, and determine if said percent for art funds shall be utilized on or about a specific project, or pooled with other funds for larger public arts projects located within the city of Atlanta, with the assistance of the Public Art Advisory Committee.



SECTION 7. Chapter 46, Article III Sec. 46-81, "Same; Account and payments" is hereby amended as follows:

There is established a special account within each eligible fund designated the "municipal arts account into which funds are appropriated as contemplated by Section 46-78 and 46-79 hereof shall be deposited. Each disbursement from such account (s) or from other appropriations for works of arts shall be approved by the Bureau of Cultural Affairs, as authorized by the city council. Twenty percent (20%) of each municipal arts account shall be reserved for the administration and maintenance of works of public art by the Bureau of Cultural Affairs.

SECTION 8. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Ordinance Draft / Created on 06/13/01
Public Art Master Plan

Page 5 of 5

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED as amended by the Council
APPROVED by the Mayor

JUL 16, 2001
JUL 24, 2001



CITY OF ATLANTA
DEPARTMENT OF PARKS RECREATION & CULTURAL AFFAIRS

BUREAU OF CULTURAL AFFAIRS
CITY HALL EAST • 5TH FLOOR • 675 PONCE DE LEON AVE.
ATLANTA, GEORGIA 30308

PUBLIC ART MASTER PLAN

FINAL DRAFT

CAMILLE RUSSELL LOVE
DIRECTOR

JUNE 8, 2001



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ATLANTA PUBLIC ART MASTER PLAN

Preface

In 1994, a multi-disciplinary team was hired by the BCA to initiate a Public Art Master Plan for the City of Atlanta. This team, lead by Project for Public Spaces Inc. and the Public Art Fund, both based in New York, worked with advisors from the Atlanta community and the Bureau of Cultural Affairs (BCA) to develop an initial plan.

The initial plan focused on broadening the public's participation in creation of a public art master plan and increasing the public's awareness of both the then 17 - year-old Percent-for-Art Ordinance and the projects which had been completed. During its three site visits to the City, the team coordinated several days of meetings designed to assemble individuals, organizations, and City agencies all with a stake in public art.

Several aspects of the BCA's public art program were discussed, including artist selection, creating more opportunities for local artists, encumbering funds, siting public art in neighborhoods, increasing the communities' involvement in decision making, and broadening the definition of public art.

Meetings were held with the appropriate City agencies, including the Bureaus of Planning, Parks, Finance, Purchasing and Real Estate, Contract Compliance, Construction Management, and the Urban Design Commission. Meetings were also held with representatives from other agencies involved in public art projects, such as the Fulton County Arts Council, the Atlanta Fulton Public Library, the Architecture Society of Atlanta, The Atlanta Committee for the Olympic Games, and the High Museum of Art. In addition, the team attended several monthly Neighborhood Planning Unit (NPU) meetings, and individual meetings were held with NPU chairpersons. Input from local artists was solicited and coordinated with the assistance of the Individual Visual Artists Coalition (IVAC).

The team also developed a questionnaire to gather information regarding the perception of public art in Atlanta. During the course of the project, surveys of over 100 people were conducted at the site of two public artworks. The results suggested that there was a tremendous interest in, and support for, public art in the City. The team also photographically documented many of the public art works in the City's



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collection. This was the BCA's first systematic documentation of its public art collection.

A public forum designed to solicit public reaction and suggestions from the community was held to help further refine the plan, to review the draft recommendations, and to generate excitement.

The team reviewed several of Atlanta's urban design and public art documents, including the Percent-for-Art Ordinance, Arts Blueprint for Action, calls for artists, and artist contracts. A wide range of Percent-for-Art documents and materials from many cities across the country were collected, including ordinances, gift policies, de-accession policies, sample contracts, master plans, artist and site selection procedures, funding sources, project cost data, fabrication and installation requirements, and organizational structure information.

As part of the information gathering activity, telephone and in-person interviews and discussions were also held with artists, arts administrators, and Percent-for-Art Program directors.

The initial Plan, based upon an extensive review of both the existing Percent-for-Art-Program in Atlanta and innovative programs and projects across the United States, guided the Bureau of Cultural Affairs (BCA) through the 1996 Olympic Games and the procurement of a number of new projects. The plan provided additional structure and support to the public art program and a context for implementing future changes to the Percent-for-Art ordinance.

In April of 1999 a task force was convened to review and update the initial Public Art Master Plan. Participants discussed details of the existing plan, developments within Atlanta City government, and other plans around the nation. The task force also looked at how the plan would meet the needs of a growing Atlanta. A number of recommendations to strengthen the existing plan were identified and a revised Public Art Master Plan followed.



EXECUTIVE SUMMARY

The Public Art Master Plan (PAMP) will give structure to public art stewardship in Atlanta while setting forth a series of policy measures and processes to enable the City to fulfill its public art objectives effectively and efficiently. This plan references all Public Art Programs administered by the City of Atlanta. Specifically, PAMP proposes the following actions:

1. DEVELOP GOALS FOR PUBLIC ART IN ATLANTA

- Broaden the definition, types and locations for public art
- Strengthen the administration and the inter-agency coordination for the planning, siting, and conservation of public art.
- Increase community awareness, involvement, and ownership of public art projects.
- Develop processes for site, artists and art selection that reflect community values and identity.
- Foster cooperation and coordination among public art interests City-wide.

2. CHANGE THE PERCENT-FOR-ART ORDINANCE

- Provide for a consistent and systematic allocation of funds to support public art.
- Allow for temporary and permanent artworks located away from municipal construction project sites, with special emphasis on community-based projects.
- Allow for flexibility in the use of public art funds to expand the opportunities for siting artworks throughout the City and particularly in communities where there is tremendous demand for, and interest in, public art.



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- Provide for efficient levels of program administration and special maintenance and conservation of existing public art works.

3. LEGISLATE NEW SOURCES OF PERCENT-FOR-ART FUNDING

- Increase the percentage from 1% to 1.5% on all municipal capital construction projects.
- Include enterprise funds and 1% of airport construction funds for the Airport Art Program as eligible funds.
- Designate specific geographic locations to encourage a public art component.

4. REVISE AND EXPAND THE PUBLIC ART ORGANIZATIONAL STRUCTURE

- Implement a Public Art Advisory Committee: a 9 (nine) member committee comprised of representatives from the arts, community, and business sector will assist the Bureau of Cultural Affairs (BCA) in short- and long-term planning, assisting in the review of gifts of art to the City, and helping with educational and community outreach.
- Implement a Public Art Interagency Task Force: an interdepartmental working group with representatives from Finance, Purchasing and Real Estate, Law, Contract Compliance, Risk Management, Parks, Planning, Public Works, Construction Management, Aviation, and the Mayor's Office. This committee would meet several times a year to work with the BCA on the development of the Annual Percent for the Arts Plan and assist in identification of all Percent-for-Art funds and eligible projects on an annual basis.

5. DEVELOP AN ANNUAL PERCENT-FOR-ART PLAN

Prepare a plan with input from the Public Art Advisory Committee and the Public Art Interagency Task Force, that describes the upcoming year's public art projects. This plan will identify capital construction projects



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eligible for funding, describe the proposed public art projects for the year, and define the artist selection procedures.

6. AMEND THE PROCEDURES FOR ARTIST AND SITE SELECTION

- Expand the opportunities for community involvement in the program including an increased role of stakeholders in the conceptualization, artist selection, and review of projects. Additionally, the Public Art Advisory Committee and Public Art Interagency Task Force will help the BCA outline goals for the year and suggest artist and site selection procedures to accomplish those goals.

7. ESTABLISH A GIFT POLICY AND PROCEDURES

- Direct all potential gifts of public art to the Bureau of Cultural Affairs (BCA) for review and recommendation.
- The UDC will review potential gifts and recommend their acceptance or rejection to the Mayor and City Council.
The UDC will base its recommendation on information submitted by the donor and supplemented with input from relevant entities including the BCA, other impacted City agencies (e.g., Parks, Planning, Public Works), and the appropriate Neighborhood Planning Unit.

8. ESTABLISH A DEACCESSIONING POLICY AND PROCEDURES

- Authorize the UDC to review public art proposed for de-accessioning and recommend their acceptance or rejection. The UDC will base its recommendation on information submitted by the BCA, community, other impacted City agencies (e.g., Parks, Planning, Public Works) and the appropriate Neighborhood Planning Unit.

9. CHANGE THE EXISTING CONTRACTS

Modify existing contracts to expedite the approval of artist contracts, control project costs, solve problems related to project evaluation, fabrication and installation and specify the relationship between, and responsibilities of artists and commissioning City agencies.



40. IMPROVE PUBLIC ART PROGRAM ADMINISTRATION

Develop all aspects of the administration of the Public Art program, including education, outreach, artist eligibility and diversity, compliance, maintenance, conservation, documentation, and evaluation of the City's public art collection.



1. Goals of the Public Art Master Plan

The overall goal of the Public Art Master Plan is to develop a new approach to public art in Atlanta. Enhancement of the existing Percent-for-Art Ordinance will enable the City to fulfill its public art objectives. Specifically, the Public Art Master Plan seeks to address the following key objectives:

1. Broaden the definition of the Percent-for-Art Ordinance.

- A. Currently the Percent-for-Art Ordinance restricts usage of funds for art projects associated with a specific construction project. Though the BCA has received financial assistance from the Parks Bureau and has used general City bonds to pool funds for some location projects, these collaborations have not been consistent or systematic. In several instances, the BCA has been obligated to use Percent-for-Art funds designated for a building site, though an alternate site might have had a greater impact (e.g. closer location to the community).
- B. Though the Percent-for-Art Ordinance does allow for temporary art projects, this aspect of the program has never been fully developed. In addition, the potential for creating rotating public art projects has not been explored. Temporary art projects provide several benefits: (1) the training of local artists in producing public art—while simultaneously activating specific public spaces; (2) the opportunity for artists to create artworks that incite debate; and (3) the venue for the expression and discussion of a changing agenda of social, economic, and political issues.
- C. The current ordinance does not allow for the flexible use of public art funds. A more formalized, yet flexible, process needs to be introduced in order to expand the opportunities for siting artworks throughout the City and particularly in communities where there is tremendous demand for, and interest in, public art.



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Strengthen and streamline the administration and interagency coordination for the planning, siting, and conservation of public art projects.

- A. The public art organizational structure needs to be expanded in order to efficiently manage a successful public art program.. There should be adequate staff to address the areas of maintenance and conservation, documentation, education and outreach, contract supervision, or project and program evaluation.
- B. Cooperation and communication between City agencies is greatly needed to effect the following: the timely allocation of Percent-for-Art funds from construction projects to the BCA; the early involvement of artists in the design process; the prompt processing of artist design contracts; and the BCA's ability to plan for, and ensure, diversity.
- C. The staff from the Department of Planning, Development & Neighborhood Conservation and other City agencies needs to be made aware of the public art requirements and the timetable for the introduction of artists into a project. City staff involved with construction should be periodically informed about the Percent-for-Art Program review processes and implementation requirements.
- D. Contracts need to be refined. In order to improve efficiency and reduce bureaucratic delays, there needs to be better control of project cost, increased ability to enforce contract terms, and measures to ensure risk management. (These issues impact the artist's ability to produce work in a timely manner as key members of the design teams. *See Section 9, Contracts.*)
- E. Percent-for-Art monies currently exist for providing artists with public art commissions. Funds are not available, however, for local artists to be trained, educated, and professionally developed in the public art process. This support will aid artists in successfully completing public art projects. Consequently, the BCA will be able to serve the City better by increasing the pool of qualified artists.



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A Memorandum of Understanding between the City of Atlanta and the Atlanta Public Arts Legacy Fund (APAL) establishes a working relationship for the purpose of providing support for the conservation, restoration, and non-routine maintenance of designated artwork in the public art collection. Yet, there should be a program for emergency and preventative maintenance and conservation of all works in the City's public art collection. The City agencies that commission, or have jurisdiction over, works of art may not be aware of, nor accept, responsibility for routine maintenance and care of those works. The BCA needs the authority to set aside a portion of each public art project budget to cover program overhead, administration, emergency maintenance, conservation, documentation, and evaluation.

3. Increase community awareness, involvement, and ownership of public art projects.

One of the principle findings of the research conducted for the public art plan is that there is considerable interest in Atlanta neighborhoods to produce public art. It was determined from the surveys that communities view public art as a way of dealing with problems, such as at-risk youth. Artists are able to work with teenagers to create a work of art while also providing positive role models and a sense of community that would not ordinarily be possible.

The BCA has made considerable progress in initiating programs that address the findings outlined in the survey. Increased involvement of Atlanta's communities is evident in the development of public art projects like *The Summer Mural Program*. Initiated in 1999, the program teams artists with children from Camp Best Friends and other summer youth programs to collaborate on mural projects. The murals are installed at sites throughout the community.

- More action must be taken to increase community involvement and ensure that public art projects reflect the interests and culture of the surrounding community. Communities need to be able to participate in the conception and development of public art—not just react to a finished piece. Negative reactions to public art projects can often be traced to the lack of initial involvement.



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- There needs to be a mechanism for soliciting and receiving contributions toward the purchase or commissioning of public artworks from the private sector. More community involvement and community-based public art projects will increase private support for public art in the City.

4. Develop processes for site, artist, gift, and art selection that reflect community demographics, values, and identity.

- Currently, most artists are selected using the process of "open calls," a procedure that is time consuming, administratively unwieldy, disliked by many artists, and often difficult to manage. Though the BCA often uses blind juries to assure equality among artists, many artists continue to consider the selection process exclusionary and unfair. New processes for selecting artists and art projects are needed to better relate new public art to communities.

- Policies need to be established for the review of proposed gifts of public art to the City, for considering artworks for de-accession, and for determining criteria for art project site selection.

- Finally, Atlanta lacks useable and active public spaces. The role that public art can play in activating the City's public spaces needs to be emphasized.

5. Foster cooperation and coordination among public art interests Citywide.

- Partnerships need to be formed and/or continued with other public art programs, organizations, and institutions, such as Atlanta Public Arts Legacy (APAL), The Metropolitan Public Art Coalition (MPAC), the Fulton County Arts Council, Individual Visual Artist's Coalition (IVAC), the High Museum of Art, and the Atlanta Fulton Public Library. The resulting entities will help to provide ongoing input to the BCA, create a unified public art front, and pave the way for



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long-term interdepartmental collaborations. Collaboration between the public and private sectors will also increase the source of funds available for community-initiated public art projects.

The relationship between the Department of Aviation's Airport Public Art Program and the Bureau of Cultural Affairs (BCA) Public Art Program should be strengthened and coordinated. Cooperation between the two agencies will ensure the long-term health and vitality of public art in Atlanta. Interdepartmental cooperation and collaborations between the two programs will ensure a unified front for public art in Atlanta.



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In order to clarify the goals of public art in Atlanta, the following mission statements should be adopted regarding the role of public art in Atlanta.

The mission of the City of Atlanta Public Art Programs are:

The Bureau of Cultural Affairs

Produce public artworks with the full consultation and cooperation of the community for whom it is intended;

Site artworks in publicly accessible residential, commercial, municipal, and recreational sites throughout the City's neighborhoods;

Anchor, activate, and revitalize the City's urban spaces and provide opportunities for artists to play active roles in this planning and redevelopment process;

Involve local, regional, and national artists of diverse backgrounds, and give artists a chance to advance their art forms with temporary as well as permanent works of public art;

Provide for the conservation, maintenance, and cataloging of the public art collection;

Encourage public dialogue about, and understanding of, works of public art; and

Emphasize an aggressive public education and community outreach effort to ensure the long-term success of the Public Art Program.

The Department of Aviation

The Airport Art Program is envisioned as an essential customer service and is designed to be in support of the Department of Aviation's mission "To Be The World's Best Airport by Exceeding Customer Expectations." The Airport Art Program helps to humanize the vast scale of the airport environment, to highlight the distinctive culture of Atlanta and the South, underscore the airport's stature as an international gateway, to make the distances that must be traversed seem shorter and more enjoyable, support local artists and to create an environment that is more beautiful, thought-provoking and memorable.



2. Percent-for-Art Ordinance (Changes)

A. *The Percent-for-Art Ordinance should be legislated within a year of the adoption of the Master Plan and include the following:*

1. The creation of an interagency task force assigned to work with the BCA to help develop the annual Percent-for-Art plan and to assist in the identification of Percent-for-Arts funds and eligible projects on an annual basis.
2. Requests for Proposals (RFPs) and bid documents issued by the Bureau of Purchasing and Real Estate for capital construction projects must include: (1) a statement describing the art component; (2) the requirement that the architect work with an artist in the development of a Percent-for-Art project; and (3) a description of the role of the artist in the project as outlined in the annual Percent-for-Art Plan.
3. Commitment from the Bureau of Purchasing and Real Estate that project funds will not be released nor will architects be allowed to begin work unless information regarding the existence and requirements of the Percent-for-Art Program is described in the RFP.
4. The inclusion of the Airport Art Program in the City's Percent-for-Art Ordinance and a set aside of 1% of airport revenue funds from construction projects at Hartsfield Atlanta International Airport. Eligible funds would include actual construction or renovation costs of the building/facility and would exclude engineering and architectural fees, land acquisition, site preparation such as earth moving, roadways, etc.



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B. *The use of Percent-for-Art funds should be expanded to include:*

1. Temporary and permanent artworks located away from municipal construction project sites, with special emphasis on community-based projects.
2. Funding of off-site art with pooled monies from small capital improvement projects.
3. Program administration and special maintenance and conservation of existing public art works.
4. Support for the development of rotating exhibitions throughout the airport, commissioning temporary and permanent site-specific artworks and providing for the ongoing conservation and maintenance of all airport art.

C. *Sources of Percent-for-Art funds should be expanded to include:*

1. One and one half percent (1.5%) of all municipal capital construction projects in an effort to facilitate the management and funding of the expanded Percent-for-Art Program in a professional and efficient manner;
2. One percent (1%) of construction funds from revenue funds from construction projects at Hartsfield Atlanta International Airport to support the Airport Art Program; and
3. A Public Art Trust Fund, which would be set up as an account within the Municipal Art Fund, to receive monies from corporations, foundations, individuals, families, and other institutions interested in providing financial support for the realization of public artworks throughout the City of Atlanta. The Public Arts Advisory Committee (PAAC), would act as a



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reviewing agency for funding public art projects with private funds.

D. Public/Private Partnerships:

Many cities designate specific geographic locations to encourage a public art component. In some cases, this is mandatory for art contributions that are tied to commercial development projects that exceed a specific dollar amount. In order to verify a public art component, Certificate of Occupancies are withheld until developers demonstrate compliance or make a specific contribution to the general public art fund that can be used within their area. By utilizing the Urban Design Commission as well as the Bureaus of Planning and Zoning, and the Department of Aviation, Atlanta can emphasize the benefits of a public art component in private commercial developments in the Downtown Corridor, Midtown Area, and Airport terminals, as well as at specific locations, such as the new Atlantic Steel development.

3. Organizational Structure

The public art planning process will include fostering relationships between the following:

Public Art Advisory Committee (PAAC)

The PAAC will act as an ongoing advisory group to the City's public art programs on the overall public art plan. PAAC will also serve as a think-tank for the City's Percent-for-Art Program by evaluating projects, articulating a general philosophy for the program, and recommending policies to guide the program. The PAAC will also review gifts of public art and commissions at the request of the BCA or the Urban Design Commission. By providing a philosophy that comes from a body of appointed citizens the PAAC's contribution will be significant. Members of the approximately nine-member advisory committee will reflect the City's diversity goals and should include five (5) art professionals (including working visual artists), two (2) business leaders who have some familiarity and knowledge of public art, and two (2) community activists.

The Bureau of Cultural Affairs will select members and forward the list to the Mayor for consideration. Members will serve two-year terms, which will be staggered to ensure the presence of experienced members. Members will be allowed to serve two terms, either consecutively or nonconsecutive. (*See Section 10, page 70 for a listing of the PAAC's tasks and responsibilities and Appendix B. for the Public Art planning process chart.*)

Bureau of Cultural Affairs (BCA)

The BCA will serve as the city agency responsible for the administration of public art throughout the city of Atlanta, procuring public art in recreation and community centers, city parks and other public spaces (For the purpose of this document the public art program and Bureau of Cultural Affairs (BCA) are interchangeable). The Percent-for-Art fund support the public art administrating staff in handling the duties outlined in the Master Plan. In addition to public art project coordinators, a cultural affairs manager is responsible for managing the public art program. As the number of Percent-for-Art commissions, budgets and responsibilities for project administration



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increase additional staff shall be hired. (See Section 10 page 68, *Staff Responsibilities.*)

Department of Aviation (Public Art Program)

The Department of Aviation administers public art throughout Hartsfield International Airport (For the purpose of this document the Airport Art Program and Department of Aviation (DOA) are interchangeable). The Airport Art Program, a division of the Department of Aviation will work with the Bureau of Cultural Affairs to assure unity in the planning and development of public art projects. The percent-for-art funds allocated to the Airport program from revenue funds shall support public art administration of Airport projects.

Public Art Interagency Task Force

A task force to assist the BCA, DOA and the PAAC in the development of the annual Percent-for-Art Plan and assist in the identification of all Percent-for-Arts funds and eligible projects on an annual basis. Representatives should be included from the following departments & bureaus: Cultural Affairs, Finance, Purchasing and Real Estate, Law, Contract Compliance, Risk Management, Parks, Planning, Public Works, Aviation, and The Mayor's Office. Representatives from other departments and agencies that have information regarding upcoming capital construction projects should also be included. The mission and responsibilities of the Public Art Interagency Task Force as stated in this section should be added to the Percent-for-Art Ordinance.

The Stakeholders Committee

For each public art project a group of three (3) to eight (8) members of a Stakeholders Committee will be assembled by the public art programs with input from the PAAC. This group will assist in directing the artist selection process and will help to conceive the themes, locations, and other specifics of a particular art project. The Stakeholders Committee will consist of individuals who have a clear stake and interest in the site, have an interest in visual arts, and are representative of the community. The Stakeholders Committee will make recommendations concerning the following: the number of artists to be

commissioned for a particular site, whether or not the art should be located on or away from a project site, and which spaces are appropriate for artwork. (See Section 5, *Artist Selection and Procurement Procedures*). If the art is to be integrated into the overall design of the facility, the Stakeholders Committee may recommend that the artist, architect, and engineers work as a team to create a project. This Stakeholders Committee will replace the BCA's existing panel system with a broader based committee. The committee should be comprised of the following voting and non-voting members. Voting members should include: Art professionals, such as art administrators, art historians, and working visual artists; a representative from the commissioning City agency in charge of the project; a representative from the BCA; and at least one representative from the local NPU. Non-voting members who serve as consultants or volunteers should include: a City Council representative from the respective district; a member of the PAAC, as an advisor; a representative from the Mayor's office, and the project architect.

The following additional representatives are to be selected as nonvoting members or are to replace voting members on a project by project basis: a selected group of employees, users of the facility, and members of the adjacent residential and business communities.

The Airport Stakeholders Committee

The Airport Stakeholders Committee will be assembled by the Department of Aviation and will make recommendations on artist and site selection, themes, budget, and other specifics of a particular project. The Airport Stakeholders Committee will be comprised of partners at the airport that are effected by airport art projects, a representative of the Airport's Public Art Program; and at least one representative from the Department of Aviation's management. The Airport Art project specifics will be submitted to the Public Art Advisory Committee for review and comment.

Neighborhood Planning Units (NPU)

One of the goals of this Public Art Master Plan is to involve the community sooner and more fundamentally in the City's Percent-for-Art Program. Fostering educational interaction between the artist and community during all

stages of the design process is crucial to ensure that the art created is responsive to the site and is truly reflective of the community. NPUs will be involved in the public art planning process in the following ways:

1. Assisting with the development of artist proposals by providing the BCA, project architects, and prospective artists with information about the history, demographics, architectural heritage, and culture of the project community;
2. Assisting in the initial project conceptualization, identification of sites for artworks, recommendation of artists for consideration, and approval of artists' design proposals;
3. Assisting in the identification of community members to aid in the fabrication and installation of completed artworks; and
4. By reviewing gifts of public art to the City to be placed within an NPU.

Urban Design Commission (UDC)

The UDC presently reviews all works of art for which the City has contracted, or proposed to contract, or which are to be placed on the property of the City, or which are to become the property of the City by purchase or gift. Reviews should be scheduled on a timely basis to ensure UDC's full involvement.

Atlanta City Council

The City Council should review the Public Art Master Plan and make recommendations for its adoption and implementation. It is also anticipated that City Council members will serve as non-voting members on the Stakeholders Committee for public art projects in their districts, and help to promote public art in general to the citizens of Atlanta.



4. Annual Percent-for-Art Plan

To improve program efficiency and to increase the BCA's and DOA's capture rate of earmarked Percent-for-Art monies an annual Percent-for-Art Plan will be developed in conjunction with the Inter-Agency Task Force which:

1. Identifies overall funds from projects that should be encumbered by the Department of Finance and identified in the Capital Improvement Plan in the coming year, including specific projects and monies pooled from small construction projects;
2. Allocates portions of the overall Percent-for-Art budget to specific projects and to a pooled fund for community based and temporary projects—less funds for project administration, emergency repair of artwork, and education and community outreach;
3. Develops an overall allocation of percentages of projects to be awarded to local artists on an annual (rather than project by project) basis, based upon a five-year goal. (*See Section 10, Program Administration*);
4. Identifies which projects should be directed towards state, regional, national, and international artists. (For example, there may be a desire to include an outside perspective, to promote or engage in cross-cultural exchange, or to provide training or apprenticeship opportunities between emerging artists and those of national renown.);
5. Identifies a design process (artist-architect collaboration or community collaboration) for each project to guide selection procedure for both the project design team and the artist and recommends general siting and placement of artworks (on or off-site);
6. Adopts model contracts and procedures to expedite review by the departments of Purchasing and Real Estate, Law, and Risk Management; and
7. Describes special maintenance and conservation efforts needed for existing art.



5. Artist Selection & Procurement Processes

Current selection procedures for artists and public art projects (e.g. open calls) are difficult to manage and time consuming. In addition, Percent-for-Art project opportunities are limited to capital construction project sites. Communities increasingly want to be more involved in developing and selecting the art projects that are to be placed in their neighborhoods.

It is recommended, therefore, that public artworks be procured in the following three ways:

1. Artists can be commissioned to create stand alone artwork by: (1) operating independently of a design team; (2) working collaboratively with architects, landscape architects, urban planners, and engineers (as an equal member of a design team who is brought on board at the beginning of the project to assist in identifying sites and opportunities for artworks); or (3) acting as a subcontractor and being responsible for developing an art concept and coordinating its construction, integration, and installation team.
2. Artists can create new works off-site in the immediate geographic vicinity of the municipally funded construction with the design project; or
3. Funds can be pooled for community-based public art projects if the art project budgets are less than \$20,000.

Selection for a Site-Specific Artwork

Architect Notification of Art Component

The goal is to expedite the artist selection process to enable the artist to become involved early in the design of the facility. The artist should be selected during the preliminary conception stage, leaving enough time for him/her to work with the architects and engineers before the design specifications are developed and sent out to bid. Therefore, the Percent-for-Art Ordinance should state the following: (1) that RFPs and bid documents issued by the Bureau of Purchasing and Real Estate for capital construction



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projects should include a statement describing the art component; (2) that the project architect will be required to work with an artist in the development of a Percent-for-Art project; (3) that a description of the role of the artist in the project as outlined in the annual Percent-for-Art Plan be included; (4) that the Bureau of Purchasing and Real Estate will not release project funds nor will architects be allowed to begin work if language regarding the existence and requirements affiliated with the art component is not described in the RFP documents.

In addition, the BCA should be added to the signature page of, and sign off on, contracts for capital construction projects and other contracts that have a mandated Percent-for-Art component. The description of the project's art component for the RFP should be developed by the BCA in conjunction with the commissioning City agency.

Stakeholders

The Stakeholders Committee (*see Section 3*) is to help conceptualize each project, select artists, review design stage proposals, gifts, etc.

Though the project architect should be invited to suggest artists to be considered for a project and often introduces a project to a community, the architect is usually involved only as a nonvoting member of the artist selection panel. This is due to the belief that the project architect already has a great deal of power and control over a project. The artist selection process should provide opportunities for others to have a voice in the decision making process. In addition, there is the possibility that a voting architect might vote against an artist ultimately chosen by the Stakeholders Committee, which could prove to be detrimental to the successful realization of an art project. Furthermore, while representatives from the community and from the offices of elected officials are valuable in terms of providing contextual information to guide the decision making process, they should not vote in order to prevent the voting process from becoming too unwieldy and to ensure that the Stakeholders Committee remains apolitical.

In an effort to enable the BCA to meet the City's diversity goals (*see Section 9, Minority Business Enterprise Goals*), it is recommended that the BCA discontinue its use of "blind juries" and that the Stakeholders Committee be apprised of the name, ethnicity, race, and gender of a proposing artist. It is also

recommended that as the City of Atlanta is committed to fully complying with human rights laws, the Stakeholders Committee will consider the Americans with Disabilities Act (ADA) in making recommendations concerning both artist selection process and the ultimate design of artworks. Whenever feasible, artworks or associated programs will incorporate components sensitive to Americans with disabilities.

Options for Identifying Artists to be Considered for Selection

The Stakeholders Committee will have a variety of approaches available to identify artists depending on certain specifics, including project timing, budget, role of the artist in project design, etc. Options include:

1. **Slide registry**

The BCA and DOA should take a proactive role and preselect qualified artists from the slide registry to be presented to the Stakeholder Committees for review. *(See Section 10 for more information on the Artist Registry.)*

2. **Notice to Artists**

The BCA and DOA sends a notice (RFP) to all artists on the registry informing them of upcoming projects and requesting letters of interest. RFPs will indicate the variety of methods available to artists for creating art projects in compliance with the ordinance.

3. **Direct invitation to specific artists**

Based upon an artist's reputation or experience, the Stakeholders Committee can nominate artists for a project and invite specific artists to participate. They may elect to pay an artist to develop proposals for an art project. Selection of artists by direct invitation should be based upon those attributes that qualify them for a specific project in keeping with the City's diversity requirements. The Stakeholders Committee will notify invited artists far enough in advance to allow them to submit the necessary materials (e.g. slides) to qualify them for consideration.

4. **Open calls for artists**

The BCA and DOA in conjunction with the Stakeholders Committees will draft the calls for artists, and the Stakeholders Committee will be a resource to assist in the development. In order to ensure that the most

qualified candidates respond, calls for artists and RFPs should state that only "eligible" artists can apply. (*See definition of artist eligibility in Section 10, Overall Program Management and Administration*). In addition, as much information as possible should be provided about the project so that applying artists and members of the Stakeholders Committee understand the goals, purpose, and parameters of the art project. Information should be included regarding:

- The project budget;
- Goals and vision of the art project (including the type of project, i.e. project specific, off-site, community-based, etc.);
- Proposed site and alternative sites;
- Issues of concern as identified by the community;
- Artist selection criteria and process;
- Process of community involvement;
- Application guidelines and materials to be submitted;
- Preferred media and scale;
- Estimated timelines and project scheduling; and
- Names of design team members and others with whom the artist will be expected to work.

It is recommended that artists include their names on their submissions in order to prevent confusion in the processing of materials—if this is not done it could cause artists to later question the validity of the process.

Conditions limiting the competition or statements of preference shall be included as well. For example, a call for artists or RFP for a Percent-for-Art project to be located in a predominantly African American neighborhood could request that submitting artists have demonstrated knowledge of, and experience with, African American culture, history, and traditions. They could also state preferences for artists from specific geographic regions (e.g., the Atlanta Metropolitan Area, the State of Georgia, or the Southeastern United States).

Prior to the date that artist proposals are due, the BCA and DOA should hold an information/networking session for interested artists and

members of the Stakeholders Committee. The project architect will discuss the project, site, etc., and members of the community (NPU chair, for example) will have an opportunity to inform prospective artists about the neighborhood and community in which the Percent-for-Art project will be located.

Purchase or Acquisition of an Existing Work of Art

The Stakeholders Committee could consider purchasing an existing work rather than commissioning a new work when:

1. The art project budget is considered too small—under \$10,000;
2. The site or facility does not provide an ideal opportunity for an artist to create a site-specific work, such as a temporary or interim use facility or one where the facility is already built;
3. The Stakeholders Committee wants to include artists who normally do not create site-specific work or who might find it difficult to work within the constraints of a given construction project;
4. The commissioning City agency of the facility has internal deadlines that make commissioning a work untenable or unfeasible;
5. Works by a desired artist can be acquired after their death; or
6. The Stakeholders Committee or the commissioning City agency has a predilection for paintings, small sculptures, or other collectible objects.

Selection Procedures

The Stakeholders Committee will meet to review the artist's work under consideration. They may select from a pool of artists or determine whether or not to request maquettes and design proposals from a group of between 2 to 5 artists. The artists should be paid a stipend according to a series of design fees set by the BCA. These fees, which will comprise a percentage of the total budget for the art project, will vary depending upon the amount of work

required to comply with the proposal request. For example, if an artist is asked to prepare a maquette, meet with the community, and visit a project site, the fee should be higher than if he/she only had to complete one of these tasks. When artist maquettes, working drawings, and sketches are returned to the artist, the fee would be less than when these materials remain the property of the commissioning City agency. Proposals are not necessary in all circumstances; however, a proposal will be requested when the project is a collaboration between an artist and an architect or community. It is, however, usual and customary for an artist to receive between \$750 and \$1,200 for a maquette or three-dimensional model, and between \$200 and \$700 for a two-dimensional conceptual rendering or drawing.

Contracts

Contracts with the artists are negotiated. (*See Section 9, Contracts.*)

The Off-Site Alternative to a Public Art Project

Flexibility in the use of Percent-for-Art monies to enable the creation of public artworks that are temporary and/or located off-site in a community has emerged from the master planning process as one of the primary goals of Atlanta's Public Art Program. As part of the project conceptualization process, the Stakeholders Committee could determine that an off-site location for the artwork is preferable to one on the project site.

The decision to locate a work of art funded by the Percent-for-Art Ordinance in an off-site location but within the project NPU or immediate vicinity should:

1. Be made after a determination that the project site is not appropriate for a work of art. Sites deemed inappropriate for art include those with insufficient public access (sewer improvements, electrical substations, etc.) and with no appropriate location for the art.
2. Not harm the project site.
3. Improve the off-site location and be of general benefit to the surrounding communities.



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After the decision to locate a work off-site is made, the commissioning City agency, with input from the Stakeholders Committee, and the PAAC, will select an alternative site, or they will transfer monies to a pooled fund for use on community-based or temporary art projects. It should be noted that unless other funds are available from the commissioning City agency, any additional installation and site preparation costs normally covered by the facility construction budget would be added to the costs of the art project.

Sites to be considered as off-site locations for Percent-for-Art funded artworks should meet the requirements described in Section 6, Eligibility Criteria for Artworks.

Off-site locations for public art projects may include parks, plazas, roadways, sidewalks, traffic islands or medians, bridges, historic places or landmarks, and public buildings (recreation centers, hospitals, etc.).

While it is usual and customary for off-site Percent-for-Art funded projects to be located on property owned or leased by the City, exceptions can be made if an appropriate easement or long-term agreement with the property owner can be reached (7-year minimum). Before a publicly funded work of art is to be displayed on private property, however, the BCA and the Stakeholders Committee should make a determination that it is in the best interest of the City, the artist, and the community to do so. Since private owners can benefit from the display of publicly funded Percent-for-Art projects, they should be encouraged to help pay for site preparation, installation, and maintenance.

The artist selection process would remain the same for an off-site as for an on-site project, with the exception that the Stakeholders Committee may change in composition to reflect the community of the new location.

Community-Based Public Art Projects

Pooled monies taken from small construction projects and other ventures will fund community-based public art projects. At the present time, very few cities solicit ideas for, or fund, community-based public art projects. This is partly due to the fact that their Percent-for-Art Ordinance prevents it, and partly due to the demonstrated lack of community interest in community-based public art



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projects. Because of the tremendous interest among NPUs in coordinating public art projects in their communities, Atlanta will be a leader in shaping this emerging public art genre once Percent-for Art monies are used to support community-based public art projects.

The process for commissioning temporary and permanent community-based public art projects, as well as artist and site selection, should be very flexible. The selection process could involve a number of selection choices, such as sites, artists, and projects.

Public Art Idea Bank

Prior to the development of this Public Art Master Plan surveys were conducted to provide an opportunity for Atlanta citizens to share ideas for public art with their NPU and the BCA. This process should be continued in order to serve as a source of information regarding communities interested in collaborating with artists on projects, potential sites for art, and artist concepts for art projects.

Project Selection

To assure fairness and equity, the BCA should issue RFPs to select community-based art projects. A single project could be funded without competitive review if the project is of unique benefit, or if it provides an opportunity for ongoing public art projects, such as a rotating exhibition area for temporary public art. Following are a few of the wide variety of processes available to solicit and develop community-based projects:

1. The BCA can develop a request for proposals from NPUs for sites and artists. The RFP would require specific information from the NPU regarding the proposed cost of the project, processes for involving the community in the project, the project's ability to help the BCA meet the City's diversity goals, the number of people expected to benefit from the project, and plans for maintaining the artwork;
2. The BCA can identify a site and create an RFP for artists;
3. The BCA along with the PAAC can identify selected artists from the slide registry and ask communities to propose sites, such as favorite



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neighborhood gathering places, historic or significant neighborhood landmarks, or recreational areas;

4. One or more City agencies with funds for an artwork off-site could commission artists to do projects in the community;
5. The BCA can review unsolicited proposals from community groups twice a year and identify projects for funding; and
6. The BCA working with PAAC will review and select projects for funding. After a project site is selected, the Stakeholders Committee will be set up by the BCA to review artist designs and proposals and to ensure that the processes used for designing, installing, maintaining, and evaluating the final artwork are compatible with the procedures used by the BCA for procurement of on-site works of art.



6. Process and Criteria for Design and Review of Public Art

This section describes the process that takes place between selected artists and the Stakeholders Committee in creating a work of public art and the process for officially reviewing and approving proposed Percent-for-Art projects.

Project Design

Site-Specific Artworks

Once an artist has been selected and placed under contract, the Stakeholders Committee will meet with the artist to discuss and explore ideas for the artwork. If a maquette or specific design proposal was part of the selection process, the Stakeholders Committee will identify issues and concerns about the proposed piece during the design process.

The artist should begin any background planning work, community outreach, and site visits as outlined in their proposal. When an artist is part of a design team, it is recommended that the project architect participate in community outreach, public education programs, and site visits.

Before artists begin the actual design process, they should meet with the BCA to discuss the following:

1. Art project timeline (as it relates to the construction schedule);
2. Schedule of meetings and presentations (to the community, project architect, commissioning City agency, etc.);
3. Any limitations and/or constraints intrinsic to the project or required by the City; and
4. A review of general guidelines and goals of Public Art in Atlanta.

The Stakeholders Committee will convene at least once at the project conceptualization stage and once at the end of the pre-final design phase in order to review submitted designs, maquettes, and design proposals. These proposals should include fabrication, installation, and maintenance requirements. If approved by the Stakeholders Committee and the BCA, the



artist's designs will be forwarded to the UDC for review and comment. At the discretion of the UDC, the PAAC can be requested to make a formal review of the designs. The art project will only go into final design and fabrication after all approvals have been issued and once the final installation and maintenance description has been received—as specified in the artist's contract. (*See Section 9, Contracts.*)

After all site preparations are made and the artwork is installed, the Stakeholders Committee will convene with the project's structural engineer to inspect the artwork and make sure that it has been built and installed properly. The evaluation and documentation of the artwork should take place as soon after installation as possible. Once a post-installation site visit has been made and the work approved as installed, the maintenance program developed by the artist in conjunction with the commissioning City agency should go into effect. This process is recommended not only for project-specific artworks, but for community-based, off-site, and temporary art projects as well.

Community-Based and Off-Site Art Projects

If the Stakeholders Committee decides during the project conceptualization phase that a project should be located away from the construction project site, or that the project funds should be pooled and later used to commission a community-based art project, the same process for developing and reviewing public art projects will be used. (*See Chapter 5, Artist and Site Selection Policies and Procedures.*)

Temporary Community-Based or Off-Site Art Projects

Should artworks be installed on a temporary basis, the artist's designs would only require approval of the BCA and/or the Stakeholders Committee, and the project principal (a City agency, private property owner, or private donor). After design approval, the artwork would go immediately into the final design stage. Although a maintenance program would not be required, the artist should include information regarding how and when the work is to be removed after display and the plans for returning the site to its original condition.

Review Guidelines

Eligibility Criteria for Artworks

The BCA will adopt specific criteria for review of proposed permanent public art projects. The following guidelines will also help to guide the design process:

1. Relevance of the work to the City of Atlanta, its values, culture and people;
2. Technical suitability of the work for outdoor display, including its maintenance and conservation requirements;
3. Relationship of the work to the site, especially how it serves to activate or enhance the public space; and
4. How closely the proposed artwork meets the specifications as outlined in the RFPs.

In general, a proposed work of public art should not be accepted if it is not original (in the case of a work of fine art—sculpture or painting). If accepted artwork is a multiple, it should only be accepted as a limited edition (200 or less in the case of fine art prints and photographs). In general, reproductions; unlimited editions/mass productions; decorative, ornamental and functional elements of architecture; directional elements, such as super graphics, signage and color-coding; and landscape usually are NOT considered artworks unless done by an artist.

Acceptable media include:

1. Sculpture: in the round, bas-relief, mobile, fountain, kinetic, electronic;
2. Mosaic;
3. Fountains or water elements;
4. Crafts: clay, fiber, textiles, wood, metal, plastics, stained glass;
5. Mixed media;
6. Earthworks and environmental artworks;
7. Decorative, ornamental, or functional elements designed by an artist; and
8. Murals and paintings.



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Unacceptable criteria:

The artwork does not meet professional standards for public art due to one or more of the following:

1. Faults of design or workmanship which would either pose a public safety hazard or diminish the value of the work;
2. The possibility that the artwork is fraudulent or not authentic; and/or
3. The artwork appears to be of inferior quality relative to the quality of other works in the City's collection.

Additionally, the BCA, commissioning City agency, the UDC, and the Stakeholders Committee should consider the following questions and criteria when conducting its review:

I. AESTHETIC QUALITY AND ARTISTIC MERIT

Longevity, craftsmanship, accomplishments of the artist, creativity, scale, color, proportion, standard of excellence, and representation.

- A. Does the work considered have artistic merit?
- B. If the work is of historical significance; does it have aesthetic merit as well?
- C. Is the work relevant to the City of Atlanta, its values, culture and people?
- D. Does the work have value as an addition to the City's public art collection? Does the City already have sufficient examples of this type or style or theme of artwork?
- E. Will the work appeal to a large portion of the City's population?
- F. Is the artist willing to commit to the project being a unique work (or limited edition)? Is there a copyright on the work? Would the copyright have any impact on the display or use of the work? What are the artist's plans for reproduction and marketing of the work (on T-shirts, etc.)?
- G. Is the artist willing to develop and disseminate interpretive and educational materials?



II. PLACEMENT/SITING

Potential site location, limitations, restrictions, environmental concerns, replacement/relocation, restoration of site to original condition, appropriateness, relationship to site, and relationship to the collection as a whole.

- A. What is the relationship of the work to the site? Is it appropriately scaled?
- B. Has a list of alternative sites been developed?
- C. Will the site become a destination itself?
- D. Will the work help to anchor and activate the site and enhance the surrounding area?
- E. Will there be convenient public access to the site?
- F. Will additional parking be required?
- G. What preparations need to be made to the site in anticipation of the installation?
- H. Have arrangements been made to restore the site to its original condition for temporary works?
- I. Has the commissioning City agency approved the site?
- J. What are the utility requirements of the site?
- K. Is the neighborhood/NPU interested in having the work located in their community?

III. FABRICATION, HANDLING, AND INSTALLATION

- A. Are the projected costs accurate and realistic?
- B. Have written estimates been obtained from technical support and fabrication contractors?
- C. Does a certain site present special obstacles?
- D. How many people will be needed to site or move the work?
- E. Can the work be easily hung, transported, and installed?
- F. Does the work require special vehicles or equipment?
- G. Can the work be easily removed if necessary?
- H. Has written permission been granted by the artist for work by a qualified conservator, if needed?
- I. Has the stated value of the work been sent to the Office of Risk Management?



IV. MAINTENANCE REQUIREMENTS

Permanence of materials, source of maintenance funds, maintenance schedule, environmental issues, durability, and lifespan.

- A. Is the work suitable for outdoor display?
- B. What effect will the elements potentially have on the work?
- C. How long is the material expected to last in a public setting, without being archived?
- D. What age have other works in the same materials attained?
- E. Will the materials last? Does the work have a limited lifespan due to built-in obsolescence or inherent weakness?
- F. What are the existing or projected maintenance requirements of the work?
- G. What is the potential maintenance impact of the work?
- H. What is the maintenance schedule for the work?
- I. Are the workmanship and materials of high quality?
- J. Might the work be prone or susceptible to vandalism?
- K. What suggestions does the artist have about protecting the work-should it become subject to vandalism?
- L. Will the work have a graffiti-resistant coating, or can one be easily applied?

V. CONSERVATION AND PRESERVATION

- A. Are unusual or ongoing costs likely?
- B. Has written permission been granted by the artist for work by a qualified conservator, should the need arise?
- C. How difficult would it be to conserve the object?
- D. Who will bear the cost of conservation?

VI. LIABILITY AND SAFETY

- A. Is the work a potential safety hazard?
- B. Does the work propose a potential danger to the public?
- C. Does the work meet safety codes?
- D. Will fencing or other types of security measures be required?

VII. COMMUNITY

Because the NPUs involvement in the commissioning of a Percent-for-Art project is key to community support and endorsement of a potential artwork, it is recommended that a special series of questions be asked of NPUs when works are to be located in their neighborhoods.

1. Was the selection process an open one for artwork proposals generated by a community group?
2. How has the surrounding community been involved?

Sites for Public Art

Site Selection and Placement Criteria

To ensure the fair and equitable distribution of public art throughout the City and to ensure that public art enhances, anchors, and activates the City's public spaces, criteria has been developed to guide the placement of off-site, community-based, and on-site art projects. These criteria would ensure that the artwork is displayed prominently on the building site or, if it is integrated into the architecture, is detectable as artwork.

Sites where public art is to be displayed should:

1. Experience high levels of pedestrian traffic and be part of the City's paths of circulation;
2. Be easily visible and accessible to the public;
3. Serve to anchor and activate the site;
4. Enhance the overall public environment;
5. Enhance the streetscape experience for pedestrians;
6. Help to create a place of congregation and activity;
7. Establish landmarks and neighborhood gateways; and
8. Be dispersed throughout the City—as opposed to being concentrated in the central business districts.

The following points should be considered in site selection:

1. Work displayed in interior public spaces should be accessible to the public at least during normal building operating hours without requiring



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- the public to obtain special passes or permits to be allowed to view the work;
2. Work displayed in exterior public spaces should be accessible to the public 24 hours per day. If a work is sited in a park or similar setting, it should be accessible during the normal operating hours of that site or facility;
 3. Work should not block windows or entranceways nor obstruct normal pedestrian circulation upon entering or exiting a building (unless it is specifically a part of the experience or design of the work);
 4. Work should not be placed at site if the landscaping and maintenance requirements of that site cannot be met;
 5. Work should be sited to be either immediately visible or in a location where it will be visible by the most people;
 6. Work should be sited where it is not overwhelmed by, nor competing with, the scale of the site, adjacent architecture, large retail signage, billboards, etc;
 7. Work should be placed at a site where it will enhance the surroundings;
 8. Work should not create a blind spot where illegal activity can take place;
 9. Work should be sited where it will create a place of congregation or in a location that experiences high levels of pedestrian traffic and activity and;
 10. Work should be sited where it will be effective in enhancing and activating the pedestrian and streetscape experience.
 11. The installation of public artwork should comply with any master plan developed for the intended site, including any neighborhood or park master plans.



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On-site locations for public art projects include, but are not limited to, the following: walls, ceilings, floors, windows, staircases, escalators, roof tops, and entrances and exits.

Signage

Acknowledgement of public art must be consistent with the City's sign ordinance, Section 16-28(A)-007(Q) and do not contain and is not intended to convey a commercial message primarily. Sponsor name(s) may be displayed on an adjacent plaque or similar display that is no more than two (2) square feet in area.

7. Gift Policies and Procedures

Because there are usually very limited funds to protect, maintain, preserve, and conserve public artworks, and there is a finite number of suitable sites on most City-owned property for these works, a careful review process should be established to evaluate proposed gifts. Any gift of art to be located on City property should undergo a review process to determine if it should be accepted.

Similar to the criteria for the selection of public art projects, gifts should first be considered on artistic merit, including the qualifications and proven ability of the commissioned artist. Equally important considerations include context in the City's art collection and programming, site appropriateness, oversight responsibility, maintenance requirements, and the City's liability. Potential gifts to the City should carry a proposed maintenance agreement between the City and the donor. As part of this agreement the City should require a guarantee of maintenance, preservation, and conservation in perpetuity from the donor—unless the commissioning City agency responsible for siting a potential gift agrees to fund the performance of these duties.

The UDC should play a central role in the review of gifts of art to the City. Currently, the UDC functions as an advisory agency to the Mayor and City Council that reviews and comments on all matters concerning City-owned works of art and architecture, as well as private structures that extend onto or over City property. The UDC's mandated duties include review and comment on any removal, relocation, rehabilitation, and alteration of all such buildings and works of art, in addition to the original design, except in the cases of historic districts and properties, where the UDC's power is regulatory.

Very often, the Mayor or a council member will be approached by a donor with a work of public art that they would like to present to the City. Under the proposed guidelines, the UDC will undertake a full gift review process and make a recommendation to the Mayor and City Council to either accept or reject the proposed gift. The Mayor and City Council are strongly encouraged to first refer all gifts to the UDC for review and to uphold all of the UDC's recommendations. The UDC's recommendation for accepting or declining a

proposed gift will be made based upon the results of the reviews conducted by the BCA, the impacted NPU, and the proposed commissioning City agency.

Gift Review Process

The gift review process should begin with the BCA. Before the BCA begins its review process, they should send to the donor a "Donor Information Checklist." Each donor will be required to provide the BCA with the pertinent documentation and information necessary to conduct a fair and thorough review of a proposed gift of public art. (*See Donor Checklist below.*)

Once this information has been received and has been certified complete, the BCA will refer it to the UDC. If the donor has identified an intended site for the gift, the BCA will send the "Donor Information Checklist" to the commissioning City agency which controls the property or building for which the gift is intended, and to the appropriate NPUs for their review and initial recommendations.

If the work of art has no designated site, the gift would go to the BCA and the PAAC for review to determine if it is of sufficient merit to warrant site designation, including whether it is deemed to be of benefit to the City and a valuable addition to Atlanta's public art collection. If the BCA and the PAAC agree that the gift is of sufficient merit, they will contact the appropriate City agencies in order to identify suitable sites for the gift. At this point, the BCA would send the "Donor Information Checklist" to the potential commissioning City agencies with responsibility for those sites for review. Note: All gifts to the City must receive the endorsement of the commissioning City agency responsible for the property on which it will be sited prior to the UDC's review.

The BCA director and staff will review the artwork according to the established gift evaluation criteria listed below and submit a written evaluation to the UDC. At the discretion of the BCA director, a gift can be submitted to the PAAC for comments. The BCA will also offer guidance to the commissioning City agency and NPU being offered the gift regarding whether to accept the gift, what to look for, and how to review the appropriateness of the gift to the City of Atlanta.



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The commissioning City agency will review the work based on its technical feasibility and site appropriateness. This will include a study of detailed construction/fabrication drawings to be submitted by the donor consisting of the site plan, elevation, and section view of artwork in order to determine whether the artwork can be built and installed as proposed.

The commissioning City agency and NPU will review and comment on the proposed gift and also make their decisions known to the UDC in writing. The UDC will review the decisions of the commissioning City agency, the BCA, and the NPU and will make its recommendation to the Mayor and City Council for acceptance or rejection of the gift. Every gift must receive all requisite approvals before it receives final acceptance or rejection.

If the gift of public art is temporary (as with a loan), the Donor Information Checklist will go to the BCA who will conduct the review with the PAAC, NPU and the commissioning City agency. The same review process and approvals would be required of permanent gifts, and the commitments on the part of the donor would also be the same. If interest in accepting the work was strong, but adequate funding to cover the costs was unavailable, the BCA, the donor, and the commissioning City agency could raise funds to cover the costs of accepting the loaned artwork. The UDC would become involved in decisions regarding temporary gifts if the artworks were to be loaned to the City for a period of more than one year.

Once the Donor Information Checklist has been certified complete by the BCA there will be a 60-day time limit for review. If a reviewing entity misses the deadline, the BCA should proceed with a decision without the reviewing agency's input. To expedite the process the BCA may ask the donor to make a joint presentation to all of the above groups. If it is not possible to bring the groups together at one time, the BCA should work with the donor to keep the number of meetings and presentations concerning the work to a minimum.

Acceptance Agreement

A recommendation to accept a gift of public art will be delineated in an acceptance agreement between the City and the donor. This agreement, prepared by the BCA and signed by the Mayor, will describe the terms and

conditions under which the art is to be accepted, including responsibilities for installation and fabrication, site preparation, insurance, ongoing maintenance, conservation, etc. The obligations of the City will also be included (e.g. will the City be responsible for securing and placing a plaque with the name of the donor at the site?). A statement that the City of Atlanta retains full rights of reproduction, removal, relocation, and de-accessioning of the gift will also be included.

It is important that the commissioning City agency and the donor meet following installation to make sure that the work was properly constructed and sited according to plan.

If a proposed gift cannot be completed within the timeline originally established, or if significant changes (both conceptual and/or financial) to the proposed work occur, the work must be reviewed again by the UDC.

Gifts of Sites for Public Art

The donor will go through a similar process for gifts of land or site; the appropriateness of the site will be evaluated. If the gift of site is a loan, the donor may also be asked to supply seed money for the start-up of a temporary or rotating art program, such as funds for staffing.

Donor Information Checklist

The information on the Donor Information Checklist should include:

1. The name, address, phone, and fax number of the donor or donor's agent;
2. The Donor's Statement of Intent:
 - A. Three statements which acknowledge the following: (1) intent of the donor/receiver; (2) relationship between donor/receiver; and (3) the origin of contact between donor/receiver.
 - B. The Statement of Intent will also describe the following: (1) the donor's reason(s) for offering this gift to the City of Atlanta; (2) the aesthetic value of the work (by the donor's estimation); and



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(3) the value of the work as an addition to the City and its public art collection;

3. **Credentials of the Artist.** This should include all that are applicable: (1) name, address, phone and fax number of artist(s); (2) catalogue raisonne; (3) bio or resume; (4) exhibition catalogues; (5) ten to twenty slides of existing public artworks; (5) name, address, phone and fax numbers of current gallery representative or agent;
4. **A description of the work and any specifications, models, presentation drawings, slides, or photographs.** A Statement of Technical Feasibility by an independent engineer stating that the work can be built and/or installed as proposed is also to be included. In addition, detailed construction/fabrication drawings consisting of the site plan, elevation, and a section view of artworks will be submitted that describe the surrounding site conditions, if applicable; the dimensions of the work as proposed; the materials from which the work is to be fabricated; the proposed color(s) of the work; construction/installation method; and all utility requirements, including the electrical power and plumbing;
5. **Responsibilities and Funding for Installation and Maintenance Costs;**

The donor should also provide the following:

- A. A description of responsibilities and funding sources to cover costs of fabrication, transportation, storage, insurance, installation (personnel and equipment), site preparation, utilities, maintenance and conservation, fencing or other security devices as needed, and artist fees.
- B. A final report on future maintenance including a plan for routine care, with estimated costs. The BCA may ask that this report be prepared with the assistance of a qualified conservator.
- C. A letter of guarantee of indemnification for maintenance, preservation, and conservation of the artwork in perpetuity from the donor, unless otherwise agreed to by the commissioning City agency.



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The commissioning City agency should agree to the responsibilities and funding outlined in the Donor Information Checklist regarding installation and maintenance before the start of the review process;

6. Name, address, phone, and fax numbers of the fabricator(s), engineer(s), etc., to be involved in designing, fabricating, transporting, installing, and maintaining the work of art, and the process by which the commissioned artist was selected;
7. Provenance and documentation of existing work, including locations where the work has been previously displayed and previous owners;
8. A timeline for completing and installing the gift; and
9. If the Donor suggests a particular site for the gift, the commissioning City agency receiving the gift would need to approve the site before the start of the review process.

The Donor Information Checklist form should also include notification that once a gift of art is formally accepted, the City retains full rights to the gift, including reproduction, removal, relocation, and de-accessioning. In addition, there should be a statement indicating that the donor agrees to make presentations during the gift review process as requested by the UDC and BCA. *(See Appendix C, Donor Profile and Work of Art Specifications)*

Gift Evaluation Criteria

Each proposed gift of art should be reviewed based upon the criteria described in Chapter 6, Process and Criteria for Design and Review of Public Art.



8. De-accessioning Policy and Procedures

The term *de-accession* applies to the disposition or exchange of public artworks no longer appropriate for display and to the process by which title to artwork is transferred from the City to another institution or individual, or otherwise disposed of. All de-accessioning plans and policies must consider the federal regulations set forth in the Visual Artists Rights Act of 1990. This Act states that "the significant or substantial distortion, mutilation, or other alteration to a pictorial, graphic, or sculptural work, which is publicly displayed, caused by an intentional act or by gross negligence, is a violation of the exclusive rights of the copyright owner where the author of the work is the copyright owner."

Eligibility for De-accessioning

Work will be eligible for de-accessioning under any of the following conditions:

1. The site for the artwork has become inappropriate (it is no longer accessible to the public, it is unsafe, or it is due to be demolished);
2. Significant changes in the use, character, or actual design of the site require re-evaluation of the relationship of the artwork to the site;
3. A suitable place for display no longer exists;
4. The agency displaying the work has requested it to be de-accessioned;
5. The artwork is found to be fraudulent or not authentic;
6. The artwork has been determined to be of inferior quality relative to the quality of other works in the collection;
7. The artwork possesses faults of design fabrication or workmanship that calls into question its aesthetic merit;
8. The artwork requires excessive or unreasonable maintenance;
9. The artwork is damaged irreparably or to an extent where repair is unreasonable or impractical;
10. The artwork represents a physical threat to public safety;
11. The artwork is rarely or never displayed;
12. A written notice from the artist requesting de-accession has been received; or



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The City wishes to replace the artwork with a work of more significance by the same artist.

De-accessioning Process

Once valid reasoning for de-accessioning has been established, the BCA in conjunction with the PAAC and the UDC will convene to review the request. If appropriate, a conservator and an art historian will be consulted. Input from the originating artist and commissioning City agency should be considered in all cases.

The criteria for de-accessioning public art should not include the fashionability of a particular style or public tastes, but the quality of the work itself as representative of its style or genre and its relation to public context. However, if after a work is the target of sustained objections, if it has been in place for a specified minimum of years, and if the City wishes to consider removal, the following are useful guidelines for the process:

1. Pertinent documents should be reviewed, including the original contract and federal legislation—specifically the Visual Artists Rights Act;
2. There should be a discussion with the artist of the circumstances prompting the review;
3. There should be a discussion with the parties critical of the work to determine their specific objections; and
4. There should be a consultation with qualified independent professionals, including conservators, engineers, architects, art critics, and safety experts.

The Committee may also wish to consider the following alternatives to de-accessioning artwork:

1. Relocation of the artwork at the City's expense. If the work was designed for a specific site, relocation should be to a site consistent with the artist's original intention. The artist's assistance and consent is normally required to make this determination; or



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Covering the artwork for a period of time without damaging the work—at the City's expense (relates primarily to murals). Every effort will be made to uncover the work once the conflict has been resolved.

If the jury recommends that the artwork be de-accessioned by sale, extended loan, trade, or gift, the City will need to obtain independent professional appraisals of the fair market value of the artwork. In addition, the following points need to be considered:

1. The artist should be given the first option to purchase;
2. Sale of the work may be through auction, gallery resale, or direct bidding by individuals;
3. Trade of the work may be through the artist, gallery, museum, or other institution; and
4. Proceeds from the sale of the work are to be deposited into an account to be used only for future public art projects. Any pre-existing contractual agreements between the artist and the responsible project architect or engineer regarding the resale shall be honored.

The costs for removing or relocating artwork de-accessioned by sale, loan, trade, or gift will be borne by the new owner or recipient of the artwork.

If none of the above options are viable, the artwork may have to be destroyed.

Conclusion

Clearly defined de-accessioning policies can help ensure the integrity and quality of the public art collection. To reduce the necessity for de-accessioning public art from the City's collection, artworks must be of the highest quality and should be acquired initially without any legal or ethical restrictions as to future use and disposition—with the exception of restrictions of copyright and certain residual rights that are part of a contract with an artist. In addition, a legal instrument of conveyance that transfers title of the artwork should accompany all works defining the rights and responsibilities of all concerned parties. For example, if the artwork is a gift, the City has the right to remove the work and will consult with the donor when possible.



9. Contracts

The formal agreement between the City and the artist outlines what is required and expected of each party. Contracts should include all the information necessary for a clear understanding between the artist and the City. The contract should 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 City in maintaining the completed work will also be detailed. Though there will be a standard contract, flexibility within its structure can help address the particulars of each project.

There may be several artists who will not have had exposure to a contract or any other type of binding agreement. Therefore, City administrators should take the time to walk the artist through the contract ensuring that the requirements and expectations are clear, especially with regard to the budget and timetables.

Overall Contract Structure

Two-Tiered Contracts

The contract structure needs to be modified and divided into two separate parts: the design phase and the fabrication phase. The two-tiered contract will expedite the approval of artist contracts; allow for better control of project costs; solve problems with project evaluation, fabrication, and installation; and achieve the public art program goals as set forth herein.

In the design phase, the artist is contracted to design the art project and is paid approximately 20% of the total project budget as a design fee.

The design fee covers the following items:

1. Models and working drawings, maquettes, sketches, site plans, photographs of the model, artwork-in-progress, etc;
2. Artist's assistant;



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3. An independent structural engineer to sign off on artist's drawings;
4. Other consultants, researchers, and professional services; and
5. Expenses, such as travel, presentations, meeting participation, background research, site visits, etc.

The artist's fee may be reduced if the construction and fabrication costs of an artist's design are anticipated to exceed the remaining 80% of the art project budget.

Note: In various other cities the design fee is not affected by the size of the budget; that is, artists would receive 20% whether the art project budget was \$50,000 or \$1,000,000. However, with a project budget of \$1,000,000 there is a greater likelihood that more than 80% of the remaining project budget would be needed to cover the fabrication costs of such a large project, thereby reducing the artist's design fee accordingly.

It is also important to note that the majority of public art artists receive less than their 20% fee, and many even pay to cover the cost of completing their public art project out of their own pockets. Specifying a 20% design fee is a way of ensuring that artists will receive reasonable compensation for their labor and, more importantly, not continually lose money on public art commissions.

After careful review of the artist's proposal, the PAAC can recommend to adjust the artist's design fee if the decision meets the approval of the both the artist and the BCA.

After review and approval of the artist's design, the artist enters into the second phase of the contract. The artist can fabricate the work using the 80% of the project budget that remains. Or, at this point, it may be decided that it would be desirable for the building contractor to fabricate the work (in the case where the work is a physical part of the facility or the contractor has more experience than the artist does in fabrication). In the event that the artist does not fabricate the art, the remaining 80% of the art project budget will go to others for the fabrication, installation, and conservation of the artwork. Included in this amount should be the following considerations:

1. Space and Equipment Rental;



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2. Materials;
3. Fabrication (subcontracted/foundry, etc.);
4. Storage;
5. Packing/crating;
6. Shipping;
7. Installation;
8. Insurance (liability, etc.); and
9. Other fees (contingency fees, project administration, etc). (*See Chapter 10, Costs of Artwork.*)

A detailed budget should be required as part of the artist's submitted proposal during the design phase of the contract and before the fabrication/installation phase begins or before the fabrication/installation agreement is signed (may include back-up materials, such as written estimates from a fabricator). The artist's budget should equal, or at least not exceed, the available art budget.

Artist-Architect Collaborations

Though the two-tiered contract structure creates an opportunity for artist-architect collaboration, it is still necessary to decide at the outset of the project whether the artist should be a subcontractor to the architect/engineer/ primary contractor or an independent contractor. There are advantages and disadvantages to each approach.

Reasons for supporting the artist as subcontractor to the architect include:

1. Expediting the artist's contract and the overall design process;
2. Assuring that the architect understands the requirement to work with an artist on the project; and
3. Assuring that the architect will not proceed past the preliminary design phase without consulting the artist.

The architect can act as a buffer between the artist and commissioning agency, often allowing them greater time and working flexibility.

Reasons for creating a separate contract between the artist and the BCA include:



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1. Architects may try to cut artists' budgets or change the original terms of the contract without the knowledge of the BCA;
2. Due to cash flow problems architects may delay paying artists, to the detriment of the art project;
3. Architects often require at least 10% of artists' budget for contract administration; the BCA is able to take a percentage of the 1% art budget to cover these costs;
4. The BCA can act as an intermediary between the architect and the artist to solve conflicts and disputes; and
5. Because the artist would be working directly for the commissioning City agency or "client" in this scenario:
 - A. The artist could deal directly with that agency rather than having to go through the architect;
 - B. The artists would be on an equal footing with the architect and other contractors; and
 - C. The artist would be able to exercise greater control over the art project and would be in a better position to complete it in a timely manner.

In either scenario, however, it is important that both the architect's and the artist's contracts reflect the artist as a member of the project design team working with the project architects, landscape architects, engineers, etc., to create integrated artworks. This language should specify that artists are full and equal members of design teams, and that they are responsible for the design of the art project and for supervising contractors through fabrication.

Artist-Community Collaborations

The contracts for artist-community collaborations will be similar to artist-architect contracts. However, the following should be specified:

1. The role that the community will play in the project (such as concept design, execution of the art, assistance with installation, etc.);
2. Which members of a community are to be involved (names of individuals and organizations); and
3. The responsibilities of the artist to solicit information and to work with those designated groups.



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In addition, the BCA will compare the contracting process of other arts professionals and grantees for services to determine if they are appropriate for public art contracts.

Contract Terms

The following items are to be added to the existing BCA artist contracts or modified as follows:

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 City upon final acceptance. The artist warrants that the artwork is his/her sole and original creation, does not infringe upon any copyright or trademark, and has not been offered elsewhere. (If the commissioned artwork is one of a multiple edition, the warranty will have to be modified to state this.)

Reproduction Rights/Copyright

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 City; and the artist also grants the City the irrevocable license to make two-dimensional reproductions for promotional purposes. In turn, the City agrees to give the artist the appropriate credit on all such promotional pieces. The credit will include the copyright symbol, name of artist, title of piece, and date of completion.

On projects with a total budget of less than \$25,000, leniency may be allowed for limited editions. Allowing the artist to make copies enables the artist to create a project that might not be economically feasible if it were a sole artwork. Conditions should be limited editions to be specified in the contract.

Artist Eligibility

The BCA may wish to consider adopting a policy that makes an artist who is presently working on a public art commission ineligible to compete for another commission until the present commission is completed. The BCA can also decide on a policy which states that artists who have received and successfully



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completed a Percent-for-Art commission are ineligible to receive another commission for at least two years.

Warranties/Risk of Loss

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.

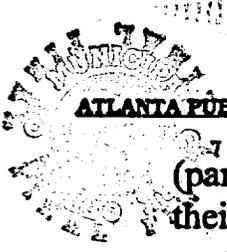
Additionally, the artist will remedy at his/her own expense any defect that occurs during the first year after installation. Finally, the artist warrants that the artwork will not contain any physical characteristics which pose a hazard to public safety. The City should cover risk for any damage or loss which occurs on City property and/or which is beyond the control of any party.

Fabrication and Installation

Because no two public art projects are exactly alike, the fabrication and installation stipulations required of artists in their contracts should be fairly general in nature. In terms of fabrication, the contract should stipulate reasonable durability and protection of materials, such as the use of anti-graffiti coatings on outdoor sculptures. Though the BCA's Percent-for-Art Program may outline certain material preferences for maintenance, it would be too restrictive for both the artist and for the City's public art program to present those preferences as contractual specifications. Artists should supervise fabrication to assure quality control warranties of the contract. Fabrication requirements should include, at minimum, that:

1. Artworks be free from defect,
2. Artworks be made of high quality materials,
3. Craftsmanship be of high quality,
4. The artist, the BCA, and the Stakeholders Committee review the fabrication of the work while in progress—if feasible.

So that they are easier to assign, installation responsibilities between the artist, the City, and the commissioning City agency will also be spelled out in contracts. For installation, the artist's methods should be approved by the commissioning City agency and, if necessary, a state-licensed engineer



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(particularly when artists are to be responsible for paying for the installation of their finished artwork, such as with artist-community collaborations). The permanence of installation should be the issue of that approval, and specific requirements could be imposed, such as the use of safety hardware for hanging a suspended artwork. In addition, the following points should be considered:

1. Artist should 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 City agency for installation should be adhered to; and
4. The artist is responsible for loss or damage to artwork prior to its installation on City property.

Maintenance

The artist will submit maintenance and guidelines for the artwork to the City, which would have been developed in conjunction and cooperation with the BCA and/or the commissioning City agency. In turn, the City will make every effort to maintain the artwork and make any decisions regarding repairs and restoration based on the maintenance guidelines submitted by the artist and in consultation with the artist when feasible (as per the Visual Artists Rights Act of 1990). The City agrees that it will not intentionally destroy, damage, alter, or modify artwork, and that the artists will be informed of any alteration to their artwork.

Risk Management

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

Assignment of the insurance responsibility prior to, during, and after installation should be made clear in contracts. The more information the Office of Risk Management receives the more helpful it can be.

The following points should be considered:



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1. To reduce the City's liability, fabrication should be done off-site whenever possible;
2. The engineer who signs off on the artist's drawings must also attest to the fact 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 installed;
4. The artist is responsible for damage to the artwork until installation on City property; and
5. Risk should be borne by the City for any damages or loss that occurs on City property and is beyond the control of any party.

Performance Bonds

It is important to note that, in general, architects and engineers are exempt from bonding requirements, as contracts involving "aesthetic judgment" cannot be measured objectively.

"Because artists, like architects, are creating projects and providing services that are unique, a performance bond is not the recommended mechanism for ensuring performance."

Jeffrey L. Cruikshank and Pam Korza, Going Public: A Field Guide to Developments in Art in Public Places. (Massachusetts: Arts Extension Service, 1988), pg. 223.

This is better accomplished through the contract wherein payment of fees is tied to completion of explicit aspects of the contract. In order to avoid incurring the need for performance bonds when the artwork can be considered "construction" or when the artist is fabricating a work that is part of the structure of a facility (a wall, for example), it is recommended that the BCA negotiate professional service contracts rather than construction contracts with the fabricating artist(s) involved.

Documentation

The artist must attach a detailed description of the project with approved designs and drawings to the BCA upon completion of the work. Under the present agreement, the City also stipulates that the artist is responsible for providing photo documentation. The City may wish to consider assuming the



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responsibility of photo documentation for archival and public affairs purposes.
(See section 10, Maintenance of Artworks, Conservation of Art Collection.)

De-accession

De-accessioning may either be addressed directly in the agreement, or it may refer to an approved policy specifically addressing the issue. Again, it should be noted that plans for de-accessioning public art must consider the federal regulations set forth in the Visual Artists Rights Act of 1990.

Signage

The City 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.

Contract Enforcement

Performance requirements are needed to identify whether or not artists are in compliance with the stipulations of the contract. There must also be set guidelines in case an artist is late, over budget, or early. These requirements may be tied to budget information. For example, artists might be paid when they deliver the designs, when the work goes into fabrication, or when the work is delivered. When the artist is under contract to the architect, the architect is responsible for the enforcement of that contract.

Termination or Cancellation of Contract

The agreement terminates if the underlying construction project is canceled. The City 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 whom the artist has contracted (the architect or the BCA) has the right to terminate the contact 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 City's property in payment for damages caused to the City by the default on the part of the artist (project cost, overruns, etc.).

The City must pay the artist for any work completed up to the point of termination as stipulated by the payment schedule. The remaining monies



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revert back to the BCA to finance the completion of the artwork when feasible. The City also 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 City due to negligence or noncompliance on the part of the artist, the City has the right to consider that artist ineligible for any future art projects funded by the City.

Project Delays

If the artwork is ready on time, but the construction project is late, the commissioning City 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 ready on time, but, due to conditions beyond his/her reasonable control, the artist is late producing the finished artwork, it shall not be considered a breach of contract, and the City will grant a reasonable extension of time to the artist. If the City incurs costs by such a delay, the contingency fee (see below) shall be used to cover these charges.

Contingency Fee

From the total art project budget, 10% should 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, the commissioning City agency will inform the artist of their intent to terminate the contract (*See Two-Tiered Contracts above for termination procedures and compensation to the commissioning City agency*). If the contingency fee is not used, it can be either added to the artist's design fee, set aside for emergency conservation of the artwork, or used in whatever manner the artist and the commissioning City agency agree upon.

Note: Careful project scheduling and coordination between the artist and the commissioning City agency is of paramount importance to a successful public art project and can greatly reduce the need for contingency fees, performance bonds, etc.



Contract Processing

For consistency, a model contract should be adopted. To expedite the processing of contracts, signature list should be attached to the front of each model contract indicating that:

1. This is a standard contract and all paragraphs are present; and
2. A person with binding authority has approved the contract.

Any modifications to the model contract can also be identified on the punch list.

Minority Business Enterprise Goals

Currently, an MBE goal of 35% of fees to minority contractors has been established by the City and applies to public art projects as well. However, compliance is more difficult with regard to art projects because it is not simply a matter of several artists bidding on the same "job" or offering the same "goods." Instead, artists propose ideas and concepts and are selected, not in terms of the lowest bid, but according to the quality of the ideas proposed, the feasibility of their realization, and the appropriateness of the ideas for a project.

Therefore, it is recommended that:

1. The BCA's MBE compliance be calculated on the basis of total public art projects over a five year period.
2. The BCA be able to use the waiver option available to other City departments stating that the "BCA made a good faith effort to hire MBE artists, but the candidates were found to be unqualified and no qualified applicants were available."

Other actions that the BCA can take to support MBE goals include:

1. Selecting membership to the PAAC and the Stakeholders Committee reflective of the City's MBE goals;



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2. Making the Stakeholders Committee aware of MBE goals at the start of the artist selection process;
3. Disclosing demographic information with juries/Stakeholders as part of the selection process. The use of *blind juries* (wherein the Stakeholders Committee are not informed of the race, gender, or ethnicity of the proposing artists) makes it impossible for the BCA to ensure that MBE artists are selected 35% of the time;
4. Requesting African Americans, other artists of color, and women in the RFPs;
5. Making temporary and rotating art projects eligible for Percent-for-Art funding. This would enable MBE artists to receive the training and experience that they may need to create permanent art projects, which would allow them to participate in the public art program in a significant way;
6. Allowing gifts of public art offered to the City by MBE artists and accepted in a given year to qualify towards fulfilling the BCA's MBE requirements for that year; and
7. Changing the public art ordinance to allow for funding of art projects off-site and in collaboration with communities. In this way the BCA could better respond to public art funding requests from its Public Art Idea Bank and support those Idea Bank projects that meet the City's MBE goals.

10. Program Administration

This section describes changes to the administration of the BCA's Percent-for-Art Program, including:

1. Specifications for a maintenance, conservation, documentation, and evaluation program of the City's public artworks;
2. The development of an artist's slide registry as well as educational programs; and
3. Staffing tasks and requirements of the Percent-for-Art Program.

Maintenance of Artwork

Routine maintenance of an artwork becomes the responsibility of the BCA along with the agency that houses the artwork. As part of the contractual requirements, the artist should develop a maintenance program in cooperation with the BCA and City agency for the proper day-to-day maintenance of their artwork.

The artist should specify what materials were used to fabricate their work in the maintenance program correspondence. The commissioning City agency will be responsible for communicating this information to its custodial staff.* This agency will also be responsible for providing the necessary tools or equipment to ensure proper daily maintenance of public artworks.

*Note: Custodial staff may need training and / or supervision.

Conservation of Art Collection

Should conservation work be necessary or repairs needed, the artist should be notified immediately, and a qualified conservator / restorationist should also be consulted. The artist should be hired to perform or supervise the repair and conservation of the work for a reasonable fee. The BCA in conjunction with the commissioning City agency should handle conservation. Commissioning City agencies should contact the BCA regarding any conservation or preservation activities for artwork in the collection that predates the Public Art Master Plan. The director of the BCA must approve emergency repairs to



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prevent loss or damage to an artwork. Due to their aesthetic judgment and familiarity with art materials, fabrication methods, and artistic intent, art professionals are required to evaluate artwork and to select the proper conservator. Every effort will be made to contact the artist and to maintain artistic integrity (as per the Visual Artists Rights Act).

As described in Section 2, Percent-for-Art monies should be made available for funding conservation and restoration of the entire public art collection and for special and emergency maintenance of artworks not covered under the memorandum of understanding with APAL. It is recommended that:

1. The BCA immediately channel a fraction of the Percent-for-Art funds into program administration, a portion of which should be used for conservation.
2. 5% should be earmarked to fund the maintenance and conservation needs of the collection, including repainting, restoring, and deep cleaning. If funds are not earmarked specifically for conservation, they are not likely to be allotted later. (In times of fiscal restraint, artwork conservation is not considered high priority.)

While this policy will increase conservation funding, the cost of conserving a growing (and aging) public art collection may not be adequate. An increase in Percent-for-Art funds from 1% to 1.5% will allow for the increase to be dedicated to maintenance and conservation. .

The Smithsonian Institution's SOS! Program has been helpful in assisting the BCA in locating, documenting, and evaluating historic and contemporary art in Atlanta. When the 1% for art is increased to 1.5%, SOS! could assist the BCA in identifying ways to administer the additional funds for maintenance and conservation.

Private partnerships, such as the Adopt-A-Monument program or the Atlanta Public Art Legacy Fund (APAL), may prove helpful, but such partnerships can not cover all conservation projects.

Documentation

Visual and written documentation of the artwork as installed and intended by the artist is a necessary element of both the public education and conservation programs. What the artist had in mind when designing the piece, what materials and fabrication methods were used, and how the piece should be maintained and conserved is vital information that can ensure the success of a project.

There should be a documentation portfolio for each project. The artist should provide much of this physical information in the maintenance recommendations. The artist's statement of intent—generally a one to two page description of his/her philosophy of the artwork—should be included in the documentation portfolio. In addition, there are several resources that can prove invaluable in future conservation, including blueprints (schematics, sketches, photos, construction, and working and shop drawings) and professional photographs of the just-finished work from several viewpoints.

To facilitate future conservation, the documentation should be standardized for all projects and controlled by the BCA and its public art program. The BCA will establish the specific physical information required about the artwork and the minimum level of detail in that information. Typical entries should include:

1. Artist's statement of intent;
2. Location and drafter of blueprints, working drawings, shop drawings, and construction drawings;
3. Location and fabricator of maquettes, sketches, and photographs;
4. Artwork dimensions;
5. Materials;
6. Joining materials and methods (such as hardware, types of welds);
7. Surface treatment; and
8. Name of fabricator and installer.
9. Original cost
10. Updated valuation

Because materials can differ widely from project to project, the staff should determine what additional information would best help a conservator (e.g., a



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Pantone color sample might be added to the documentation). The BCA staff should evaluate the artist's statement of intent for clarity. The BCA Public Art program should be responsible for acquiring its own photographs of the artwork and for making sure that the photos serve the program's publicity and conservation needs. By assigning documentation to one body, the archival quality of the material submitted can be controlled.

One practical concern in acquiring thorough documentation of each project is finding the appropriate space to store the material archivally. The documentation should be housed in a place where it can be organized in a safe and easily accessible manner. A lack of storage space may limit documentation, though the BCA has acknowledged its importance.

Evaluation of Completed Artworks

Documentation helps to indicate *how* the artwork should be conserved, and the evaluation indicates *when*. A systematic evaluation of the collection is the missing link in conservation programs. The Public Art Program staff shall "at least once annually...provide for the inspection of, and shall report on, each work of art in the public art collection, including present location of the artwork, present condition of the artwork, and recommendations regarding needed maintenance or repairs."

In addition to the commissioning City agency's own internal and ongoing maintenance of the artworks, each work in the public art collection should be professionally evaluated at least once every two years to assess the continuing relevance of each work to the collection and for effective documentation and collection management. Further, these inspections should be mandated to assess conditions and determine prescribed maintenance procedures. The procedures allow for this inspection to be completed either by the staff or "another competent individual or organization contracted to perform this service."

Needs Assessment

Integral to the evaluation process is a standardized survey form that asks the surveyor for information needed to gauge the condition of the work. This form should be created by the Public Art Program and should be accompanied by photographs. This "needs assessment/condition" report should also include descriptions of any additional maintenance or conservation work that may be necessary.

Public Opinion

An evaluation of each public art project should be conducted within the first two years of a work's installation to determine its success relative to the siting and selection procedures used and its acceptance by the community. The various methods of evaluation include informal on-site interviews with passerbys, questionnaires handed out to NPUs which have works of public art in their communities, and videotapes of public response.

The evaluation of two of Atlanta's public artworks was undertaken as part of the master planning process. A team developed and tested evaluation tools, such as the survey questions used and the timing of interviewing activity. This produced quantifiable results with regard to public attitudes toward these artworks in particular and to public art in Atlanta in general. (*See Appendix, Public Art Questionnaire.*)

Costs of Artworks

One critical issue in administering a percent-for-art program is budget. How much does public art cost? Within a fixed budget, what kind of art is feasible?

While the work of some well-known public artists may have a particular market value (based upon gallery sales, auctions, and previous commissions), the costs of public art commissions are not as easy to categorize and forecast. It is difficult to maintain that if the art budget is \$75,000, the resulting artwork will be a sculpture of particular materials and dimensions. One cannot predict that an artwork of one type (i.e., a lighting piece) will cost a particular amount while an artist's paving design will cost another amount. There may be bare



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minimum costs for various kinds of artwork, but actual costs are affected by many factors including:

1. The quality of material selected;
2. The location of the fabricator;
3. The year in which the artwork is created (since material and labor costs generally rise over time);
4. Whether or not elements of the artwork can be paid for and fabricated by the general contractor or donated as in-kind contributions;
5. The artist's working methods (whether the artist is using subcontractors, needs to build a prototype, etc.); and
6. How much of a design fee the artist will take.

If the BCA Public Art Program need to determine the kinds of artwork that can be considered for a certain commission level, the practical and aesthetic needs of the building or space should be the first guide. Sites should be selected based on their public access (visual or actual) and their ability to accommodate another aesthetic voice in the architectural design, after which a variety of artwork possibilities can be suggested. For example, a public plaza, particularly one in which people may sit, is often a prime site for artwork. If the budget is fairly small, the artwork might use elements already included in the construction budget, such as pavers or landscaping. If the budget is more substantial, freestanding artist-fabricated elements (sculpture or custom seating) might be possible.

During the selection process, the Stakeholders Committee should get a general sense of the budget for artists' proposed ideas, and it should also know if the actual funds available will be sufficient. To help in this process, arts professionals serving as members of the PAAC and the Stakeholders Committee should have demonstrated knowledge and experience in public art costs.

Once artists are selected, the problem facing the Public Art Program is rarely getting enough for its money, but rather making sure that artists do not overextend their budget. To enable artists to design a work that is financially feasible, detailed budget guidelines should be provided to the artist during the artist selection phase (oftentimes artists overlook the administrative costs



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inherent in a commission). The guidelines for a budget worksheet should include:

1. The artist's design fee (generally 20% of the overall commission);
2. Models, maquettes, working and construction drawings;
3. Artist's assistant(s);
4. An independent structural engineer (to stamp drawings);
5. Other consultants, researchers, and professional services;
6. Travel and site visits;
7. Space and equipment rentals;
8. Fabrication materials;
9. Subcontracted fabrication (foundry, etc.);
10. Storage (if the work is completed early or if the work has to be stored because the site is not ready, the commissioning City agency is responsible for paying storage costs);
11. Packing/crating of the artwork;
12. Shipping and transportation of the artwork to the site;
13. Installation (the commissioning City agency is responsible for installation costs unless otherwise stated). Installation of artist-community collaborations and projects may need to be paid for by the artist and community);
14. Insurance (liability, etc.);
15. Contingency fees for unavoidable and unforeseen expenses (10% from the total art project is standard); and
16. 5% for maintenance and conservation of the artwork..

Professional photography of the finished work, site preparation, and lighting and signage are separate costs that should be borne by the commissioning City agency.

A detailed budget including back-up materials, such as written estimates from a fabricator, should be required as part of artists' submitted proposals under the design phase of the contract before the fabrication/installation phase begins (or the fabrication/installation agreement is signed). The artists' budget should equal, or at least not exceed, the available art budget.



Other Administrative Programs

Artist Slide Registry

A well-maintained artist slide registry will reduce the need for holding open calls or open competitions for every project. While such a registry requires significant resources—especially time—its benefits can far exceed the costs. The Fulton County Arts Council, the Georgia Council for the Arts, and the Atlanta College of Art have resources such as slide banks and artist's registries. In order to avoid duplicative efforts and expense, these resources should be shared with the BCA. The BCA will add the names of public artists who have completed large outdoor and/or site-specific artworks.

The consolidated Fulton County, Atlanta College of Art, and Georgia Council registry should be open to all artists without restriction. However, the BCA, with input from the PAAC, should jury public artists into the public art component of the registry. All artists should be required to complete a registration application/data base form that will help the BCA to sort registrants by discipline, zip code, and other relevant demographics. At a minimum, artists will be required to submit a set number of slides of professional quality, a resume, and other pertinent high quality presentation materials (i.e., printed materials and reviews). Candidates for the public art registry will be asked to include previous public art proposals or other documented evidence of having worked with communities on a public art project.

The information submitted should include:

1. Artist's name, address (home and studio), city, state, zip code, phone number(s), and fax number;
2. Nationality, city of birth, ethnicity;
3. Primary gallery or representing agent (name, address, zip code, phone number (s), fax number(s);
4. Media/materials;
5. Subject matter;
6. Style;
7. Price range of artworks;
8. Size range of artworks;
9. Date of last commission in Atlanta; and



10. Preference for working with communities or design teams.

All eligible artists should be considered for commission by the Percent-for-Art Program. Definition of an eligible artist:

1. A practitioner of the visual arts;
2. One whom critics and peers generally recognize as a professional of serious intent and recognized ability who produces works of art.

Those artists who are ineligible include:

1. Undergraduate students;
2. City employees;
3. Artists who are currently under contract with the Percent-for-Art Program; and
4. Artists who have received a commission within a certain period of time (as determined by the BCA).

Graduate students are eligible for public art commissions, but they must produce at least one letter from an instructor confirming their eligibility as defined above.

It is important that the artists keep their files up to date; this is their responsibility. Annually, the BCA will request artists to submit updated slides of new artworks to the registry (either notices will be mailed or public service announcements will appear in the local papers and in the art press).

The registry will be available as a reference to other government agencies, art consultants, writers, and curators. A well-managed and orderly registry will be viewed as a positive public service that benefits the arts community.

One part-time staff person will be needed to maintain the artist's registry. If, due to staffing exigencies, it becomes necessary for interns to run the slide registry, they should be properly trained and supervised. Information received on each artist should be entered into a database.



Education and Training

Informing the public about an artist and a proposed work is critical to the success and public acceptance of a work of art. Film screenings, lectures, exhibitions, panels, and visits by commissioned artists have been successful in exciting the public and in garnering ongoing interest and support for a project during the long design and implementation process.

It is recommended that 20% of the total administrative budget be earmarked for education and training. This will enable the public to understand, support, and participate in the public art process. Education, training, and community outreach should incorporate the following:

1. An annual orientation workshop for members of the Stakeholders Committee who have been selected for projects in accordance with the annual Percent-for-Art Plan. This workshop will include information about the Percent-for-Art Ordinance, an overview of public art possibilities, a slide presentation of the City's current Percent-for-Art collection, a review of upcoming projects, sample RFPs, the Public Art Master Plan, and artist selection procedures. This will also provide an opportunity for the Stakeholders Committee to meet representatives of the BCA, the PAAC, the host City agency, and the UDC.
2. The business community commissions art privately for display in public spaces. Business leaders need to be encouraged to support the arts, and they need to understand the nature of the public context and what constitutes good public art. They should be updated about new public art developments and solicited to contribute to the Public Art Trust Fund.
3. Emerging artists (particularly local and minority) need to receive training in order to develop the expertise to work in the public realm. Currently many artists are not able to qualify, even though the projects and funds are available. Professional development seminars and artist training workshops could be sponsored by artist coalitions or the BCA and funded out of education monies. It is a necessity to prepare the next generation of Atlanta's public artists. These seminars could cover a



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myriad of topics, including project budgeting and cost control, how to read blueprints and architectural drawings, and understanding structural engineering. In addition, mock juries and panels could be staged. The BCA could partner with other service providers, such as the Volunteer Lawyers for the Arts, who could conduct a seminar about artists and contracting issues. This would also serve to create support networks among artists in the community.

4. Art administrators, artists, and other design professionals should be groomed and trained to participate on future art selection and gift review panels.
5. While the media/press are generally supportive of the BCA and its public art programs, more promotion and positive coverage should be sought through constant verbal and written communication with the Atlanta art press.

Percent-for-Art Administration

Bureau of Cultural Affairs

A Cultural Affairs program manager assigned to the visual arts division manages the Public Art Program including the Percent-for-Art funds. Currently levels of staffing meet the minimal requirements of the existing program. An expanded program, including additional coordinators and support staff is recommended. The program manager is responsible for the following:

1. Act as a community outreach and public education program manager;
2. Organize community meetings with NPUs;
3. Conduct training and educational programs for artists and communities;
4. Notify artists of upcoming public art projects;
5. Write and disseminate RFPs and calls for artists;
6. Act as a liaison between the artists, community, project architect, engineers, construction manager, and general contractor;
7. Assist in developing the annual Percent-for-Art Plan;
8. Assist in grant and proposal writing to obtain additional program funding;



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- Manage and coordinate Percent-for-Arts and other art commission projects on a day-to-day basis;
10. Convene the Stakeholders Committee for each project;
 11. Develop artist contracts;
 12. Schedule site and artist studio visits;
 13. Plan and organize receptions and dedications;
 14. Organize and maintain a slide registry of eligible public artists locally, regionally, nationally, and internationally in cooperation with the Fulton County Arts Council and the Georgia Slide Registry;
 15. Organize and maintain the Public Art Idea Bank;
 16. Manage and coordinate the Summer Murals and Art on Loan Program, including compiling and documenting the BCA's available artwork, sending out information to all City agencies, photo documenting collection, maintaining accurate records, and developing a computer database to track loaned artwork;
 17. Conduct evaluations and documentation of completed Percent-for-Art projects;
 18. Survey artworks identifying those that require special maintenance, restoration, and conservation (preferably once every two years); Arrange for consultation with a qualified conservator/restorationist to perform needed work;
 20. Act as a liaison to other City agencies, the county, and state arts programs;
 21. Track eligible Percent-for-Art monies and projects and ensure that the monies are deposited in the BCA's municipal arts account in conjunction with the Interagency Task Force; and
 22. Manage the BCA's community-based, rotating, and temporary public art programs.

It is anticipated that a minimum of two full-time program coordinators will assist the program manager. Additionally, three part-time staff people will be required: one for the slide registry, one for conservation and maintenance and the other to act as an assistant. If the number of public art commissions increases, additional staff will be required.

Department of Aviation (Airport Art Program)

The Airport Art Program has two managers who oversee the various performing and visual arts programs. As the art components are developed for the many expansion projects scheduled to occur at Hartsfield Atlanta International Airport over the next ten years, additional staff positions or consultant services may be required. The primary functions of the Airport Art Program managers include:

1. Develop programs designed to enhance the passenger's experience of Hartsfield Atlanta International Airport and support the Department of Aviation's mission "To Be the World's Best Airport by Exceeding Customer Satisfaction";
2. Identify sites or opportunities where art and artists may be incorporated;
3. Manage and coordinate the commissioning of site-specific artworks on a day-to-day basis;
4. Schedule site and artist studio visits;
5. Manage and enhance the rotating exhibitions for the Youth Art Galleries;
6. Manage and enhance the rotating exhibitions for the Atrium Gallery;
7. Manage and enhance the rotating exhibition program for the airport's many display cases/spaces;
8. Manage and enhance the performing arts components of the program including the three music festivals;
9. Maintain an inventory of the airport's art collection;
10. Interface with local, state and national arts organizations, galleries and private collectors for the purpose of procuring art and artifacts for rotating exhibitions in the airport's various display case areas;



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- 11. Develop artist contracts and loan agreements;**
- 12. Develop and disseminate RFPs and Call for Artists;**
- 13. Survey all airport artworks to identify those requiring special maintenance, restoration and conservation and arrange for the necessary maintenance services on an annual basis;**
- 14. Serve as the liaison between the artists, city agencies, project architect, engineers, construction manager and contractors;**
- 15. Act as a liaison to other City agencies, the county, and state arts programs as necessary;**
- 16. Track eligible Percent-for-Art monies and projects to ensure that the Department of Aviation allocates funds to the appropriate account for use;**
- 17. Plan and organize receptions and dedications for art projects when appropriate;**
- 18. Develop and disseminate material to promote Airport Art projects and artist commissions.**

Public Art Advisory Committee (PAAC)

As the key advisor to the BCA for public art, the PAAC will have the following responsibilities:

- 1. Review the Public Art Master Plan;**
- 2. Review the BCA's and DOA's annual Percent-for-Art Plan to assure that the goals of public art are being met;**
- 3. Review Percent-for-Art proposals and proposed gifts of public art at the discretion of the BCA and the UDC;**
- 4. Advise the BCA on selection of the Stakeholders Committee for specific public art projects;**
- 5. Inform the Stakeholders Committee of the BCA's and DOA's diversity goals as it relates to public art projects;**
- 6. Assist the BCA in selecting community-based art projects;**



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7. Assist in community outreach and education regarding public art projects;
8. Assist the BCA and DOA in outreach to the arts community and in developing new ways of identifying and reaching artists—particularly artists of color who may not already be included in the BCA's artist registry;
9. Assist in raising private and foundation support for community-based public art projects by comprising the board of a Public Art Trust Fund;
10. Help establish overall public art policies and procedures;
11. Help establish communication between the various groups undertaking public art projects; and
12. Keep City Council apprised of upcoming or recently completed public art projects.



**APPENDIX A:
Resource People and Participants
in the Atlanta Public Art Master Plan**

Initial Participants

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Atlanta, Georgia 30303

Geiger-Hooker, Gaye
Consultant, Gaye
**Geiger-Hooker &
Associates**
Bureau of Cultural Affairs
675 Ponce de Leon
Ave., NE
Atlanta, GA 30308

Gordon, Glen
Contract Compliance
Specialist
City of Atlanta
68 Mitchell Street, SW
Atlanta, GA 30335

Granderson, Eddie
Bureau of Cultural
Affairs
675 Ponce de Leon
Ave., NE
Atlanta, GA 30308

Harmon, Bob
Architect
MARTA
2424 Piedmont Road
N.E.
Atlanta, GA 30324-3330

Heath, John
Urban Planner
Parks and Urban Design
Bureau of Planning
City Hall South Building
55 Trinity Avenue S.W.
Suite 1450
Atlanta, GA 30335-0510

Henderson, Valena
80 Jackson Street N.E. #G
Atlanta, GA 30312



ATLANTA PUBLIC ART MASTER PLAN

Abramson, Cynthia
Consultant
PPS/Project for Public
Spaces, Inc.
153 Waverly Place
New York, NY 10014

Bowser, Barbara
Director
Bureau of Cultural Affairs
675 Ponce de Leon Ave.,
NE
Atlanta, GA 30308

Carlozzi, Annette
Visual Arts Producer
Atlanta Committee for
the Olympic Games
250 Williams Street
P.O. Box 1996
Atlanta, GA 30301-1996

Craighead, Paul
WAG News
985 Delaware Avenue,
S.E.
Atlanta, Ga 30316
(404) 627-2813

Davies, Steve
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PPS/Project for Public
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153 Waverly Place
New York, NY 10014

Fakhreddin, Mahdi
Artist
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Avenue #2
Atlanta, GA 30307

Brigham, Bill
Landscape Architect,
Parks Design
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Ave., NE - 8th Floor
Atlanta, Georgia 30308

Clark, James
Executive Director
Public Art Fund Inc.
1 East 53rd Street
New York, NY 10022

Dersch, Sushma
Parks Development
Manager
Bureau of Parks
675 Ponce de Leon Aye,
NE
City Hall East-8th Floor

Fields, Viki
Procurement Manager,
Bureau of Purchasing and
Real Estate
68 Mitchell Street, SW
Suite 1790
Atlanta, Georgia 30335

Cathy Fox
Art Critic, Atlanta
Journal and
Constitution
P. O. Box 4689
Atlanta, Georgia 30302



ATLANTA PUBLIC ART MASTER PLAN

**Resource People and Participants
in the Atlanta Public Art Master Plan
(1999 – 2000 TASK FORCE)**

Camille Russell Love
Director, Bureau of
Cultural Affairs
675 Ponce de Leon Ave.
N.E. Atlanta, Georgia
30308

Eddie M. Granderson
Program Manager (Visual
Art division),
Bureau of Cultural Affairs
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N.E.
Atlanta, Georgia 30308

Lisa Walker
Program Manager, Bureau
of Cultural Affairs
675 Ponce de Leon Ave.
N.E. Atlanta, Georgia 3030

Evan Levy
Former Public Art
Coordinator, Bureau of
Cultural Affairs
675 Ponce de Leon Ave.
N.E.
Atlanta, Georgia

Larmar Renford
Program Manager,
Airport Art Program
Department of Aviation
P.O. Box 20509
Atlanta, GA 30320-2509

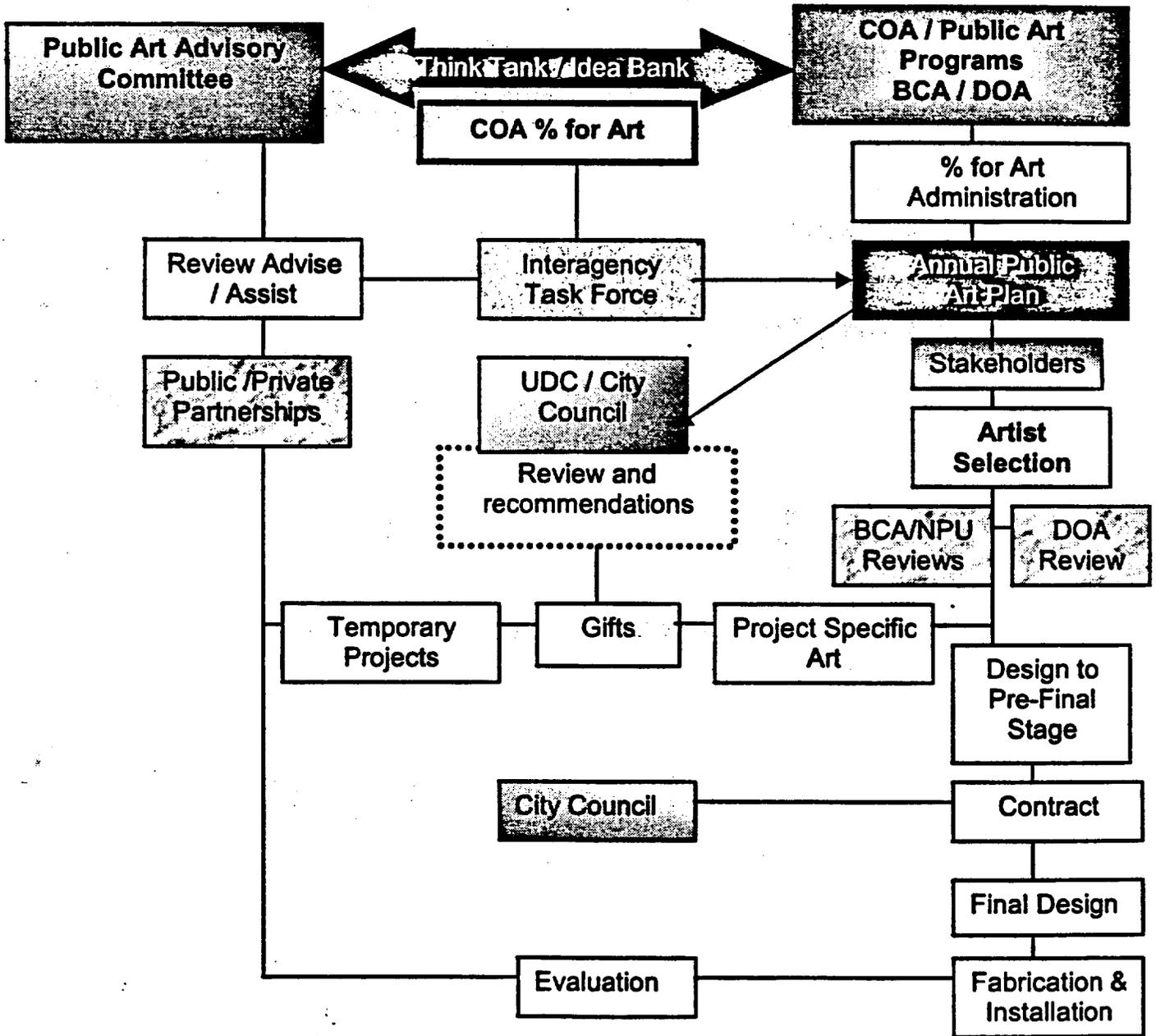
David Vogt
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Leslie Gordon
Arts Consultant
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Atlanta, GA 30305

Darrell A. Fitzgerald,
Vice President / Managing
Director
Genesler, Architecture
Design firm
101 Marietta Street, NW.
Suite 300 Atlanta Georgia
30303



APPENDIX B: Public Art Proposed Development Process





APPENDIX C: (Current) Donor Profile and Work of Art Specification

DONOR PROFILE:

1. Name, address, telephone, e-mail, fax of donor or donating organization:

Name _____

Address _____

Tel _____ **email** _____ **fax** _____

2. Name, address, telephone, email, fax of liason (if applicable):

Name _____

Address _____

Tel _____ **email** _____ **fax** _____

3. Please describe the circumstances under which the gift is being proposed:

4. What is the appraised value of the work being donated? _____

Date of appraisal:

5. Please describe how you feel the proposed site will be improved or enhanced by the installation of this work of

art:



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WORK OF ART SPECIFICATIONS

I. Identification:

1. Title of work: _____

2. Artist's Name: _____

3. Date Executed (if applicable): _____

II. Specifications:

1. Dimensions (without pedestal):

Height _____ in. Width _____ in. Depth _____ in.

2. Weight (without pedestal): _____ lbs.

3. Pedestal Dimensions:

Height _____ in. Width _____ in. Depth _____ in.

4. Pedestal Weight: _____ lbs.

Materials: _____

5. *Fabrication Material(s)*: List each type with corresponding brand name and specifications. This information is needed to assist the City if conservation is needed in the future.

6. *Material (s) Finish*: List each type with corresponding brand name.

III. Site Selection:



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1. Please describe the reasons why the proposed site was selected:

2. List two alternative sites acceptable to all involved parties. (*Artist, Donor, City Agency*):

IV. Fabrication:

1. Name, Address, and Telephone of Fabricator (s):

Name _____

Address _____

_____ Tel. _____

2. *Primary Construction Technique (s):*



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13: Welding or joining Material (s) and Methods: List types, brandnames and joining methods for each.

4. Location and Description of Signature and Edition Markings:

V. Maintenance:

1. Was the work designed to include the weathering process as part of the overall visual impact of the piece? If so, please describe the type of environment for which the work was designed.

2. Foundation Specifications: Please describe the method and material used in securing the work of art at the proposed site.

3. Maintenance Procedures: Please describes the methods and materials you would normally use to maintain this particular artwork(s).



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4. Is the Donor planning to establish a maintenance fund for the future care of the artwork? If so, please indicate the amount of funding available, the estimated annual cost, as well as the type and frequency of the maintenance which will be provided.

VI. Additional Information:

1. Has the work ever been on prior public exhibition? If so, please indicate when and where (attach additional sheet if necessary).
2. Are there editions of this work? If yes, please indicate the edition number of this particular work. Please list the number and locations of other editions.
3. Please list all notable exhibitions and collections pertaining to this particular work or



**APPENDIX D:
(Current Artist Agreement)**

**• STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT FOR COMMISSION OF PUBLIC ART WORK

THIS AGREEMENT, entered into this ____ day of _____, 1998, by and between the City of Atlanta (the "City"), acting by and through the Department of Parks, Recreation and Cultural Affairs and _____ (the "Artist") residing at _____

WHEREAS, the City supports the creation of public art program by allocating certain funds for the establishment of artworks in public places and authorizes the making of payments for the design, execution, fabrication, transportation and installation of works of art and the support of an artist selection process; and

WHEREAS, the City of Atlanta percent-for-art funds Program helps to beautify the city, and provide opportunities for citizens to enjoy quality art. The art program also helps to make Atlanta a better place to live.

WHEREAS, the funds have been allocated for the selection, purchase and placement of a artwork of the Artist's own design (the "Work") for _____ (the "Site"). The Work is to be substantially similar to the approved proposal as described in Exhibit "A". The amount of this commission is not to exceed \$ _____ of which \$ _____ is to be taken from account number _____ and \$ _____ is to be taken from account number _____; and

WHEREAS, the Artist was selected by the City through the procedures duly adopted by the Bureau of Cultural Affairs ("Bureau"), to design, execute, fabricate, transport, and install the work for the site; and

WHEREAS, both parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work; and

WHEREAS, pursuant to Section 5-5026 of the Code of the Procurement and Real Estate Code of Ordinances of the City of Atlanta, Georgia the Purchasing Director is duly authorized to enter into an agreement with this Artist;

NOW, THEREFORE, the City and the Artist, for and in consideration of the mutual terms and conditions hereinafter set forth, the parties hereto and hereby agree as follows:



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ARTICLE 1. SCOPE OF SERVICES

1.1 General

The Artist shall perform all services and furnish all supplies, materials, and equipment as necessary for the Work's design, execution, fabrication, transportation and installation. The Artist shall determine the artistic expression, scope, design, color, and material which shall be approved by the Bureau of Cultural Affairs, and subject to review and acceptance by the City as set forth in this agreement. The artist is required to have a Georgia certified engineer review and seal the drawings related to fabrication and installation of the Work.

1.2 Proposal

- a. Within two weeks after the execution of this Agreement (or as agreed upon with Cultural Affairs), the Artist shall carry out such reasonable site inspections, interviews, and research as may be necessary, including meetings with the Bureau of Cultural Affairs in order for the Work to receive final approval. The City shall make available to the Artist blueprints and photographs related to the site and information related to the installation of the work and where applicable a written program of requirements and specifications for the work and the plans for the underlying project (the "Project"). It is the intent of the parties that the plans for the Artist establish a close and cooperative consultation throughout the duration of this Agreement.
- b. The Artist may be responsible for meeting with representatives from the Atlanta Urban Design Commission, when appropriate, in order for the Artist to learn their concerns. Urban Design has responsibility for review and comment.
- c. Within thirty (30) days of the execution of the Agreement, the Artist shall prepare and submit a final proposal ("Proposal") to the City. If the Proposal varies significantly from the Work as defined in Exhibit A the artist shall specify such materials, dimensions, weight, finish, preliminary maintenance recommendations and proposed installation method and include such drawings, documents and models as required to present a meaningful representation of the concept and design of the proposed Work. The city reserves the right to reject such changes and/or terminate the contract at this point.

PROPOSAL FORMAT

For Two-dimensional Work (murals, wall tile, floor paving, low relief, paintings, works on paper etc.), the Artist must submit:



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- (1) One board (20" x 30") that depicts the entire artwork in relation to the architecture or site. If several locations are involved, one board should be submitted for each location. The board should include the dimensions and actual colors of the artwork.
 - (2) A drawing that includes details of the work, with the appropriate information on the manner of installation.
 - (3) Material samples for the artwork and any relevant building materials applicable.
 - (4) Written statement (2 page maximum) that includes:
 - (a) location
 - (b) dimension
 - (c) materials
 - (d) artist's intent
 - (e) budget
 - (f) fabricator's name (if applicable)
 - (g) maintenance specifications
 - (h) detailed timetable of major milestones in fabrication
 - (5) Slides or photographs of past work, current resume. In all cases the Artist shall submit the required information. However, the Artist may be required to submit additional supportive information if deemed necessary by the Bureau of Cultural Affairs.
- d. The proposal shall include a budget, not to exceed \$_____ that covers cost for all designs, materials, fabrication/execution, transportation of the artwork, and artist's fees, including all sales tax, insurance costs, and travel expenses related to the project.
- e. The City shall notify the Artist of its approval or disapproval within fourteen days following the review of such proposal. During this period the Artist shall be available as reasonably required to meet with the City to discuss the Proposal.
- f. The Artist shall be given an opportunity to resolve what the City determines are minor problems in the proposal. If the City determines that the proposal has major problems and the proposal is therefore disapproved, it shall provide the Artist with a statement in writing of its reason for such disapproval. In such event, the Artist shall be afforded an opportunity either to submit a second Proposal for the Work within a reasonable period of time as specified by the City, or to terminate this Agreement. Within fourteen (14) days following submission of the second proposal by the Artist, after a meeting of the review panel, the City shall notify the Artist in writing whether it approves or disapproves the Proposal. If the City determines that the second is disapproved, it shall provide the Artist with a statement in writing of its reasons for disapproval, whereupon this Agreement shall terminate.



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g. In the event of termination of this Agreement pursuant to paragraph (f), the Artist shall retain the Proposal, and neither party shall be under any further obligation to the other in respect the subject matter thereof.

1.3 Structural Design Review.

- a. The City may require the Artist to make such revisions to the Proposal as are necessary for the Work to comply with applicable statutes, ordinances or regulations of any governmental regulatory agency having jurisdiction over the project.
- b. The City may also request revisions for other practical (non-aesthetic) reasons.
- c. Within fourteen (14) days after its receipt of the Artist's submission, pursuant to this Section 1.3, the City shall notify the Artist of its approval (or disapproval) of such submission and of all revisions made in the Proposals as a result thereof. Revisions made pursuant to this Section 1.3 become a part of the Proposal.

1.4 Execution of the Work.

- a. After written approval of the submissions and revisions made pursuant to Section 1.3, the Artist shall, within fourteen (14) days, furnish to the City a tentative schedule for completion of fabrication of the Work, including a schedule for the submission of written progress reports. After written approval of the schedule by the City, the Artist shall fabricate, transport and supervise the installation of the Work in accordance with such schedule. Installation of the work must be completed by the close of business _____, unless amended by written agreement between the City and the Artist.
- b. The City shall have the right to review the Work at reasonable times during the fabrication thereof. The Artist shall submit to the City progress reports in accordance with the schedule provided for in section 1.4(a).
- c. The Artist shall complete the fabrication and installation of the Work in substantial conformity with the Proposal.
- d. The Artist shall present to the City in written notification for further review and approval, any significant changes in the scope, design, color, size, material or texture of the Work not permitted by or not in substantial conformity with the proposal. A significant change is any change in the scope, design, color, size, material, texture or location on the Site of the Work which affects installation, scheduling, site preparation or maintenance for the Work; or the concept of the Work as represented in the Proposal.

1.5 Delivery and Installation.



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- a. The Artist shall notify City in writing when fabrication of the Work is completed and is ready for delivery at the Site.
- b. The Artist shall deliver and install the Work at the Site in compliance with the schedule approved pursuant to Section 1.4.

1.6 Post-Installation

- a. Within thirty (30) days after the installation of the Work, the Artist shall furnish the City with the following photographs of the Work as installed: two sets of three 35 mm color slides of the completed Work; one glossy black and white print, and negative of the Work.
- b. At the City's expense when appropriate, the artist shall be available at such time or times as may be agreed to by the City and the Artist to attend any dedication or presentation ceremonies relating to the transfer of the Work to the City. Expenses shall be provided for artists residing outside of Atlanta and shall cover travel and hotel costs, and a fixed per diem for food and in-town transportation.
- c. Upon installation of the Work, the Artist shall provide to the City final written instructions for appropriate maintenance and preservation of the completed Work. Instructions should include specific information on materials utilized, material suppliers, techniques and a schedule for annual maintenance.

1.7 Final Acceptance

- a. The Artist shall advise the City in writing when all services required prior to those described in Section 1.6 (b) have been completed in substantial conformity with the Proposal.
- b. The City shall notify the Artist in writing of its final acceptance of the Work.
- c. Final acceptance shall be effective as of the first to occur (1) the date of the City's notification of final acceptance or (2) the 30th day after the Artist has sent the written notice to the City required under Section 1.7 (a) unless the City, upon receipt of such notice and prior to the expiration of the 30day period, gives the Artist written notice specifying and describing the services which have not been completed.

1.8 Risk of Loss.

The Artist understands and agrees that he/she shall bear the risk of loss or damage by fire, theft, vandalism, or any other cause during the period from date of the execution of this Agreement to the date of final acceptance. The Artist further agrees that should the work be lost, stolen damaged, or destroyed in any way, he/she shall, at the City's



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option, repair or reproduce the work at his/her own expense or return all payments received from the City within sixty (60) days. The Artist no longer bears responsibility for the work once the work has been installed in accordance with procedures agreed upon by the City and the Artist and accepted by the City.

1.9 Indemnity.

- a. The Artist agrees to indemnify and hold harmless the City, its officer's agents and employees, from any and all losses, expenses demands and claims against the City, its officers, agents and employees, sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of work pursuant to the terms of this contract by or under the direction of the Contractor or any Sub-Contractor employed by the Contractor, or any of their officers, agents or employees. Including but not limited to violation of any third party claims for copyright or trade mark infringements.
- b. The Artist is required to carry the insurance as outlined in Exhibit "B." The Artist must submit proof of insurance to the City within two weeks of approval by the City of the final proposal and upon the Artists receipt of the first payment as outlined in Article 2 (b).

1.10 Title.

Title to the Work shall be to the City upon final acceptance by the City and payment in full to the Artist.

1.11 Ownership of Documents, Models.

Upon final acceptance, all studies, drawings, designs, maquettes and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist. The City may select and the Artist shall convey to the city a copy of one of the original drawings submitted pursuant to Section 1.2 as part of the Proposal, the City representing that such drawing(s) will be used by it solely for exhibition and held by it in permanent safekeeping by the Department of Aviation.

ARTICLE 2. PAYMENT SCHEDULE.

The total payment to the Artist shall not exceed \$ _____. The payment schedule for the Artist's services for travel, insurance, materials execution, fabrication, sales tax, transportation, installation and any other expenses related to the creation of the Work shall be as follows:

- (a) \$ _____ upon final approval of the proposal by the City.
- (b) \$ _____ upon the Artist's notification to the City that fifty percent of the required work has been completed. Within 14 days upon receipt of notification from the Artist, the

City will verify that 50% of the work has been completed accordance with the Contract.

- (c) upon written notification by the Artist to the City that the work is complete and has been installed at the site and the site has been cleared of all debris and restored to its normal state. Within 14 days of receipt of notification from the Artist the City will verify that the work has been completed and installed in accordance with the contract.

ARTICLE 3. TIME OF PERFORMANCE

3.1 Duration

The services to be required of the artist as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Work as proposed by the Artist and approved by the City pursuant to Section 1.4.

3.2 Construction Delays.

If, when the Artist completes fabrication or procurement of the Work, and he/she is ready for installation, the Artist is delayed from installing the Work within the time specified in the schedule as a result of a delay in the construction of the Site, or the site is not sufficiently complete to reasonably permit installation of the work therein, the City shall promptly reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to reasonably permit installation of the Work.

3.3 Early Completion of Artist Services.

The Artist shall bear any transportation and storage costs resulting from the completion of his services hereunder prior to the time provided in the schedule for installation.

3.4 Time Extensions.

The City shall grant a reasonable extension of time to the artist in the event that there is a delay on the part of the city in performing its obligations under this Agreement or in completing the underlying capital project, or if conditions beyond the artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.



ARTICLE 4. WARRANTIES

4.1 Warranties of Title.

The Artist represents and warrants that:

- (a) the Work is solely the artistic effort of the Artist;
- (b) except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright;
- (c) the Work, or a duplicate thereof, has not been accepted for sale elsewhere;
- (d) the Work is free and clear of any liens from any source whatever. All persons who labored on the Work will be required to warrant that the Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition.

The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Proposal pursuant to section 1.2, that:

- (a) the execution and fabrication of the Work will be performed in a workmanlike manner;
- (b) the Work, as fabricated, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" (e.g. peeling paint, defective patina, materials not suitable for environment) or qualities which cause or accelerate deterioration of the Work; and
- (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder. The warranties described in this Section 4.2 shall survive for a period of three (3) years after the final acceptance of the Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Work).

ARTICLE 5. REPRODUCTION RIGHTS

5.1 General.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq., and all other rights in and to the Work except ownership and possession, except as such rights are limited by this Section and 5.2. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any exact duplicate, (two or



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three) - dimensional reproductions of the final Work, nor shall the Artist grant permission to others to do so without the written permission of the City. The Artist grants to the City and its assigns an irrevocable license, at no charge, to make two- or three - dimensional reproductions of the Work for purposes of reproductions used for postcards, advertising, brochures, media publicity, and catalogues or other similar publications for the promotion of the Department of Parks, Recreation and Cultural Affairs.

5.2 Waiver of Rights.

Regarding said Work as identified in the premises herein above, and in Exhibit A; Artist specifically waives all of Artist's rights conferred by Visual Artist Rights Act of 1990, 17 USC §§ 106 A and 113 et seq., as amended. In the event that the City deemst necessary to remove, relocate, or deaccession the work, City shall have the right to do so. The City's shall make every effort to notify Artist pursuant to article 7.2 Alternation of the Work or the site.

5.3 Notice

All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: Copyright (, date of publication.

5.4 Credit to City.

The Artist shall use her best efforts to give a credit reading substantially: "an original work commissioned by the City of Atlanta, Department of Parks, Recreation and Cultural Affairs" in any public showing under the Artist's control of reproductions of the Work.

ARTICLE 6. ARTIST'S RIGHTS

6.1 Identification.

The City shall, at its sole expense, prepare and install at the Site, a plaque identifying the Artist, the title of the Work and the year of completion The City shall maintain such plaque in good repair.

6.2 Maintenance.

The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably assure that the work is properly maintained and protected, taking into account the instructions of the Artist provided in



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accordance with section 1.6 c., and shall reasonably protect and maintain the Work against the ravages of time, vandalism and the elements.

ARTICLE 7. REPAIRS AND RESTORATION

7.1 General

- a. The City shall have the right to determine, when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to consult with the City regarding any repairs or restorations, the City shall have the right to make necessary repairs or restorations. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or to personally supervise significant repairs and restorations and shall be paid a reasonable fee for any artist's services, provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artists fee for such services. The City shall notify artists of the need to repair and restore the work. The artist shall be allowed to submit a fee proposal for such repairs and restoration. The City reserves the right to complete the repairs and/or restorations if the fees exceed the City's recommended budget.
- b. All repairs and restorations shall take into consideration recognized principles of conservation.

7.2 Alteration of the Work or of the Site.

- a. The City agrees that it will not intentionally damage, alter, modify or change the Work.
- b. The City shall notify the Artist of any proposed alteration of the site that would affect the intended character and appearance of the Work and shall take into consideration the Artist's concerns in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work.
- c. Notwithstanding the provisions contained in section 5.2, nothing in this Section 7.2 shall preclude any right of the City (1) to relocate the Work or (2) to remove the Work from public display. In the event the City moves the Work to a different site, the City agrees to no longer represent the Work as that of the Artist upon receipt of written request from the Artist. If the City at any time decides to destroy the Work, it shall, by written notice to the Artist, offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of the recovery exceeds the cost the City of the proposed destruction. The cost for any storage fees, necessitated by the time allotment for recovery of the work, will be borne by the



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Artist. The Artist shall make arrangements to recover the Work within thirty days following notice of the City's offer of recovery.

7.3 Records.

The City shall maintain a record of this agreement and of the location and disposition of the Work at the Department of Aviation. (copy to the finance department)

7.4 Artist's Address.

The Artist shall notify the City of changes in his/her address as set forth in Article 18 below. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the artist of the right subsequently to enforce those provisions of this Article 7 that require the express approval of the Artist. Notwithstanding this provision, the City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

7.5 Surviving Covenants.

The covenants and obligations set forth in this Article 7 shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist. However, the obligations imposed upon the City by Sections 7.1(a) and 7.4 shall terminate on the death of the Artist. The City shall give any subsequent owner of the Work notice in writing of the covenants herein, and shall cause each such owner to be bound thereby.

7.6 Additional Rights and Remedies.

Nothing contained in this Article 7 shall be construed as a limitation on such other rights and remedies available to the Artist under the law which may now or in the future be applicable.

ARTICLE 8. ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9. ASSIGNMENT, TRANSFER, SUBCONTRACTING

9.1 Assignment or Transfer of Interest.



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The Artist shall not assign or transfer any interest in this Agreement, provided, however, that artists claims for money due from or to become due from the City under this Agreement may be assigned to a financial institution upon written notice to the Department of Aviation.

9.2 Subcontracting by Artist.

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance or visual quality of the Work, shall be carried out under the personal supervision of the Artist, and the intentions to subcontract be provided in writing to the City.

ARTICLE 10. TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Work shall pass to the City, and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due to City from the Artist is determined. Also if after thirty days, the Artist fails to cure the default they will be ineligible to participate in future Public Art Programs for a minimum of three (3) years.

ARTICLE 11. COMPLIANCE

The Artist shall be required to comply with Federal, State and City statutes, ordinances and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12. ENTIRE AGREEMENT



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This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 13. MODIFICATION

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

ARTICLE 14. WAIVER

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of the Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performances.

ARTICLE 15. GOVERNING LAW AND VENUE

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of Georgia. Venue shall be deemed to be proper in the Fulton Superior Court for the State of Georgia and if applicable the U.S. District Court for the Northern District Atlanta Division.

ARTICLE 16. HEIRS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the City and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

ARTICLE 17. ARBITRATION

All disputes or controversies that may arise between the parties with respect to the performance, obligations or rights of the work or alleged breach thereof, shall be settled by non-binding arbitration or mediation. The dispute shall be referred to a panel of three arbitrators, one to be selected by the Artist, one to be selected by the City and the third to be selected by the first two. If an agreement on the third arbitrator cannot be reached within thirty (30) days after the appointment of the second arbitrator, such arbitrator shall be appointed by a respected arts administrator to be agreed upon by both the City and Artist. The decision and award of the arbitrators, or that of any two of them, shall be final and binding on the parties, and judgment may be entered upon it in any court having jurisdiction thereof.



ATLANTA PUBLIC ART MASTER PLAN

ARTICLE 18. NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

a. If to the City: Director
 Bureau of Cultural Affairs
 675 Ponce de Leon Avenue
 Atlanta, Georgia 30308

b. If to the Artist, at the address previously written with copies to:

IN WITNESS WHEREOF, The City of Atlanta and the Artist,
 have executed this Agreement as of the date first written
above.

ATTEST:

CITY OF ATLANTA:

Municipal Clerk

Director, Bureau of Purchasing
and Real Estate (Seal)

WITNESSED:

ARTIST:

Notary Public

Signature

RECOMMENDED:

APPROVED:

Commissioner, Department of Parks,
Recreation and Cultural Affairs

Chief Financial Officer

APPROVED AS TO INTENT:

APPROVED AS TO FORM:

Director, Bureau of Cultural Affairs

Assistant City Attorney



APPENDIX E:

PUBLIC ART QUESTIONNAIRE

Day & Date: _____
Time: _____
Weather _____

How often do you come to this place?

Every (week) day _____

2 to 3 times a week _____

Seldom _____

Other _____

Do you usually walk through or stay?

Walk through _____

Stay _____

Where are you usually coming from?

Work _____

Other _____

Where are you going?

Work _____

Other _____

Lunch _____

About how long do you stay here?

15 minutes or less _____

30 to 45 minutes _____

1 hour or more _____

For what reason, why are you here today?

Lunch _____

Errands/passing through

Work _____

other _____

Compared to other public spaces that you know, how much do you like this place?

Like it very much _____

Don't like it _____

Like it a lot _____

Hate it _____



ATLANTA PUBLIC ART MASTER PLAN

Neutrak _____

If someone wanted to find you here, how would you describe to them where to meet you?

Do you ever visit museums or galleries to look at art?

Yes _____ No _____

If yes, how often do you go?

4 or more times a year _____

1 to 3 times a year _____

Less than 1 time a year _____

How often do you think about visual art?

Frequently _____

Sometimes _____

once in a great while _____

never _____

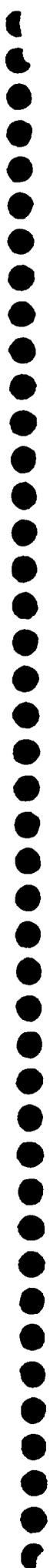
What do you think of that? [Point to artwork]

Do you think it adds _____, detracts _____, or is neutral _____ in the space?

If you had a say, would you: leave it _____, have it removed _____, or replace it _____

Why?

How would you describe it? Does it look like anything specific?





ATLANTA PUBLIC ART MASTER PLAN

What does it mean to you?

How did it get there? Who decided?

Don't know _____ Art agency _____

Gov't agency/mayor _____ Artist _____

Other _____

What function does it (the art. work) serve in the setting?

Does it fit with the setting?

Yes _____ No _____

Positive (materials) _____ Negative (materials) _____

Did you touch the piece? Yes _____ No _____

Did that influence your opinion of it? Yes _____ No _____

(If another work can be seen)

What do you think of that piece, over here?

Have you noticed any other art here before?

Yes _____ No _____

If yes, how does it compare with this one?



ATLANTA PUBLIC ART MASTER PLAN

What else, besides this work of public art would you like to see on this site? For example, a public market, food vendors, concerts, etc.?

What do you think about having art in public places in general? Do you think it's a good idea?

Yes _____ No _____

Why?

What is the highest level of education you have completed?

1. high school _____
2. Some college _____
3. Undergraduate degree _____
4. Graduate degree _____

What is your occupation?

To which age group do you belong?

Under 18 _____ 35-50 _____

19-24 _____ 51-65 _____

25-34 _____ Over 65 _____

Sex: M _____ F _____

Race:

Caucasian: _____ African-American: _____

Asian: _____ Hispanic: _____



ATLANTA PUBLIC ART MASTER PLAN

Native American: _____ Other: _____

If you have any ideas for works of public art that you would like to see in this city or your neighborhood, you may want to submit your ideas. (If yes, give them an **IdeaBank Deposit Slip**.) Thank you for your time and valuable input.



**APPENDIX F:
PUBLIC ART IDEA BANK DEPOSIT SLIP**

Make a Deposit! Make a Creative Investment in the Future of Public Art in Atlanta

Atlanta's Bureau of Cultural Affairs has developed a longrange public art master plan for the City of Atlanta which will facilitate and guide the implementation of art projects in accordance with the City's Percent For Art ordinance. The Master Plan will lay the groundwork for the ongoing participation and education of Atlanta's diverse residential communities, city government, and the arts and business communities in the public art process. The ideas you submit will help the BCA commission artists and choose locations for future public art projects. Call the BCA with any questions about the *Idea Bank* at (404) 817-6815 or the Public Art Program (404) 817-6980. Please mail your *Deposit* or drop it off at the Atlanta Bureau of Cultural Affairs, City Hall East, 675 Ponce de Leon Avenue, N.E., 5th Floor, Atlanta, GA. 30308.

Please *deposit* your ideas for public art themes and locations here and remember anyone can make a *deposit!*

Describe your idea(s) for a work of public art for the City of Atlanta. Include the theme or topic.

What kind(s) of public art do you suggest? Here are a few examples: Permanent sculpture, Temporary artworks, Light projections/neon, Community art project.

Where would you like to see these artwork(s) in Atlanta? For example, your neighborhood, your school, your library, somewhere else in the City. Please describe your suggested location(s) below:



ATLANTA PUBLIC ART MASTER PLAN

Address (if known): _____

Name of Place (if known): _____

Neighborhood: _____

Property Owner (if known): _____

Who uses this place? _____

What kind of a place is it? _____

Describe this place. (Approximate size, buildings, proximity to street)

Why do you think a work of public art would be successful here?

Please tell us who you are!

Name of Depositor _____ Daytime Phone/Fax _____

Address: _____ Zip: _____

Neighborhood Planning Unit Letter: _____ City Council District#: _____



ATLANTA PUBLIC ART MASTER PLAN

**APPENDIX G:
DRAFT (Gift Policy) RESOLUTION**

OFFICE OF THE MAYOR

**CITY OF ATLANTA
ADMINISTRATIVE
ORDER 95-1**

**AUTHORIZING THE ESTABLISHMENT OF A
FORMAL POLICY FOR THE REVIEW,
EVALUATION AND ACCEPTANCE OF
GIFTS OF PUBLIC ART ON BEHALF OF
THE CITY OF ATLANTA.**

WHEREAS, the City of Atlanta Bureau of Cultural Affairs (BCA) commissioned with Project for Public Spaces, Inc., to develop a Public Art Master Plan for the City of Atlanta, on behalf of the Department of Parks, Recreation and Cultural Affairs; and

WHEREAS, the Public Arts Master Plan strongly recommends the adoption of a formal Gift Policy for the City of Atlanta be the first priority for implementation, especially with regard to the myriad of proposed gifts from

- artists and/or organizations who aspire to beautify the City prior to the 1996 Olympics;

and

WHEREAS, a formal Gift Policy would insure that the City evaluates each proposed gift with regard to artistic merit, installation and maintenance costs and proposed locations;

NOW, THEREFORE, I, BILL CAMPBELL, MAYOR OF THE CITY OF ATLANTA, do hereby establish a formal review process for proposed Gifts of Public Art to the City of Atlanta, as follows:

1. All City departments, offices, agencies, officials and employees are directed to refer all proposals for Gifts of Art to the City of Atlanta to the Urban Design Commission for review and recommendation for acceptance or rejection.



ATLANTA PUBLIC ART MASTER PLAN

2. Upon receipt of a proposal for the gift of a work of art, the Urban Design Commission (UDC) will send to the proposed donor a Donor Information Checklist, to provide the pertinent documentation and information to conduct a fair and thorough review of a proposed gift of public art, substantially in the form attached hereto in Addendum I.

3. The Donor of the proposed gift is required to return a completed and notarized Donor Information Application, to the Urban Design Commission within fifteen (15) working days.

4. Upon receipt of a completed application, UDC will certify that it is complete and refer the application to the Bureau of Cultural Affairs, and if a site is also proposed, to the Host City Agency (HCA) which controls the building or property for which the building is intended and the affected Neighborhood Planning Units (NPU's). The BCA, HCA and NPUs will submit written evaluations to the UDC within twenty (20) working days.

5. If the work of art has no designated site, the application would first be referred to BCA for review to determine if it is of sufficient merit to warrant site designation, including whether it be of benefit to the City and a valuable addition to Atlanta's public art collection. BCA may convene a panel of artists and arts professionals to assist in the evaluation process. If BCA determines that the gift is of sufficient value, BCA will contact other City departments in order to identify potential suitable sites for the gift and forward the application to potential HCAs for evaluation.

6. The artwork will be evaluated according to the gift evaluation criteria established in Appendix 11. The BCA, HCAs and NPUs will submit written evaluations to the UDC within twenty (20) working days. The HCA will evaluate the artwork based on its technical feasibility and site appropriateness, including detailed construction/fabrication drawings to be submitted by the Donor consisting of site plan, elevation and section view of artwork, in order to determine whether the artwork can be built and installed as proposed. All gifts to the City must receive the endorsement of the HCA responsible for the property on which it would be sited prior to UDC review.



ATLANTA PUBLIC ART MASTER PLAN

7. The UDC would review the written evaluations of the BCA, HCA and NPU and would make its final recommendation to the Mayor and Council for acceptance or rejection of the gift. Every gift must receive all requisite approvals before it receives final UDC approval.

8. There will be a sixty-day time limit for review and approval or rejection by UDC. To expedite the process, the UDC may ask the donor to make a joint presentation to all of the above groups to initiate the review process. If a reviewing entity misses the deadline, the UDC may proceed with a decision without the reviewing agency's input, if necessary.

9. A recommendation to accept a gift of public art will be specified in an Acceptance Agreement between the City and the Donor. A resolution will be prepared by UDC and submitted to Council authorizing the Mayor to enter into an Agreement to accept the gift. The Acceptance Agreement will clearly describe the terms and conditions under which the City will accept the gift, including responsibilities for installation and fabrication, site preparation, insurance, ongoing maintenance and conservation, etc., as well as what the City is to provide, e.g., a plaque with the name of the donor. This agreement will also include a statement that the City of Atlanta retains full rights of reproduction, removal, relocation and deaccessioning of the gift.

10. Following installation, a meeting between the donor, the HCA and BCA will be held to insure that the work was properly constructed and sited according to plan. If a proposed gift is not completed within the timeline originally established, or if significant changes (either conceptual or financial) to the proposed work occur, the gift will be reviewed again by the UDC.

11. In the case of gifts of land or site, the donor would go through a similar process, whereby the appropriateness of the site would be evaluated and the possibility of finding funds to acquire public art for the site. If the gift of site is a loan, the donor may be asked to supply seed money for the start-up of a temporary or rotating art program, to include funds for staffing, etc.

Attachments:

- Appendix I: Donor Information Application
- Appendix II: Gift Evaluation Criteria



ATLANTA PUBLIC ART MASTER PLAN

This the _____ day of _____, 1995.

BILL CAMPBELL, MAYOR

RECOMMENDED:

CHIEF OPERATING OFFICER

ATTEST:

MUNICIPAL CLERK

DRAFT ADMIN ORDER/sr: March 1, 1995



ATLANTA PUBLIC ART MASTER PLAN

**APPENDIX H:
(Percent-for-Art Ordinance adopted in 1977)**

A SUBSTITUTE ORDINANCE BY

COUNCILMAN MORRIS FINLEY

**PROVIDING FOR PURPOSE, PROVIDING FOR DEFINITIONS,
PROVIDING FOR FUNDS FOR WORKS OF ART, PROVIDING FOR
BUREAU AUTHORITY,
PROVIDING FOR PLACEMENT OF ARTWORK ON MUNICIPALLY OWNED
PROPERTY, AND PROVIDING FOR FUNDS AND PAYMENTS**

WHEREAS, the character and charm of the City of Atlanta has been enhanced by public interest and support of the Arts; and

WHEREAS, the City Council of the City of Atlanta hereby determines that it is in the public interest that public projects of the City of Atlanta should be planned and executed with a view toward enhancing the visual character and beauty of the City as a new international city.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,

as follows:

SECTION 1: Purpose. The City of Atlanta accepts a responsibility for expanding public experience with visual art. Such art has enabled all societies to better understand their communities and individual lives. The City should encourage artists capable of creating art for public places and should enhance Atlanta's standing as a regional leader and national leader in public art. A policy is therefore established to direct the inclusion of works of art in the public works project of the City and to place art on municipally owned or rented property.

SECTION 2: Definitions:

- (a) "B.C.I.A." means the Bureau of Cultural and International Affairs. (b) "Construction project" means any capital project including, but not limited to, those paid wholly or in part by the City of Atlanta with voter nonschool general obligation bonds, annual general obligation non-school bonds, public grants (except where prohibited), park improvement funds, and general funds, for the purpose of constructing or remodeling any building, decorative or commemorative structure, park, street, sidewalk, parking facility or utility or any portion thereof within the City of Atlanta.**
- (c) "Eligible funds" means funds which pay for actual construction costs. This excludes funds which pay for engineering, architectural, acquisition, land**



ATLANTA PUBLIC ART MASTER PLAN

acquisition and interest costs, as well as any incidental costs not associated with construction. Further, it refers only to that portion of funds for any capital project which come from sources other than general obligation school bonds, revenue bonds, and private grants (except where expressly stated in the conditions of the grant itself) and assessment programs.

- (d) "Municipal Art Account" means the account within each eligible fund in which one percent of all eligible funds for construction projects are deposited each year.
- (e) "Municipal Arts Plan" means all proposals for the aesthetic enhancement of all capital construction projects paid for by eligible funds in a particular year.

SECTION 3: Funds for Works of Art

- (a) All requests for appropriations for construction projects from eligible funds as defined in Section 2 shall include an amount equal to one percent (1%) of the estimated cost of such project for works of art and shall be accompanied by a request from the B.C.I.A. for authorization to expend such funds after the same have been deposited in the Municipal Arts Account. When any such request for construction projects is approved, the appropriation for such construction projects shall be made and shall include an appropriation of funds for works of art, at the rate of one percent (1%) of project Costs to be deposited into the Municipal Arts Account as a line item in each eligible fund. Money identified by each bureau for its one per cent (1%) program shall be expended for payees as prescribed by the Municipal Arts Plan, as provided in Section 4 (b).

SECTION 4: H.C.I.A. Authority. To carry out its responsibilities hereunder the B.C.I.A. shall:

- (a) Prepare for the review of Council, a Municipal Arts Plan which shall outline the expenditure of funds from the Municipal Arts Account. Such plan shall include, but not be limited to, the method(s) of commissioning artists, specific locations and expenditures for specific works of art;
- (b) Cause the Municipal Arts Plan to be an integral part of the Bureau's recommendations with regard to the City's Comprehensive Development Plan and the Capital Improvement Plan.
- (c) Bring to the attention of the City Council any proposed work of art requiring extraordinary operation or maintenance expenses.
- (d) Recommend the placement of works of art consistent with the provisions of Section 5 hereof.



ATLANTA PUBLIC ART MASTER PLAN

- (e) Artist selection must be made without regard to race, color, creed or sex, with equal opportunity to all.
- (f) Make recommendations to the Council as to the amount of money required in advance to carry out contracted projects by Artist. The amount advanced shall not exceed one-third of the total allocable to such artist for the contracted work of art, and shall be approved by the Council and Mayor prior to payment.
- (g) Review prior to final payment all works in order to report on the conformity of the finished work with the approved plans or other documents describing the work of art to be carried out.

SECTION 5: That works of art selected and implemented pursuant to the provisions of this resolution and any amendment thereto may be placed in, on or about any city construction project or other City owned, leased or rented property. They may be attached or detached within or about such property, and may be either temporary or permanent. Placement of works of art shall be authorized by the City Council after a report of the Mayor, or his designee.

SECTION 6: Account and Payments. There is established a special account within each eligible fund designated "Municipal Arts Account" into which funds appropriated as contemplated by Section 3 hereof shall be deposited. Each disbursement from such account or from other appropriations for works of art shall be authorized by the City Council.

SECTION 7: Waiver of Requirements. The requirements of the above sections may be waived by resolution adopted by City Council and approved by the Mayor when the construction project covered hereunder is not appropriate for works of art.

SECTION 8: The provisions of this ordinance shall become effective on January 1, 1978.

SECTION 9: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Adopted by City Council June 6, 1977

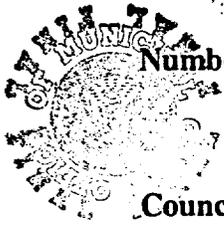
Approved by the Mayor June 10, 1977

Public Art Program 1997-2001



Fund 576001	Account N41D18B692	Center 1C**	Allocation				Total
			1C38 1997	1C40 1998	1C41 1999	1C42 2000	
Allotment General Bond Fund			\$32,678.00	\$37,000.00	\$23,367.00	\$40,000.00	\$133,045.00
Public Art Procurement			\$9,900.00				
Administration (expended & encumbered)			\$2,694.00	\$5,500.00	\$18,492.00	\$2,100.00	\$28,786.00
Conservation / Restoration/ Maintenance (expended & encumbered)			\$27,078.00		\$6,690.00		\$33,768.00
Other					AllStar Ball Project \$2,240		\$2,240.00
Remaining Balance			-\$6,994.00	\$31,500.00	-\$4,055.00	\$37,900.00	\$58,341.00

Expenditures from the General Bond Fund which are allocated to the Bureau of Cultural Affairs are administered by the Public Art Program. Other Municipal Art Funds are handled by other city agencies and are not controlled by the BCA.



Number of Public Art object per Council Districts

Council District

#1 2

#2 24

#3 4

#4 6

#5 6

#6 11

#7 1

#8 1

#9 0

#10 2

#11 6

#12 6

01-0-0995

(Do Not Write Above This Line)

AN ORDINANCE

Community Development/Human Resources Committee

An Ordinance to adopt the "City of Atlanta Public Arts Master Plan" and to amend Part 10, Chapter One, Sections 10-1005, 10-4004, 10-4005, 10-4006, 10-4007 and 10-4009 of the City of Atlanta Code of Ordinances so as to adopt and implement the recommendations of said report; to establish a Public Art Organizational structure; to establish a gift policy and an De-accessioning Policy for Public Works of Art; to increase the 1% for the Art to 1.7%; to repeal conflicting ordinances; and for other purposes

ADOPTED BY JUL 16 2001

COUNCIL

Substitute As Amended

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 7/2/01

Referred To: Community Development/Human Resources

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee CD/HR
Date 6/26/01
Chair
Referred to CD/HR

Committee CD/HR
Date 7/11/01
Chair
Action: Fav, Adv, Hold (see rev. side)
Other: Substitute
Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)
Other:

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)
Other:

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)
Other:

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)
Other:

Members

Refer To

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

CERTIFIED

CERTIFIED
JUL 16 2001
ATLANTA CITY COUNCIL PRESIDENT
Richard A. Patrick

CERTIFIED
JUL 16 2001
Randy Douglas Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
JUL 2 2001
MAYOR