

**COMMUNITY DEVELOPMENT COMMITTEE
MEETING MATERIALS RE.
DUBLIN ARTS COUNCIL AGREEMENT**



Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Community Development Committee of the Whole
From: Marsha I. Grigsby, City Manager *MIG*
CC: David Guion, Executive Director, Dublin Arts Council
Date: August 2, 2012
Initiated By: Sara Ott, Sr. Project Manager
Re: Dublin Arts Council Partnership Agreement

Background

This memorandum and attachments are prepared for the Community Development Committee's ("the Committee") discussion of a partnership agreement with the Dublin Arts Council (the "DAC"). The memo is structured to provide historical context and an overview of six major areas in the proposed agreement, together with supporting background information.

In preparation for a future Committee meeting, this information is also being provided to the DAC for its review. City staff has offered to meet with DAC staff to discuss newly proposed language related to the funding and administration of the Art in Public Places program in an attempt to further focus the need of the Committee's time on larger policy areas. If a staff level meeting occurs, an update will be provided to the Committee.

Brief History of DAC Funding by the City of Dublin

The City began providing funding to the Dublin Arts Council in 1988. For the first ten years, funding was provided through an annual hotel-motel tax grant request made by the DAC to City Council. Please refer to Table 1, "Previous Year Grants," in Attachment A for detailed amount granted each year.

In 1997, City Council authorized providing 25% of actual hotel/motel tax revenues, beginning in 1998, to the DAC to provide a more predictable level of funding and allow the DAC to complete long-term financial planning. The authorizing ordinance (Ord. 139-97) was for a three-year period and required the DAC to: (1) continue the Art in Public Places program as it was currently structured and (2) become the organization through which all arts grants would be directed.

Financed by a debt issuance in 2000, the City purchased and renovated the property at 7125 Riverside Drive to house the DAC and provide programming space. In the long-term lease agreement with the DAC (Ord. 103-00) for the use of 7125 Riverside Drive, the method in which the DAC received hotel/motel tax revenues was modified from 25% of the *actual* revenues to 25% of *projected* revenues. Table 2 shows the projected revenues, which increased at a rate of 2% annually, and the guaranteed payment to the DAC through 2026. Furthermore, the lease agreement set forth the terms for the base rent payable to the City for DAC's use of the property. As shown in Table 2, the annual rent payment due to the City was \$60,000 in the first year after opening to the public and increased annually by \$2,000 until 2026, at which time the final rent

payment would be \$110,000. It is important to note that the guaranteed payment to the DAC each year increased at a rate in excess of the \$2,000 additional rent expense. City Council indicated during these discussions that if actual revenues exceeded the estimates, the difference would be put towards retiring the debt. The current debt schedule is provided in Table 3.

Table 4 provides data on the percentage of the DAC's revenues provided by the hotel/motel tax revenues since 2000.

Purpose of the Partnership Agreement

The purpose of the partnership agreement is to *memorialize and clarify* the City's expectations for use of public funds and public services by the DAC for:

- 1. Public Art**
 - a. Clarify what is considered public art for the use of City funding of the Art in Public Places program
 - b. Establish a minimum annual funding level for the acquisition of artwork in the Art in Public Places program
 - c. Clarify responsibilities of the DAC and the City in acquisition of artwork through the Art in Public Places program
 - d. Clarify that the DAC has lead responsibility for promotion of the City's permanent art collection

- 2. Grants**
 - a. Clarify the DAC's lead role as a granting agency for artists, non-profit arts organizations and educational institutions (thereby removing these applicants from the hotel/motel tax fund grant program)

- 3. City Services**
 - a. Providing fee waivers for specific programs

- 4. Reporting**
 - a. Provide for consistent and regular reporting of DAC activities to the City.

Both parties will benefit greatly by clarifying and memorializing details associated with these activities, aiding the City and DAC in long-term planning by having established responsibilities.

Current Proposed Agreement

The City's legal counsel prepared a full redline draft agreement based upon requested edits submitted by the DAC on May 23, 2012 and June 20, 2012, and it is attached to this packet as Attachment C. This draft was provided to the DAC, and on June 27, 2012 David Guion confirmed this draft included the requested edits. The full DAC Board has not reviewed the edits submitted by a small group of DAC staff and Board members.

There are six major areas that are in need of discussion by the Committee and resolution.

1. Timeframe – The DAC proposes limiting the agreement to three years without an automatic renewal clause. City staff recommends that the agreement not have a term, thereby running with the length of any funding arrangement. If the Committee desires a term, it is recommended that the term match the length of the current endowment period set to expire in 2026, with the option to open the agreement for renegotiation earlier, if agreed to by both parties.
2. Funding Endowment – The DAC proposes a significant change to the Funding Endowment model currently being used. The current model provides a guaranteed funding level until 2026. The DAC proposes changing to a forecast of three future years of 25% of the hotel/motel tax fund receipts.

City staff recommends continuing with the existing funding model through 2026 because of the debt on the Riverside Drive property and the length of the lease arrangement as provided for in the executed lease agreement. If the Committee and/or Council desire to change how the funding endowment is calculated or change the funding endowment amount, then such changes are best handled through the lease agreement so that funding adjustments are tied to the lease terms.

3. Public Art Definition – After review of the DAC’s proposed definition, City staff reviewed the definition of 27 other public art programs and sources and has proposed a revised definition. The DAC proposes a wider definition of public art by allowing more genres than two or three-dimensional works. The revised definition proposed by the City staff is consistent with the Committee’s direction in 2007 to focus the use of the Art in Public Places funding on visual art and is consistent with adopted definitions in the industry. DAC receives significant funding from the City in excess of the Art in Public Places program funding that could be used for other genres of art if the DAC chooses to pursue something different from the definition proposed by the City. Also, it has been discussed with the DAC staff that they can submit a hotel/motel tax grant application for additional projects the DAC would like to pursue.

Further, the DAC has requested to remove reference to Council’s policy document, the Parks and Recreation Master Plan. City staff uses this document as policy direction and recommends that any public art funding should be directed to support the policy direction.

4. Art in Public Places Funding - City staff recommends retaining a minimum annual funding amount for the acquisition of new public art through the Art in Public Places program, specifically that a minimum of \$75,000 per year be reserved as payment to the artist.
5. Art in Public Places Administration – This section was recently added to the agreement by City staff to develop a more consistent format for clarifying roles for various steps of acquiring Public Art in the Art in Public Places program. Additionally, the City should retain the right to acquire other artwork through other means, such as capital improvements, direct purchases and loans.

During a recent Council meeting, the DAC requested Council consider additional funding for the direct administrative costs in running a national call for artists. Committee direction is desired on this issue.

6. Legal clauses and public records – There are some legal details that the DAC proposed changing, particularly amending the immunities clause and striking the discrimination clause. The City’s proposed language is consistent with the City’s standard contract language and provides fair protection for the parties as initially presented. As such, the recommendation of the City’s legal counsel is to not amend this language.

Additionally, the Law Director states that the minutes of the DAC Board and committees are public record because of the substantial public funding provided and therefore can be submitted to the City as an open record.

To aid the Committee’s discussion, the follow attachments are included in this packet.

- *Attachment A:* Financial Data
- *Attachment B:* Minutes from the Committee meetings in April and June 2007 regarding this agreement.
- *Attachment C:* Redline language proposed by the DAC, dated June 22, 2012.
- *Attachment D:* Redline language accepting some DAC language and proposing new City language dated July 27, 2012 – marked line version. Staff recommends the Committee use this draft for discussion.
- *Attachment E:* City Administration’s proposed agreement dated July 31, 2012 clean line version
- *Attachment F:* A memo dated June 20, 2012 from David Guion regarding Art in Public Places site selection process

A copy of the 2000 lease agreement is available in the Council Planning Room.

Recommendation

Information only. Staff will be available to discuss these areas and respond to questions of the Committee at the future meeting.

Table 1
Actual Hotel/Motel Tax Revenue to DAC

Year		
1988	\$	52,975
1989	\$	93,750
1990	\$	145,560
1991	\$	110,000
1992	\$	99,000
1993	\$	83,050
1994	\$	113,062
1995	\$	174,430
1996	\$	113,850
1997	\$	242,044
1998	\$	336,155
1999	\$	416,673
2000	\$	405,500
2001	\$	445,286
2002	\$	454,192
2003	\$	463,276
2004	\$	472,541
2005	\$	481,992
2006	\$	491,632
2007	\$	501,465
2008	\$	511,494
2009	\$	521,724
2010	\$	532,158
2011	\$	542,802
TOTAL	\$	7,804,611

† The DAC received 25% of actual Hotel/Motel Tax Fund receipts received by the City

Table 2
 Projected vs. Actual Hotel/Motel Tax Revenue

Year	25% Projected Bed Tax	25% Actual Bed Tax	Variance	25% Projected Bed Tax	Annual Rent (withheld from DAC)	Amount withheld for Public Art	Net DAC Payment
2000	\$ 405,500	\$ 422,934	\$ 17,434	\$ 405,500			\$ 405,500
2001	\$ 445,286	\$ 478,678	\$ 33,392	\$ 445,286			\$ 445,286
2002	\$ 454,192	\$ 486,468	\$ 32,276	\$ 454,192	\$ 60,000		\$ 394,192
2003	\$ 463,276	\$ 482,608	\$ 19,332	\$ 463,276	\$ 62,000		\$ 401,276
2004	\$ 472,541	\$ 489,197	\$ 16,656	\$ 472,541	\$ 64,000		\$ 408,541
2005	\$ 481,992	\$ 526,255	\$ 44,263	\$ 481,992	\$ 66,000		\$ 415,992
2006	\$ 491,632	\$ 530,428	\$ 38,796	\$ 491,632	\$ 68,000		\$ 423,632
2007	\$ 501,465	\$ 619,156	\$ 117,691	\$ 501,465	\$ 70,000		\$ 431,465
2008	\$ 511,494	\$ 587,868	\$ 76,374	\$ 511,494	\$ 72,000	\$ -	\$ 439,494
2009	\$ 521,724	\$ 490,514	\$ (31,210)	\$ 521,724	\$ 74,000	\$ -	\$ 447,724
2010	\$ 532,158	\$ 510,513	\$ (21,645)	\$ 532,158	\$ 76,000	\$ 74,997	\$ 381,161
2011	\$ 542,802	\$ 560,729	\$ 17,927	\$ 542,802	\$ 78,000	\$ 75,000	\$ 389,802
2012	\$ 553,658			\$ 553,658	\$ 80,000	\$ 75,000	\$ 398,658
2013	\$ 564,731			\$ 564,731	\$ 82,000		\$ 482,731
2014	\$ 576,025			\$ 576,025	\$ 84,000		\$ 492,025
2015	\$ 587,546			\$ 587,546	\$ 86,000		\$ 501,546
2016	\$ 599,297			\$ 599,297	\$ 88,000		\$ 511,297
2017	\$ 611,283			\$ 611,283	\$ 90,000		\$ 521,283
2018	\$ 623,508			\$ 623,508	\$ 92,000		\$ 531,508
2019	\$ 635,979			\$ 635,979	\$ 94,000		\$ 541,979
2020	\$ 648,698			\$ 648,698	\$ 96,000		\$ 552,698
2021	\$ 661,672			\$ 661,672	\$ 98,000		\$ 563,672
2022	\$ 674,906			\$ 674,906	\$ 100,000		\$ 574,906
2023	\$ 688,404			\$ 688,404	\$ 102,000		\$ 586,404
2024	\$ 702,172			\$ 702,172	\$ 104,000		\$ 598,172
2025	\$ 716,251			\$ 716,251	\$ 106,000		\$ 610,251
2026	\$ 730,540			\$ 730,540	\$ 108,000		\$ 622,540
2027	\$ -			\$ -	\$ 110,000		\$ (110,000)
	\$15,398,732	\$ 6,185,348	\$ 361,286	\$15,398,732	\$ 2,210,000		\$ 12,963,735

Table 3

Debt Information

Year	2009 Issue		2009 Issue		2004 Issue		2000 Issue		2000 Issue		Total
	DAC Acquisition	DAC Renovation									
2000											
2001											
2002											
2003											
2004											
2005											
2006											
2007											
2008											
2009											
2010	\$ 19,104.84	\$ 10,658.90	\$ 20,730.77	\$ 11,643.31	\$ 11,555.03	\$ 49,056.64	\$ 104,757.50	\$ 58,762.50	\$ 104,757.50	\$ 58,762.50	\$ 163,520.00
2011	\$ 19,027.60	\$ 10,615.22	\$ 20,573.59	\$ 11,555.03	\$ 48,075.77	\$ 87,344.73	\$ 113,147.50	\$ 62,842.50	\$ 113,147.50	\$ 62,842.50	\$ 175,990.00
2012	\$ 19,004.40	\$ 10,602.28	\$ 85,598.32	\$ 47,727.88	\$ 84,978.93	\$ 84,978.93	\$ 111,077.50	\$ 61,692.50	\$ 111,077.50	\$ 61,692.50	\$ 172,770.00
2013	\$ 18,981.20	\$ 10,589.34	\$ 84,978.93	\$ 47,727.88	\$ 84,978.93	\$ 84,978.93	\$ 107,857.50	\$ 49,592.50	\$ 107,857.50	\$ 49,592.50	\$ 173,889.99
2014	\$ 18,958.00	\$ 10,576.40	\$ 84,753.34	\$ 47,601.20	\$ 84,753.34	\$ 84,753.34	\$ 89,807.50	\$ 52,092.50	\$ 89,807.50	\$ 52,092.50	\$ 175,037.72
2015	\$ 18,929.00	\$ 10,560.22	\$ 84,351.67	\$ 47,375.60	\$ 84,351.67	\$ 84,351.67	\$ 92,507.50	\$ 50,712.50	\$ 92,507.50	\$ 50,712.50	\$ 176,175.90
2016	\$ 104,150.20	\$ 58,104.82					\$ 89,977.50	\$ 49,332.50	\$ 89,977.50	\$ 49,332.50	\$ 172,084.08
2017	\$ 104,457.72	\$ 58,276.48					\$ 92,447.50	\$ 47,952.50	\$ 92,447.50	\$ 47,952.50	\$ 172,992.26
2018	\$ 105,211.92	\$ 58,697.04					\$ 89,657.50	\$ 51,557.50	\$ 89,657.50	\$ 51,557.50	\$ 173,589.08
2019	\$ 106,169.04	\$ 59,230.96					\$ 68,087.50	\$ 36,662.50	\$ 68,087.50	\$ 36,662.50	\$ 166,044.19
2020	\$ 106,849.26	\$ 59,610.82									\$ 163,280.77
2021											\$ 162,277.35
2022											\$ 161,888.94
2023											\$ 161,216.49
2024											\$ 162,255.02
2025											\$ 162,734.20
2026											\$ 163,908.96
2027											\$ 165,400.00
											\$ 166,460.08

Total Debt Service \$ 3,358,157.39

Debt issued
 \$ 1,360,000 Facility Acquisition
 \$ 755,000 Renovation
\$ 2,115,000 Total

Table 4
 Annual Hotel/Motel Tax Allocation as Percentage of Overall DAC Revenue

Year	Annual DAC Revenue & Support ¹	Percentage of Overall DAC Revenue Attributable to Bed Tax (Col R)
2000	\$ 481,569	84.2%
2001	\$ 634,550	70.2%
2002	\$ 629,406	72.2%
2003	\$ 653,123	70.9%
2004	\$ 782,679	60.4%
2005	Not Available	Not Available
2006	\$ 937,731	52.4%
2007	\$ 947,200	52.9%
2008	\$ 891,103	57.4%
2009	\$ 769,554	67.8%
2010	\$ 791,754	67.2%
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		

1 Annual DAC Revenue and Other Support obtained from DAC Financial Statements

**COMMUNITY DEVELOPMENT COMMITTEE OF
DUBLIN CITY COUNCIL
Monday, April 23, 2007 - 6:00 p.m.
Minutes of Meeting**

Mr. Salay, Chair, called the meeting to order on Monday, April 23 at 6:00 p.m. in Council Chambers.

Committee Members present were Ms. Salay, Mr. Reiner and Mrs. Boring. Also present were Mayor Chinnici-Zuercher and Mr. Keenan.

Staff members present were: Ms. Grigsby, Ms. Ott, Mr. McDaniel and Mr. Hahn.

Also in attendance from the Dublin Arts Council were David Guion, Executive Director, Jack Pigman and Trish Jarvis of the DAC Board.

Ms. Salay noted that Council Member Keenan is the Council representative to the Dublin Arts Council Board. She stated that the purpose of this meeting is the discussion of a formal agreement with Dublin Arts Council. At Council's recent goal-setting a need for a formal agreement was identified. Over the past two years, there has been a recurring discussion about the expectations of the City and the responsibilities of the Dublin Arts Council (DAC) in regard to public art.

Provision of Art in Public Places Program, including an agreed upon level of investment and frequency of introduction of new works.

Ms. Salay noted that the anticipation of the Committee discussion tonight is to develop the basic terms of a formal agreement between the two entities so that there is an understanding of the City's goals and DAC's responsibilities. A formal agreement will enable future Councils to understand the expectations. For tonight's discussion, staff has provided information on five main points of the existing understanding with DAC.

Mrs. Boring stated that she would like to clarify her goal with this discussion. She recently attended an APA meeting which has left her with the impression that Council should consider the public arts program in a much larger context. She noted that there is an existing ordinance regarding the public arts program. The Committee will need to be mindful of the various sections in that ordinance that may need to be amended depending on the outcome of this discussion.

Ms. Salay noted that staff has provided copies of Ordinance 103-00 and 139-97 for the discussion. There also are minutes from numerous meetings, both of Council and the DAC, which provide record of previous discussions. The goal of tonight's discussion is to identify all of the relevant points to be addressed in an agreement. In addition, there can be discussion about possibly broadening the concept, as Mrs. Boring has suggested.

Mrs. Boring stated that the current ordinance provides that the DAC will continue the art in public places program as it is currently structured. The question then is how the program is currently structured and should that current structure be continued.

Community Development Committee Minutes
April 23, 2007
Page 2 of 10

Ms. Salay stated that Mr. Guion has provided the Committee the history of what has been spent on the art in public places program. It begins in 1989 with the first project, *Leatherlips*. On an annual basis, the program cost has been about \$42,000.

Mrs. Boring stated that the arts in public places program was structured to provide a new piece every two years. Attempting to adhere to an approximate annual cost may not achieve Council's objective. It was not the expectation to have another piece every year. The only exception to that practice was the special commission of the Jack Nicklaus piece.

Ms. Salay stated that there are actually a couple of ways to view the financial aspect. Historically, the City has spent \$70,000 - \$150,000 per piece. Most recently, the amount was approximately \$150,000 every two years. A new art program is scheduled for this year, and Council was shown the budget for that a couple of weeks ago.

Mrs. Boring stated that the expenditure of \$150,000 every two years for a new public art piece has seemed reasonable. She inquired if the bed tax revenue has been adequate or has there been a time when the 25 percent was less than the annual cap.

Ms. Grigsby responded that the existing arrangement was based on a projected amount of hotel/motel tax revenues. A couple of years, the 25 percent was slightly over the amount in the exhibit. This year, it may also be higher, but the original intent was that the actual 25 percent of hotel/motel tax revenues would exceed the amount specified in the exhibit with the idea that the difference between the actual and the projected, along with the rent, would then be utilized to retire the debt service on the DAC facility.

Mrs. Boring stated the rent is increasing approximately \$2,000 per year whereas the projected bed tax that DAC receives is increasing approximately \$10,000 per year.

Ms. Grigsby stated that when the exhibit of projections was originally developed, Embassy Suites was due to come online, so an adjustment was added for that. After that, a conservative increase of 2.5 percent was added each year. However, in 2002-2004, those projections were close to the actual.

Ms. Salay stated that even with the 2001 terrorist event, the bed tax revenue met the projections.

Mrs. Grigsby confirmed that is correct.

Mr. Keenan stated that the 25 percent should be 25 percent of the actual revenues.

Ms. Grigsby stated that prior to the lease agreement, in 1997-1999 it was strictly 25 percent of the actual revenue received. Currently, the payments are based strictly on the projections in the exhibit.

Mr. Keenan stated that the exhibit projections are then the maximum amount DAC can receive.

Community Development Committee Minutes
April 23, 2007
Page 3 of 10

Ms. Grigsby confirmed that is correct.

Mr. Keenan stated that, on the other hand, there is a guarantee of a maximum rent increase.

Ms. Grigsby stated that the benefit of this arrangement for DAC was that they are guaranteed a certain amount. If the bed tax revenue actual is less than the projections, DAC will receive the set amount based upon the projected revenue.

Ms. Salay stated that if another hotel or two should be located in Dublin, the additional amount over the projected amount of the 25 percent would be used to retire the debt service on the DAC facility.

Ms. Grigsby confirmed that is correct.

Ms. Salay inquired if Committee members were satisfied with the expectation amount of \$75,000/year or \$150,000 every two years.

Mrs. Boring stated that when she reviewed the budget for the DAC's traveling arts program, it impressed her as excessive for extraneous costs, such as travel, compared to the amount budgeted for the actual art piece. What is the expectation regarding the percent of the \$150,000 that may be used for administration and technical costs?

Ms. Salay agreed. Is the expectation that the \$150,000 is to be used solely for the actual art purchase or is it the cost of the total program?

Mr. Guion stated that in terms of the outdoor on-loan sculpture program, this is a pilot project. It is based upon 14 similar programs throughout the country. DAC's budget for the pilot program was based upon the costs experienced for similar programs. In his view, the arts in public places programs should be considered a process and the amount of the budget should be based upon the project. The amount should not determine the final product.

Mrs. Boring inquired if the comparison of similar programs was limited to non-profit programs.

Mr. Guion confirmed that it was.

Ms. Salay stated that the budget for the new on-loan program was an estimate based on the budgets of other communities who have done such programs. The intent is to minimize costs wherever possible.

Mr. Guion agreed.

Mrs. Boring inquired the history regarding how the arts in public places program was previously structured.

Ms. Ott stated that previously there were three-way agreements between the City, DAC and the artist who produced the piece.

Community Development Committee Minutes
April 23, 2007
Page 4 of 10

Ms. Salay inquired how the administrative costs were handled with the previous pieces. Ms. Ott responded that the purchase agreement with the artist did not address those. City records show that a certain amount was paid to the artist. If a portion of that amount was used by the artist for overhead cost or travel cost, the City does not have that documentation. DAC managed that portion of the process.

Mr. Guion stated that in every contract referred to, there was an artist fee, plus an additional construction or materials amount to complete the work. The artwork is not actually purchased for that amount of money.

Ms. Salay stated as an example that the City paid \$70,000 to the artist who constructed *Leatherlips*. As far as the City is concerned, that was the cost of the artwork.

Ms. Ott noted that it is analogous to purchasing a car. The labor to manufacture the car is not separated out from the cost of the actual product received.

Ms. Salay inquired how administrative costs were handled in the past.

Mr. Guion responded that his understanding based on the previous contracts was that the artist included the administrative items needed to complete the work.

Ms. Salay noted that for the on-loan sculpture program, there was a breakdown of the administrative costs in addition to the actual artwork costs. Was this was the first time those costs were shared with Council?

Mr. Guion confirmed that was correct.

Mrs. Boring noted that the on-loan sculpture process has been structured differently than the previous public art acquisition process. If one art piece is being commissioned, there should be an approved amount which would cover whatever the artist needs to provide the artwork. She is not in favor of adding travel or other expenses – those costs should be built into the project cost. Although the on-loan sculpture program has been structured differently, typically, those costs should be included in the total package.

Ms. Salay stated that she would be comfortable if Council established a total budget of \$75,000/year, or \$150,000 every two years, for the acquisition of a new piece or pieces of public art. That would include the costs of transporting or placing the art. The understanding would be that \$75,000/year or \$150,000 for two years is the total amount to be spent. This seems to be the simplest way to do this in terms of budgeting.

Mr. Keenan, Mr. Reiner and Mrs. Boring agreed.

Ms. Ott asked for clarification. Does that call for delivery of a work or works every two years? Is that Council's expectation?

Mr. Keenan responded that it should be a work or works to allow for flexibility of doing smaller items or one larger project.

Community Development Committee Minutes
April 23, 2007
Page 5 of 10

Mrs. Boring stated that with that said, does it place a restriction on the type of works? Art does encompass a large definition. For example, with the on-loan program, after two years, the City may be left with nothing permanent. It is important to be specific that if the expectation is for a permanent piece to be left in place every two years, the language should be clear in the agreement.

Ms. Ott asked if she is referring specifically to visual arts.

Mr. Keenan stated that his understanding is that it would be a permanent piece, similar to what has been done in the past – a permanent sculpture or art piece.

Mrs. Boring stated that it should be articulated, as the definition of public art could be much broader.

Mr. Keenan responded that this Council's expectation is for a permanent piece for the community. He asked Mr. Guion if this is also his expectation.

Mr. Guion responded that he would like to help define "public art" as there could be a sound installation which is not necessarily visual art. People would interact where sound is the art versus a visual representation. He agreed that the piece would have to be in place permanently.

Ms. Salay agreed that it is important to define public art within the context of this agreement. Perhaps it could be stated that this would be a piece of visual art that will be permanent to the community. To do otherwise, such as with a sound installation, would require Council's approval of the proposal.

Mr. Keenan agreed that is a reasonable approach, as there are potential maintenance issues for other public art. There needs to be an agreed upon definition for what constitutes as public art.

Mrs. Boring asked if it would make sense within the definition to have some consideration of the maintenance, or to define the scope of maintenance. Council is likely not interested in artwork that will require significant maintenance and upkeep.

Mr. Hahn stated that tonight, staff was hoping to seek understanding of the expectations for an agreement. The funding level expectation has now been clarified. The Arts Council has always touched base with the City regarding the particulars of the design. In some cases, the City has not picked up on the potential maintenance costs of some pieces installed. These have been lessons learned in the process. However, in this agreement Council could provide general direction that maintenance be a consideration and understood prior to a work being commissioned.

Mrs. Boring stated that her assumption is that in follow-up to this discussion, staff will bring back some recommendations of how to structure this agreement.

Ms. Salay concurred. She appreciates Mr. Hahn's comments. It is important to have on the record the need to be cognizant of the maintenance. This is an important consideration for an artwork placed outdoors.

Community Development Committee Minutes
April 23, 2007
Page 6 of 10

Mrs. Boring stated that in traveling to other cities, many programs are done quite differently than Dublin's. These entities identify appropriate artists and the artists engage with the public in an active process at a location selected for a public art. It is a collaborative process and helps the community to embrace the artwork.

Mr. Keenan stated that the only problem with this process is that a work such as *Field of Corn* would likely never have resulted. Many people did not like it at the outset, but have since come to appreciate the artwork.

Mrs. Boring noted that if the City begins to develop an art in public places program with a great deal of public involvement, the goal could be met of creating a world-class program. When major corporations consider donating to the arts, they will then consider donating to Dublin and not to larger cities. This would also provide buy-in from the community.

Mr. Keenan stated that there have been such collaborative processes in the past, such as with the Nicklaus sculpture and the Veterans project.

Mrs. Boring disagreed, noting that these involved committees – not the general public. She would envision inviting the public in to participate. This is simply a concept.

Mr. Keenan noted that he believes collaborative processes took place for both of these projects.

Mr. Reiner stated that caution is needed, however, as many good artists could be discouraged by such a process.

Mrs. Boring stated that what she is referring to is a different process entirely. It is a community process, not a committee process. She does not know the details of these projects, but believes it could be explored.

Mr. Keenan agreed that there could be room for this process as well in an art in public places program.

Ms. Salay asked Mr. Guion for input.

Mr. Guion stated that one of the goals of the DAC strategic plan is to understand the Dublin community and what they want the DAC to offer. Part of the outdoor on-loan sculpture exhibition is that there will be a year of a process to learn from the community what pieces they like and why. They will have the opportunity interact with the artists, art critics, art historians and art educators to understand the work. Through understanding, they will decide which piece or pieces they would like to purchase.

Mrs. Boring stated that she assumes that throughout this process, a series of public meetings will be set up. Expecting people to fill out comment cards without the benefit of education is unlikely. People become more involved through the education process.

Mr. Guion stated that the DAC is setting up a blog and a website attached to the Historical Society website and to the Dublin City website – all to receive feedback. They will have tours, especially in the spring of 2008 to take people through the process.

Community Development Committee Minutes
April 23, 2007
Page 7 of 10

Some of the Dublin School students will do virtual tours to reduce transportation costs. There will be a lot of community engagement in understanding the works made possible through many technological advances.

Ms. Ott added that the Arts Master Plan in draft form provides a multitude of ways to engage artists in the process of acquiring art. One of the policy statements is to engage artists early in the design of a capital project. There are many ways that the DAC and the City can partner to help artists learn about Dublin and incorporate those things that are unique about Dublin in their work.

Mrs. Boring stated that she understands that some of these issues will be addressed in the Arts Master Plan, but there may be "massaging" at a later date of the details.

Ms. Ott responded that it provides the DAC and the City opportunities of different means to engage artists in the community.

Ms. Salay stated that it appears that DAC and City staff have heard the concerns and are thinking of different ways to engage the community in the selection of the artist and the art piece. Council wants to ensure that as much of the community as possible is engaged in the process. As the community feels ownership, the better the arts programs will be.

Mrs. Boring added that there will be more support for expanding any funding opportunities.

Ms. Salay stated that the goal is to have a very successful arts program in the City.

Mr. Guion stated that in his presentation to Council, he indicated there are six different ways in which art works can be acquired. There may be many more ways to acquire art. The Veterans project is a good example of interaction and involvement with artists at the outset of a project.

Mr. Keenan stated that everyone recognizes the importance of public art in terms of economic development for a community.

Ms. Salay stated that going forward, that is an important item that can be communicated to potential businesses that may come to Dublin.

Mrs. Boring suggested that the next discussion be held in a conference table setting.

Ms. Salay agreed, noting that her goal was to initiate this discussion tonight, understanding that more time would be needed. The Council meeting at 7 p.m. may preclude a complete discussion tonight on this topic.

Grants to Community Arts organizations, including an agreed upon level of investment and collaboration with other entities.

Community Development Committee Minutes
April 23, 2007
Page 8 of 10

Ms. Salay stated that the handout from DAC contains history of their funding of area arts organizations. She is not certain how this can be addressed in an agreement, as the various groups could change.

Mayor Chinnici-Zuercher noted that she understood that the DAC also funds projects for the Dublin Schools. This is not a comprehensive list.

Mr. Guion stated that his understanding is this relates only to grants to community arts organizations.

Mrs. Boring stated that she is very interested in seeing how much and what the DAC is doing for the schools. In communities where the schools don't have an active arts program, an arts council is a valuable resource. But in the Dublin community, the schools have outstanding arts programs, and she wonders if Council may want to direct that a majority of the funding goes to organizations other than schools.

Ms. Salay apologized to Mr. Guion, noting that she had discussed the formal grants program and did not discuss what the DAC does with the schools. Depending upon the school, they may or may not seek grants from the DAC. She is aware that art teachers request grants from the PTO and some from the DAC. Perhaps more information is needed about the resources provided to the schools.

Mr. Reiner indicated he is very interested in learning about this aspect as well.

Mr. Guion responded that in terms of dollar figures, the DAC is spending \$4,000 this year – a small fraction of their budget – on the school grants.

Mr. Keenan asked if the Dublin Area Art League interfaces with the schools.

Mr. Guion responded he does not know.

Mrs. Boring asked what the expenditures for the schools have been in previous years.

Mr. Guion stated he can provide this information. Most of the DAC art education in the schools programs have been cut drastically, based on the discussion of Council and Council's direct comments.

Mr. Reiner stated that much of the involvement of the DAC and the schools may pre-date Mr. Guion's arrival. He is not certain the DAC has been as controlling of the budget as they could have been in those years. The direction of Council at this point is to be more results driven for the arts, for something that can be enjoyed and utilized for years to come. That is the sense of Council, based on what he has heard.

Ms. Salay asked if the \$4,000 is what is in the DAC budget for school grants and that the schools then request grants.

Mr. Guion responded that is correct. The schools apply for grants from a total pool of \$4,000. Part of the materials for the art mosaic in the Brand Road tunnel was funded by

Community Development Committee Minutes
April 23, 2007
Page 9 of 10

the DAC. The art education departments at the schools have excellent facilities, but sometimes need assistance with funding for materials.

Ms. Salay asked how the DAC communicates to the schools that this grant money is available.

Mr. Guion responded that the schools submit grant requests, similar to what community arts organizations have done. There is also an arts education committee that meets quarterly. The arts teachers are aware of this funding source.

Mrs. Boring stated that providing arts grants to a group to visit a location does not seem an appropriate use. The monies funding the materials for the art in the tunnel are an appropriate use of those funds. In the past, some things she observed were not in keeping with the overall objective the City was trying to achieve.

Ms. Salay stated that is an excellent point. The tunnel is a wonderful way to bring arts to the community, and those students will share this art project with others in the future. Mrs. Boring added that other cities have involved youth organizations in public art projects, and the tunnel was a good example of such collaboration.

Ms. Salay stated that in terms of grants for community arts organizations, there are three entities at this time, plus the schools to be considered within the agreement. Mrs. Boring stated that there may be other arts organizations in the future. She suggested that the DAC come back and propose a percentage of the budget they believe is reasonable.

Mr. Guion stated that the organizations must be non-profit to apply; there are three that have applied. They request a dollar amount and the DAC generally grants that request. At times there has been debate about how much to grant, but based upon Council feedback, the DAC is granting the entire request that the organizations have submitted.

Mrs. Boring suggested that the procedures should be tightened up. There should be a specified amount set aside and dedicated for grants, and then criteria should be applied to determine the awards.

Mr. Guion responded that they do budget for a specified amount of grants.

Ms. Salay asked for a brief recap from the DAC of how they determine the budget amount set aside for community grants. Do they decide on a dollar amount, do they wait until the organization submits, and what type of programs and discussions does the Board have in regard to this funding? This would help give the Committee a better understanding of this process.

Ms. Salay asked if staff needs other information regarding the grant process so that it can be included in the agreement.

Community Development Committee Minutes
April 23, 2007
Page 10 of 10

Ms. Ott responded that staff would want to understand if there is a particular level of funding to be provided, in order to memorialize it in the agreement.

Ms. Salay stated that another meeting date will be set for continuation of this discussion. She thanked the DAC representatives for all they do for the community.

The meeting was adjourned at 7:03 p.m.

Clerk of Council

**COMMUNITY DEVELOPMENT COMMITTEE OF
DUBLIN CITY COUNCIL**

Wednesday, June 20, 2007 - 6:30 p.m.

Minutes of Meeting

Ms. Salay, Chair, called the meeting to order on Wednesday, June 20, at 6:35 p.m. in Council Chambers.

Committee Members present were Ms. Salay, Mrs. Boring and Mr. Reiner. Council Member Keenan, liaison to the DAC, was also present.

Staff members present were: Ms. Grigsby and Ms. Ott.

Representing the Dublin Arts Council were David Guion, Executive Director, and Jack Pigman and Trish Jarvis of the DAC Board.

Ms. Salay stated that the purpose of this meeting is the continued discussion of a proposed agreement with the Dublin Arts Council (DAC). At the April 23 meeting, the Committee reviewed three of the proposed items, and two items remain to be discussed this evening: (1) cost of City services for DAC events and (2) partnership with the Dublin Community Recreation Center. Ms. Salay requested Mr. Guion to share his thoughts.

- Cost of City Services

Mr. Guion stated that the events that currently involve the use of City services are the Art & Music Festival, the Art in Public Places Program and the Sundays at Scioto concert series. This could also include additional events and programs as they arise.

Ms. Salay inquired the best method to incorporate into the agreement the specific events/programs Council intends to provide City services. Should additional events and programs be determined on a case by case basis or on an annual basis?

Ms. Grigsby responded that when the Finance Committee made the recommendation to Council concerning the Sundays at Scioto, discussion also occurred regarding the Art & Music Festival. Sundays at Scioto is a longstanding event that the community wishes to continue. There was some concern about the City subsidizing the Art & Music Festival by waiving the fees. That could encourage the event to move forward when a cost analysis might indicate that the Festival should not be continued. In addition, if the City were to make a broad statement to waive fees for these events, would the City become involved in more events than it originally anticipated? At this point, she would suggest including a provision in the contract that the cost of City services for the Sundays at Scioto concert series will be waived. Any other events must be reviewed through the normal process to request a fee waiver. If it becomes apparent in the future that the Art and Music Festival should become a regular event, the contract can be modified.

Ms. Salay inquired about the cost of City services for the Art in Public Places Program for installation of the artwork. Would the contract provide for those costs to be waived

Community Development Committee Minutes
June 20, 2007
Page 2 of 11

on an ongoing basis with the proviso that the maintenance cost of the art pieces be considered before the art is acquired?

Ms. Ott responded that the on-loan public art program is new. The cost of City services has been estimated for the on-loan project, but it would be best to wait to see what the actual experience is this first year. If the locations work out well, the anticipation is that the sites will be re-used for future public art. With permanent art pieces, the installation could be included in the total cost of the contract.

Mrs. Boring responded that she is not certain the installation should be part of the total cost of the public art. In the past, after the art piece was provided to the City, the City assumed the cost of site installation and all future costs.

Mr. Keenan agreed that has been the past experience, which has proven satisfactory.

Ms. Ott responded that the on-loan program is different. It would be best to wait until the first year has passed to determine how best to proceed in the future with that type of program.

Ms. Salay agreed. Although the present project is loaned art, future projects will likely be different. Is there a line item in the City operating budget for this purpose. If not, would it be helpful to have a separate line item?

Ms. Grigsby responded that there is not. Major public art improvements are included in the Parks Maintenance/Repair/Renovation line item for the capital budget, and general maintenance is budgeted in the annual operating budget. For example, the wall of the Watchhouse project needed to be re-built this year; it was scheduled in the CIP budget.

Mr. Keenan noted that there is a key difference between installing the artwork on City property versus private enterprise. The City would want to have control over any installations that occur during the loan program on City property. When the loaned sculptures are removed, how will the remaining foundation appear?

Ms. Ott responded that they have not discussed this, but it should be possible to landscape around the cement pod. However, the locations vary between an active or passive space in Coffman Park. Ideally, the sites should be reusable.

Mr. Guion stated that the artist he spoke with indicated that the foundation is a 6-inch round or square pad, which can be moved anywhere or put in storage if not wanted.

Ms. Grigsby stated that it is staff's intent to include in the agreement the understanding that the City will provide ongoing maintenance of the permanent public art installations. As part of the review/selection process, it would be advisable to allow Parks staff the opportunity to review the proposed artwork and identify anything that could become a maintenance problem. A good example of this need is the "Out of Bounds" project. The

Community Development Committee Minutes
June 20, 2007
Page 3 of 11

artist did not object to replacing the materials a few years after the initial installation when the art began to fall into disrepair.

Mrs. Boring inquired if Mr. Guion has a continuing dialogue with Mr. Hahn regarding any maintenance that might be needed for the public art.

Mr. Guion confirmed that he does.

Ms. Salay summarized that in regard to the cost of City services, the City will: (1) waive the cost of City services for the Sundays at Scioto concert series; (2) maintain permanent public art pieces; and (3) all other situations will be reviewed on a case-by-case basis.

Mr. Guion noted that for the Art & Music Festival, DAC applies for a bed tax grant to cover the cost of City services.

Ms. Ott inquired the number of Scioto Park concerts per year.

Mr. Guion responded that there are 6-8 concerts a year; this year there will be 8 concerts.

Mrs. Boring inquired if the amount of City services had been reduced.

Ms. Ott responded that the City provides set-up and tear-down assistance and traffic control.

Mr. Guion responded that the traffic control or police presence at the entrance on Riverside Drive has been eliminated. Today, City employees assist in the parking process only.

Mrs. Boring inquired if there have been any comments about the elimination of that service.

Mr. Guion responded that although he was surprised when the service was eliminated, he has heard no comments about it.

- Partnership with the Dublin Community Recreation Center.

Ms. Salay noted that Mr. Guion had suggested drafting a partnership agreement for reciprocal use of DAC and Rec Center classrooms.

Mr. Guion responded that he has been working with the City Manager, Mr. Earman, Ms. Burkholder and Ms. Rinella on a potential agreement for reciprocal use of space. A handout on class offerings has been provided. As can be seen on page 2 of the handout, currently, there are more Rec Center classes in the DAC building than DAC classes. The City subsidizes 50% of the cost of Rec Center classes, and DAC cannot compete with that arrangement. Missy Donovan, DAC Education Coordinator, has been working with the Rec Center on opportunities for trading resources and cross promotion, but it would be helpful to have a formal agreement.

Mrs. Boring inquired if the DAC classes are free.

Community Development Committee Minutes
June 20, 2007
Page 4 of 11

Mr. Guion responded that they are.

Ms. Salay inquired if the Rec Center classes are beginning level classes, while the DAC classes are more advanced and provided by professional artists.

Mr. Guion responded that is true.

Ms. Salay inquired staff's view regarding providing for this arrangement in a formal manner.

Ms. Ott responded that she would not recommend more than a good faith statement in the agreement that the two agencies would work cooperatively to provide programming and reciprocal use of space.

Mrs. Boring stated that before Mr. Guion became the DAC director, competition existed between the Rec Center and DAC. She assumes that no longer exists.

Ms. Ott stated that she believes the competition was actually a lack of coordination. For example, the City and DAC would, unknown to one another, both schedule pottery classes. Coordination between the two entities has improved over the past two years.

- Revision of Existing Lease to Remove/Relocate the Funding Level Info to a New Agreement.

Ms. Salay inquired background on this proposal.

Ms. Ott stated that there has been a question regarding whether (1) the lease document and (2) the bed tax funding commitment of a projected 25% in return for carrying out the "art in public places" program should be in the same document. If the lease agreement were separate and if the City should determine in the future that a better use of the building than the lease agreement existed, that would be more easily addressed.

Mr. Keenan noted that the two agreements were linked initially because DAC was not able to afford the facility without the guaranteed funding. However, the City is trying to recover some of its costs, unlike the Chamber lease. The agreement was made in 2000, and it has served its purpose until now. The monthly rate has now increased from \$60,000 to \$72,000. The funding was based upon a projected funding level. Surprisingly, the existing funding is running very close to the actual.

Ms. Grigsby responded that is correct. At the time, it was anticipated that the actual revenue would exceed the projections, and the difference between the two would go toward the debt service. That may not work out as envisioned.

Mr. Keenan inquired her projection for 2007 bed tax revenue.

Ms. Grigsby responded that the fund is doing well this year. She would estimate approximately \$2.2M. Debt on the bonds is \$170,000-\$175,000/year.

Community Development Committee Minutes
June 20, 2007
Page 5 of 11

Mr. Keenan stated that of the projected \$2.2M, DAC will receive \$500,000.

Ms. Grigsby stated that this year the gap will exist, and the difference will go to reduce the debt.

Mr. Keenan stated that the arrangement was attractive in 2000, but today, it could be said that DAC is short \$100,000.

Mrs. Boring stated that Council could have continued with the previous process, which was that, annually, it was essential for DAC have its budget approved and to submit an application for bed tax funds. This agreement was developed to provide DAC with the needed funds and flexibility to manage its programs as they wished with very little oversight. Considering the size of this community, the great effort it required to achieve the agreement and the view of some staff members, she believes this agreement remains a good arrangement.

Mr. Guion agreed.

Mr. Keenan agreed. The DAC Board would never have approved this lease without the guaranteed funding.

Ms. Grigsby noted that when the 1997 ordinance allocating the 25% bed tax to DAC for a period of 3 years was passed, the City did not own this building or have this debt. That arrangement would be reviewed in 2007. The lease/funding agreement benefited both the City and DAC.

Mr. Keenan agreed. The City wanted to preserve the Gelpi mansion and it also wanted the 6 acres on the river.

Ms. Grigsby stated that the access to the river was very important.

Mr. Keenan stated that the arrangement addressed several issues at the time; it was fair and did provide flexibility to DAC.

Mr. Pigman inquired how the lease would be amended.

Mr. Keenan responded that the lease would be separated from the operating agreement.

Mr. Pigman inquired if the funding schedule would be adjusted.

Ms. Salay responded that it would not. The Committee's recommendation is to separate the two agreements with no change in the funding.

Ms. Ott noted that one issue is that the ordinance approving the lease indicated that DAC would continue the existing "Art in Public Places" program in its current form, but those expectations were not documented. There is a need to clarify that now and for the benefit of future councils.

- Arts Education in Communities and Schools

Ms. Salay stated that the information provided regarding DAC's grant process was very helpful. DAC designates 5% of their budget for community grants.

Community Development Committee Minutes
June 20, 2007
Page 6 of 11

Mr. Guion noted that their grant application process is complex and rigorous. Each organization applying for a grant must be a 501C3.

Mrs. Boring inquired at what point the grant money is paid. What if the money is not used for the purpose for which it was granted?

Mr. Guion responded that, first, the organization must have submitted a final report for the preceding year to confirm they met expectations that year. In some cases, the DAC Board will contact the organization to verify that they are complying with the expectations of the grant. Typically, the money is disbursed in two payments.

Mrs. Boring stated that in the recent case with the Emerald City Players, it would have been helpful if DAC had been providing information on all its grants on a regular basis. She was unaware of the issues involved.

Mr. Guion responded that the issue remained internal. His perception was that DAC was entrusted with the money and DAC, in turn, would work with the organization to ensure appropriate use of the funds.

Mrs. Boring indicated that she appreciates that. She noted that when Council authorizes grant money for an event, they require the applicant to acknowledge the City participation in their programs or some other way. She would encourage DAC to do the same.

Mr. Guion responded that the requirement is part of the agreement with the applicant.

Mr. Keenan noted that the Finance Committee denied the Emerald City Players' grant application on the basis that they had already received a grant from DAC. That money is also bed tax money.

Mr. Guion responded that in addition to providing the Players financial assistance through a grant, they also shared accounting and marketing advice and storage space.

Mr. Reiner stated that several years ago, there was criticism regarding inappropriate grants to the schools.

Mr. Guion responded that they have addressed that issue. Today, DAC requires that the applicant be a 501C3 organization.

Ms. Ott inquired if there would be a need for a general statement that DAC will serve as the lead organization for providing the education on the public art pieces?

Ms. Salay stated that it would be appropriate for DAC to provide the education.

Ms. Ott noted that the education component should cover more than the 8 Art in Public Places pieces. The City has obtained other pieces outside the framework of that program, such as the "Cartwheel" piece donated by RC Olmstead and the recent offer

Community Development Committee Minutes
June 20, 2007
Page 7 of 11

of Krema to donate an art piece. Including all the public art pieces produces a collection of 30-40 pieces.

Mr. Keenan stated that discussion has occurred on different ideas for that educational component, such as a booklet for use by the schools that includes all relevant information about each art piece. There has also been discussion about an interactive information kiosk on site with each art piece.

Mrs. Boring inquired if a brochure already exists.

Mr. Guion responded that they do have a brochure and a cassette tape to assist in a tour of the public art sites.

Mrs. Boring stated that it would be helpful if the brochures were available at various businesses and the local hotels. If DAC will be providing the education materials, they should have assistance with the printing and distribution.

Mr. Keenan responded that this project would be appropriate for the Dublin Convention & Visitors Bureau.

Mr. Guion responded that the brochures are in the local hotels and at the Dublin Convention & Visitors Bureau.

Mrs. Boring responded that she would prefer to have a closer partnership effort for distribution/dissemination purposes.

Mr. Keenan suggested that the public art education be tied in with the riverboxes. Clues about public art pieces could be provided at the riverboxes to aid visitors in their search for public art.

Ms. Ott noted that in addition to the riverboxes that DAC will install, others already exist in community parks.

Mr. Guion noted that the reason for the riverbox project is that the community survey revealed that access to the river ranks high in importance to this community. Through this project, riverboxes will be provided at 6 access points to the river. Community awareness of the riverboxes will be provided via the City, Historic Dublin and Dublin Riverbox websites.

Ms. Ott noted that the Dublin Convention & Visitors Bureau could be involved in the project, unless DAC believes it isn't necessary. If not, she would be supportive of City financial assistance with the cost of printing the brochure.

Ms. Ott inquired if Council's direction is that DAC should serve as the lead with the public art education component, with support provided by the City.

Committee consensus was that DAC serve as the lead in community education regarding the City's public art.

Mr. Keenan suggested that staff develop draft legislation incorporating the changes suggested tonight.

Community Development Committee Minutes
 June 20, 2007
 Page 8 of 11

Ms. Ott responded that Legal staff would work on a draft agreement for the August meeting.

- Expectations for "Art in Public Places" Program

Mrs. Boring noted that Mr. Guion has indicated that one of the purposes of this agreement is to identify the expectations of the Art in Public Places Program, and he has proposed language for defining public art for City/DAC purposes. Is the expectation that the \$75,000 could be used for any of the categories stated in that definition?

Mr. Guion responded affirmatively.

Mrs. Boring stated that one category listed in the proposed definition is performance art. Is the intent that it would be possible for \$75,000 to be spent to bring in a play from New York, and no physical, permanent acquisition would occur? Are committee members satisfied with that, or would the Committee prefer to be more specific on what the bed tax funds could be used to purchase?

Ms. Salay responded that Council has been very clear the money should be used to acquire a physical piece of art.

Mr. Keenan responded that was also his expectation. The goal was to, over time, produce many physical art pieces throughout the community. While the Taiko drum performance may be an art performance, it is not an art piece.

Mr. Guion responded that is a limited view of art. Art can be ephemeral or permanent. If the City already has 30-40 permanent pieces, does it want more sculptures? He would like the contract language to reflect the diversity of public art worldwide. He does not want to limit the present program or the future of public art within Dublin.

Mr. Keenan stated that a performance may unquestionably be art, but it is temporary art and gone in a day or two. The intent of the City's program is to provide art in public places for the community.

Mr. Guion responded that he disagrees. Any art that occurs in a public place is public art.

Mr. Keenan stated that he believes Council has voiced a specific intent for this program.

Ms. Salay stated that while she agrees with Mr. Guion's definition of public art, Council's expectation is that this program will produce permanent pieces for the community.

Mrs. Boring stated that she appreciates the effort of Mr. Guion to incorporate as many different options as possible into this program. However, Council's expectation has been limited to physical, permanent pieces, and it would take an educational process to alter that goal. While she would not object to the option being incorporated, she would not want to see a performance every year. The program should provide something "concrete" for the average citizen to touch and feel.

Community Development Committee Minutes
June 20, 2007
Page 9 of 11

Mr. Reiner stated he also agrees with Mr. Guion's definition of art – it can include many aspects. But the taxpayers view the City's program as an investment for their money, and they expect to be able to view the art. His recommendation would be that for this program, that type of art should be emphasized. While the Taiko drummers were a great experience, other performances may not be. He, as well as the other Council members present tonight, are aware that the expectation of the public is for something physical. He noted that physical art pieces do result in a need for ongoing maintenance, while a visual experience does not.

Mr. Keenan asked what would prevent a future DAC Board from defining the Sundays at Scioto concerts as "art in public places," therefore that cost of \$37,000 is part of the \$75,000 allocation for public art?

Mr. Pigman stated that the anticipation of this dialogue is to produce an expectation document for the funding source – the City of Dublin. The question is what are the City's expectations and can DAC meet them. The document should be written to clarify the primary expectations of the City. Mr. Guion has not stated that he cannot accept a document with those limitations. He understands the City's need to be responsible to the taxpayers. However, as a taxpayer, his reaction would be that the bed tax is not his money; it's the money of those who have stayed in Dublin hotels. Perhaps that provides more flexibility from the aspect of considering use of tax dollars.

Mr. Keenan responded that Council received many objections from the public when it previously considered designating one percent of tax revenue for public art.

Mr. Pigman stated that he believes that was a great idea for the public art program.

Ms. Salay stated that she received many emails objecting to the proposal. One citizen was upset with her comments that spending \$200,000 on art was not too much. She had the opportunity to educate the citizen on the intent of the process, however, and on the fact that the money would not come from the City's minimal portion of property taxes. It would be taken from the capital budget. The idea will take a significant education process that, over time, she is hopeful will gain public acceptance. For the purpose of this agreement, however, perhaps Mr. Guion's definition could be used in the document with the statement that, in general, the program will produce permanent pieces of art, but other options could be considered.

Ms. Ott stated that staff will work on the language with Mr. Guion. Perhaps the language could define a process by which DAC could submit a request for consideration of a proposal that would not be a permanent piece.

Mr. Keenan noted that he is not entirely opposed to other options, but the objective of this discussion is to formalize/articulate the expectations for future councils and boards, and this definition does not do that.

Community Development Committee Minutes
June 20, 2007
Page 10 of 11

Mr. Guion stated that he understands that, but he would not want to limit future art organizations and future Councils by stating that public art must be a bronze statute on a hill in Coffman Park -- that is very short-sighted.

Mr. Keenan responded that Council has never done that. Council has considered a host of different options.

Mr. Guion stated that he has attended Council meetings and has read records of Council proceedings, and he is aware of the direction Council is headed. He is trying to expand the options.

Mrs. Boring stated that actually Council has encouraged different ideas to be submitted – hence, the “Field of Corn.” She believes it is appropriate for DAC to expand the thoughts on public art beyond a fountain in the middle of a square.

Mr. Keenan stated that there are many options for permanent or temporary physical works of art visible to the general public. The intent of Council, however, is to clarify the language for the public art program and leave room for consideration of options.

Mrs. Boring stated that she would like to encourage DAC to approach the community with new ideas.

Mr. Pigman responded that he would like to see that language included in the statement of expectations.

Ms. Salay stated that the committee members should be able to explain their recommendation to broaden the definition of public art to the Council members who were not able to be present this evening. When the agreement is ready to be presented to Council, it should be publicized in such a manner as to further educate the public on Council's expectations.

Mr. Keenan suggested that a future option might be to fund the percentage for the arts program through bed tax grants. If the City were to have experienced a shortfall, the program would have been funded otherwise anyway – through the CIP. It would eliminate some of the public criticism if some of the money was bed tax money and not General Funds.

Ms. Salay responded that art is important to the Dublin community, and she believes it is possible to gain the support of its citizens for a percentage for the arts program. The unfortunate article in the paper upset the taxpayers.

Ms. Ott noted that staff is working on an article for the August-September issue of *Dublin Life* regarding public art within the community. This is one way to improve public awareness.

Community Development Committee Minutes
June 20, 2007
Page 11 of 11

Mr. Guion responded that is helpful to know for coordination purposes. DAC was also interviewed by *Dublin Life* this week for an article on riverboxes.

Ms. Ott responded that *Dublin Life* sought both City and DAC input for the same article.

Ms. Salay inquired if staff has the direction they need to begin work on a draft agreement.

Ms. Ott confirmed that they do.

Ms. Ott stated that the City would be responsible for drafting an agreement.

Mr. Guion requested that the points he submitted be considered in developing that draft. It is important to eliminate future need for legal counsel to resolve questions.

Mrs. Boring requested that the draft agreement include the requirement for an annual program report, not a budget report. A program report communicates DAC's policies and expectations.

Mr. Guion responded that he has provided this information to Council on previous occasions. He understands that with the volume of material Council receives for packet, it is possible to misplace it.

Mrs. Boring suggested that the information be directed into one annual program report to which Council can refer.

Ms. Ott noted that the City's public art intern, Stella Law, who is a master's candidate in the Fine Arts Administration Program at OSU, will be writing her thesis on public art. That should provide good information for the City.

Mr. Pigman thanked the Committee for the healthy dialogue – it has been needed.

Ms. Jarvis stated that there has been confusion about the interpretation of direction in the past. This should eliminate much of that.

Ms. Salay responded that when that occurs, DAC should share any concerns with the City's representative to the DAC Board or with Council. She is hopeful this dialogue will result in a more positive relationship between all the parties.

The meeting was adjourned at 7:50 p.m.

Submitted by:

Deputy Clerk of Council

DAC
6-20-12
REVISED PROPOSED DRAFT

AGREEMENT

~~(October 2011 version — unedited)~~

THIS AGREEMENT ("Agreement"), is made and entered into on or as of the _____ day of _____, (the "Effective Date") for a period of three (3) years from the Effective Date by and between the **City of Dublin**, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter (the "**City**") and ~~the Dublin Arts Council~~, a private, non-profit 501(c)(3) corporation duly organized and validly existing under the ~~Constitution and~~ laws of the State of Ohio (~~the~~ "**DAC**" and, collective with the City, the "Parties" and each a "Party").

WHEREAS, the Parties ~~shall~~ consistently cooperated in good faith ~~in providing~~ provide cultural and artistic opportunities for citizens and visitors of the City; and

WHEREAS, the City to provide ~~the~~-DAC with funding to further the Parties' cooperative goals as stated in this agreement;

, this Agreement defines funding commitments provided by the City to ~~the~~-DAC and the ~~expectations for~~ of the Parties on the general use of such funds;

NOW THEREFORE, the Parties ~~covenant~~, agree ~~and obligate themselves~~ as follows:

1. **FUNDING ENDOWMENT.** For and in of ~~the~~-DAC's non-profit activities and the programs and services provides for the benefit of the citizens and visitors of the City, for each of the three years after the Effective Date the City shall, subject to the availability of funds and approval of the then existing Dublin City Council and all necessary municipal authorities, pay to ~~the~~-DAC an amount equal to twenty-five percent (25%) of the projected Hotel/Motel Tax for the City of Dublin, Ohio (~~as set forth in Exhibit A of the Agreement~~) (the "Endowment"). ~~In the event that the actual Hotel/Motel Tax received by the City is greater than the currently Projected Hotel/Motel Tax as set forth in Exhibit A, the amount of the DAC's Endowment shall nonetheless be twenty-five percent (25%) of the currently Projected Hotel/Motel Tax as set forth in Exhibit A.~~ The Endowment may be used by DAC for its general operating purposes and shall be used ~~to fund "public art" as defined below and for all other uses~~ more specifically set forth herein.

2. **TERMINATION AND/OR REDUCTION OF ENDOWMENT.** ~~The~~ DAC acknowledges that the City's ability to provide ~~the~~-DAC's Endowment is subject to the approval by the future Dublin City Council and the City cannot be contractually obligated to pay ~~the~~-DAC's Endowment for the duration of this Agreement. Therefore, ~~the~~-DAC acknowledges that its Endowment, after a minimum of ninety days notice and full discussion between the Parties, may be terminated or reduced, ~~at the City's sole discretion~~, during the term of this Agreement.

3. **PUBLIC ART.** For purposes of this Agreement ~~and the Dublin Art in Public Places~~ ~~program~~, "Public Art" ~~is~~ have the meaning commonly recognized and ascribed to such term, and is further defined as but is not limited to:

- (a) Permanent or temporary physical works of art visible to the general public in an outdoor location or publicly accessible area of a civic building;
- (b) Art commissioned or acquired through other means;
- (c) Realized through a process that gathers input from Dublin residents;
- (d) ~~Aligns with the spirit of the community art component of the Parks and Recreation Master Plan and Community Plan;~~
- (e) ~~May be a large work or a collection of smaller works; and~~
- (f) ~~May be a different genre of artistic expression mutually agreed upon by the Parties; and~~
- (g) Is funded ~~from the DAC's funding allocation-~~ total or in part from the Endowment or other funds allocated by the City.

4. **ART IN PUBLIC PLACES@ FUNDING.** ~~The~~ DAC agrees to ~~commit \$75, funds~~ from the ~~Funding-Endowment to Art in Public Places@~~ each calendar year for the ~~sole~~ purpose of commissioning or acquiring Public Art for the City's permanent art collection. DAC agrees to develop, advertise, publish and manage the process for the selection and acquisition of Public Art for the Dublin Art in Public Places program. All ownership rights of the Public Art created, purchased or donated through the Dublin Art in Public Places shall vest in the City upon receipt and acceptance of the Public Art. by the Parties. DAC agrees to the following provisions on the use of the Endowment for the selection and acquisition of Public Art for Dublin Art in Public Places@ Funding program:

- (a) ~~The City shall withhold \$75,000 annually from the Funding-Endowment for the funding of the acquisition of public artwork.~~
- (b) Public Art works will be acquired regularly, but at a minimum, one artwork will be purchased with Art in Public Places funding for the every two years from the Effective Date of this Agreement. The City will withhold \$75,000 annually from the Endowment to be used for the funding of the acquisition of Public Art.
- (c) ~~In the event that the DAC wishes to purchase works of art using monies in the Art in Public Places@ Funding, but outside the scope of the Public Art definition, the DAC shall bring such a request to Dublin City Council for consideration prior to the expenditure of any such funds.~~
- (d) ~~The DAC will make every reasonable effort to minimize the administrative costs in acquiring Public Art.~~
- (e) ~~With consideration of recommendations from the DAC, the City~~ In collaboration with the City, DAC shall develop a comprehensive site selection process to be implemented beginning with the 2014-2015 Dublin Art In Public Places program. Consistent with the site selection process to be developed, DAC shall determine the location and the theme, if applicable, of the Public Art acquired through the Dublin Art in Public Places program. All calls for artists or thematic art searches, the final recommendations of DAC on site selection and the theme of the Public Art, and the City's proposed contract for the acquisition of the Public Art shall be presented to the City for any necessary approvals.
- (f) ~~The DAC is responsible for developing, advertising, publishing and managing any artist or art selection process for the Art in Public Places program. All Call for Artists or thematic art searches for a selection process shall be approved by the City prior to issuance.~~

- () ~~The~~ shall ~~retain the right to~~ appoint individuals, ~~primarily residents~~, to any selection committee established for the purpose of creating or acquiring Public Art through the Dublin Art in Public Places program. If the City waives this right, the DAC shall to making the appointments, DAC shall review the identity and qualifications of the proposed committee members with the City, and will seek comments and suggestions.
- () The City and ~~the~~ DAC will collaboratively evaluate safety and maintenance when considering ~~works~~ Art for the City's collection.

5. **ARTS EDUCATION AND PROMOTION IN THE COMMUNITY.** ~~The~~ DAC shall be the lead provider of arts education in the community, ~~including the publicizing. DAC will collaborate with appropriate City departments to publicize the City's Art collection, providing. DAC will also provide grant opportunities to~~ -based community nonprofit arts organizations and schools, and offering and will offer recreational, artistic and cultural programs. From time to time, the DAC may seek additional funding from the City for the promotion of the City's Art collection. These funds may be requested for items such as, but not limited to, print, audio, video and electronic materials and events for the education of the community and visitors.

6. **GRANTS FOR ~~CITY-BASED ARTISTS AND NON-PROFIT ARTS ORGANIZATIONS.~~** ~~The~~ DAC and will continue to administer an annual ~~re-~~ program for City-based ~~artists and non-profit arts organizations by using up to five percent (5%) of the Endowment for the grant program. DAC will provide grants administration for this process.~~ The grant program will specify eligibility requirements for receiving such funds, and will require grantees to written final reports on how the funds were utilized. ~~The DAC, each calendar year, will make available five percent (5%) of its Endowment for grants to non-profit arts-~~ advertise the grant application opportunity on its website and through publicity efforts. In the event that applications do not meet eligibility criteria or grant requests total less than the available five percent (5%) of the Endowment, ~~the~~ DAC may reallocate ~~this-~~ funds for other uses that support ~~the~~ DAC' s mission: and goals. The City shall redirect arts and arts-related requests for City Bed Tax Grants to DAC for community arts granting consideration. If DAC approved requests exceed the available funding, DAC may apply for a City Bed Tax Grant for community arts re-granting purposes. Dublin-based public and private schools may also apply for community arts grants through DAC for projects that impact the community at large. School applicants will be required to demonstrate PTO or other matching funds in support of the proposed project.

~~7. **GRANTS FOR EDUCATIONAL INSTITUTIONS.** The DAC, in support of incorporating the arts in an educational curriculum, may administer an annual re-granting program for public and private primary and secondary educational institutions located within the corporate limits of the City and/or public schools within the Dublin City School District. The DAC may allocate up to one percent (1%) of its Endowment for such grants. The grant program shall outline the eligibility for receiving such funds and shall require grantees to file final reports on how the funds were utilized. In the event that applications do not meet eligibility criteria, or the DAC elects to discontinue this program, the DAC may reallocate this funding for other uses that support the DAC' s mission.~~

. **DAC SUNDAYS AT SCIOTO CONCERT SERIES.** The City waive all City service related fees for set up, tear down and parking assistance regarding the ~~Sunday-~~ Sundays at Scioto

Concert Series for a up to a maximum of ten (10) times per calendar year.

. **CITY SERVICES.** The City shall ~~waive all City service related fees for services provided in conjunction~~ the maintenance of ~~permanent works of art in the~~ Public Art collection. All other requests for City services, including new installations of Public Art, must be made to City ~~Council~~ for consideration ~~and may require a fee~~.

. **RECREATIONAL, ARTISTIC AND CULTURAL PROGRAMMING.** The City and ~~the~~ DAC shall work cooperatively to provide a variety of ~~visual and performing~~ arts and cultural opportunities to City residents and visitors. The Parties agree to coordinate programming to complement one another in an effort to avoid duplication of programs and services to the community. The City and ~~the~~ DAC further agree to cooperate in reciprocal facility use for recreation and cultural programs.

. **REPORTING.** ~~The~~ DAC shall provide the Clerk of Council with a report of audited financial statements ~~at least once~~ each calendar year. ~~Further~~ addition, DAC shall provide the Clerk of Council with a copy of the most current DAC ~~by laws, Code of Regulations and annual budget and board meeting minutes~~.

. **PROGRAM UPDATE.** ~~The~~ DAC shall provide ~~the City with, at minimum,~~ a presentation regarding ~~the program status of the DAC~~. At least twice each ~~calendar~~ year, DAC shall provide Dublin City Council with a presentation regarding its programs, including the uses of the Endowment.

. **GUIDANCE.** ~~The~~ When requested, DAC provide advice and guidance to the City, ~~when requested~~, regarding ~~acquisition~~ works of art to be funded by the City with funds outside of the Endowment.

. **IMMUNITIES PRESERVED.** By entering into this Agreement, the City does not intend to relinquish or waive any of the granted exemptions from legal proceedings it now has or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

. **NO PERSONAL LIABILITY.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement of any present or future member, office, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

. **POWERS PRESERVED.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the City's municipal charter or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree to challenge or contest it, or any provision contained herein. ~~17~~

16. **AMENDMENTS.** This Agreement may be amended only by ~~a writing approved by~~ the legislative authority of ~~all the~~ and by means of appropriate legislation authorizing such amendment, if the City's codified ordinances or other Ohio law requires such action. Any amendment, in order to be effective, must be in writing authorized by appropriate legislation passed by ~~each of the~~ City and approved in an action of the Board of Directors of DAC.

. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

~~20. **DISCRIMINATION.** No discrimination for reason of race, color, religion, sex, national origin, disability, age, or ancestry of any person shall be permitted or authorized by either party to this Agreement.~~

IN TESTIMONY WHEREOF, the City by its City Manager and ~~the~~ DAC by ~~its Executive~~ President of its Board of Directors have each hereunto set their signatures as of the Effective Date.

CITY OF DUBLIN, OHIO

DUBLIN ARTS COUNCIL

By: _____
Marsha I. Grigsby, City Manager
Dublin Arts Council

By: _____
~~David Guion, Executive~~ King, President
Board of Directors

Approved as to Form:

Stephen J. Smith, Law Director

Summary Report:	
Litéra® Change-Pro 7.0.0.240 Document Comparison done on 6/21/2012	
4:08:25 PM	
Style Name: IM Default	
Original DMS: dm://COLUMBUS/4127718/1	
Modified DMS: dm://COLUMBUS/4127684/1	
Changes:	
<u>Add</u>	127
Delete	139
Move From	11
Move To	11
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	288

Purple indicates City proposed edits as of 7/27/12

DAC requested additions or deletions that were accepted are shown as black text.

DAC requested additions or deletions that were rejected are shown in the blue, red or green. There are some City comments attached to this text.

AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into on or as of the ____ day of _____, 2012 (the "Effective Date") for a period of three (3) years from the Effective Date by and between the **City of Dublin**, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter (the "**City**") and **Dublin Arts Council**, a private, non-profit 501(c)(3) corporation duly organized and validly existing under the ~~Constitution and~~ laws of the State of Ohio ("**DAC**" and, collective with the City, the "Parties" and each a "Party").

Comment [A1]: Any agreement should last as long as the City has agreed to take on the debt for the facility. The city has assumed a significant financial risk on the DACs behalf. Three years is very short cycle for the funding commitment being requested.

WHEREAS, the Parties have consistently cooperated in good faith to provide cultural and artistic opportunities for citizens and visitors of the City; and

WHEREAS, the City desires to provide DAC with funding to further the Parties' cooperative goals;

WHEREAS, this Agreement defines funding commitments provided by the City to DAC and the agreement of the Parties on the general use of such funds;

NOW THEREFORE, the Parties ~~covenant, agree and obligate themselves~~ as follows:

1. **FUNDING ENDOWMENT.** For and in support of DAC's non-profit activities and the programs and services it provides for the benefit of the citizens and visitors of the City, for each of the three years after the Effective Date the City shall, subject to the availability of funds and approval of the then existing Dublin City Council and all necessary municipal authorities, pay to DAC an amount equal to twenty-five percent (25%) of the projected Hotel/Motel Tax for the City of Dublin, Ohio (~~as set forth in Exhibit A of the Agreement~~) (the "Endowment"). ~~In the event that the actual Hotel/Motel Tax received by the City is greater than the currently Projected Hotel/Motel Tax as set forth in Exhibit A, the amount of the DAC's Endowment shall nonetheless be twenty-five percent (25%) of the currently Projected Hotel/Motel Tax as set forth in Exhibit A.~~ The Endowment may be used by DAC for its general operating purposes and shall be used as more specifically set forth herein.

Comment [A2]: The City Administrations does not concur with the funding model changes due to debt schedule on facility and lease terms.

2. **TERMINATION AND/OR REDUCTION OF ENDOWMENT.** DAC acknowledges that the City's ability to provide DAC's Endowment is subject to the approval by the future Dublin City Council and the City cannot be contractually obligated to pay DAC's Endowment for the duration of this Agreement. Therefore, DAC acknowledges that its Endowment, after a minimum of ninety days notice and full discussion between the Parties, may be terminated or reduced, ~~at the City's sole discretion,~~ during the term of this Agreement.

Comment [A3]: This language is ambiguous and this issue is already addressed in the lease. It is best to keep the language the same in the lease and in this document.

Comment [A4]: Any decision about the level of funding should remain solely with the City because it has the authority to levy the taxes that fund the Endowment.

PROPOSED NEW LANGUAGE FOR SECTIONS 3, 4 AND 5

3. **PUBLIC ART.** For purpose of portions of the Art in Public Places program supported by the Endowment, “Public Art” is defined as

- (a) Art or design that is created specifically for a public context or place, which, through a public involvement process, influences the context or place in a meaningful way;
- (b) Art or design that results in the production of a two-dimensional or three-dimensional aesthetic improvement to a municipally-controlled land mass or building;
- (c) Art or design that is regularly accessible to the general public; and
- (d) Art or design that aligns with the Parks and Recreation Master Plan.

4. **ART IN PUBLIC PLACES FUNDING.** DAC agrees to use funds from the Endowment each calendar year for the purpose of commissioning or acquiring Public Art for the City's permanent art collection. The City will withhold \$75,000 annually from the Endowment to be used for the funding of the acquisition of Public Art.

5. **ART IN PUBLIC PLACES ADMINISTRATION.** City and DAC agree to the following terms for the Administration of Art in Public Places.

The DAC will:

- (a) develop, advertise, publish and manage the process for the selection of Public Art for the Dublin Art in Public Places program. DAC will consult with the City regularly during the process and will present all calls for artists or thematic art searches to the City for approval prior to advertising.
- (b) engage Dublin residents in the selection process;
- (c) evaluate safety and maintenance concerns, as determined collaboratively by the City and DAC, when considering Public Art for the City's collection;
- (d) Acquire Public Art works regularly, but at a minimum, one artwork will be acquired every two years from the Effective Date of this Agreement;
- (e) appoint individuals to any selection committee established for the purpose of acquiring Public Art through Art in Public Places. Prior to making the appointments, DAC shall review the identity and qualifications of the proposed committee members with the City, and seek comments and suggestions;
- (f) Make a recommendation of an artist to the City; and
- (g) Develop and implement promotion strategy, including public dedication event after installation of Public Art.

The City will:

- (a) Select the site(s) for Public Art;
- (b) evaluate safety and maintenance concerns, as determined collaboratively by the City and DAC, when considering Public Art for the City's collection;
- (c) Negotiate contracts with artists and, if satisfactory terms are met provide administration thereof;
- (d) Provide project management during design review/refinement, construction, and installation;
- (e) Provide regular updates to DAC on the project status during design review, design refinement, construction and installation; and
- (f) Provide onsite artist identification.

All ownership rights of the Public Art created, purchased or donated through the Dublin Art in Public Places shall vest in the City upon receipt and acceptance of the Public Art.

Propose deleting the following language in old sections 3 and 4 in favor of what was added above.

3. PUBLIC ART. For purposes of this Agreement "Public Art" ~~is~~ have the meaning commonly recognized and ascribed to such term, and is further defined as but is not limited to:

- (a) Permanent or temporary physical works of art visible to the general public in an outdoor location or publicly accessible area of a civic building;
- (b) Art commissioned or acquired through other means;
- (c) Realized through a process that gathers input from Dublin residents;
- (d) ~~Aligns with the spirit of the community art component of the Parks and Recreation Master Plan and Community Plan;~~
- (j) May be a large work or a collection of smaller works; ~~and~~

Comment [A5]: As a policy document used for guiding the implementation of programs, it is not recommended that the Parks and Recreation Master Plan be struck from this definition.

- (e) ~~May be a different genre of artistic expression mutually agreed upon by the Parties; and~~
- (f) ~~Is funded in total or in part from the Endowment or other funds allocated by the City.~~

Comment [A6]: City proposes striking this language. There is other funding provided to the DAC that can be used for programs not meeting the definition

4. **ART IN PUBLIC PLACES FUNDING.** DAC agrees to use funds from the Endowment each calendar year for the purpose of commissioning or acquiring Public Art for the City's permanent art collection. DAC agrees to develop, advertise, publish and manage the process for the selection and acquisition of Public Art for the Dublin Art in Public Places program. All ownership rights of the Public Art created, purchased or donated through the Dublin Art in Public Places shall vest in the City upon receipt and acceptance of the Public Art. ~~by the Parties.~~ DAC agrees to the following provisions on the use of the Endowment for the selection and acquisition of Public Art for Dublin Art in Public Places program:

Comment [A7]: The decision to accept the artwork ownership rights should be a sole decision of the City because the City if accepted, the City is accepting specific legal conditions, safety issues, and the management and financing of all maintenance.

- (a) ~~The City shall withhold \$75,000 annually from the Funding Endowment for the funding of the acquisition of public artwork.~~
- (b) Public Art works will be acquired regularly, but at a minimum, one artwork will be ~~purchased with Art in Public Places funding for the~~ every two years from the Effective Date of this Agreement. ~~The City will withhold \$75,000 annually from the Endowment to be used for the funding of the acquisition of Public Art.~~
- (c) ~~With consideration of recommendations from the DAC, the City~~ In collaboration with the City, DAC shall develop a comprehensive site selection process to be implemented beginning with the 2014-2015 Dublin Art In Public Places program. Consistent with the site selection process to be developed, DAC shall determine the location and the theme, ~~if applicable,~~ of the Public Art acquired through the Dublin Art in Public Places program. ~~All calls for artists or thematic art searches, the final recommendations of DAC on site selection and the theme of the Public Art, and the City's proposed contract for the acquisition of the Public Art shall be presented to the City for any necessary approvals.~~
- (d) ~~The DAC is responsible for developing, advertising, publishing and managing any artist or art selection process for the Art in Public Places program. All Call for Artists or thematic art searches for a selection process shall be approved by the City prior to issuance.~~
- (e) ~~The~~ shall ~~retain the right to~~ appoint individuals, ~~primarily residents,~~ to any selection committee established for the purpose of ~~creating or~~ acquiring Public Art through the Dublin Art in Public Places program. ~~If the City waives this right, the DAC shall~~ to making the appointments, DAC shall review the identity and qualifications of the proposed committee members with the City, and will seek comments and suggestions.
- (f) The City and ~~the~~ DAC will collaboratively evaluate safety and maintenance when considering ~~works~~ Art for the City's collection.

Comment [A8]: The Administration welcomes the DAC's input into the site selection process. The responsibility for leading the development of the policy rests with the City. Additionally, it is the City's responsibility to determine the location of any artwork which rests on City property – similar to how the City determines any other improvement to municipally controlled land masses and buildings.

Comment [A9]: Recommend deleting this language in favor of proposed new language for sections 3, 4 and 5.

ARTS EDUCATION AND PROMOTION IN THE COMMUNITY. DAC shall be the lead provider of arts education in the community. DAC will collaborate with the City to publicize the City's Public Art collection. From time to time, DAC may seek additional funding from the

City through the Hotel/Motel Tax Fund Grant Program for the promotion of the City's Public Art collection. These funds may be requested for items such as, but not limited to, print, audio, video and electronic materials and events for the education of the community and visitors.

Comment [A10]: Recommend specifying that the requests should be made through the H/M Tax grant program

DAC will also provide grant opportunities Dublin-based community nonprofit arts organizations and schools and will offer recreational, artistic and cultural programs.

GRANTS FOR NON-PROFIT ARTS ORGANIZATIONS. DAC will continue to administer an annual grant program for City-based non-profit arts organizations by using up to five percent (5%) of the Endowment for the grant program. DAC will provide grants administration for this process. The grant program will specify eligibility requirements for receiving such funds, and will require grantees to provide written final reports on how the funds were utilized. DAC will advertise the grant application opportunity on its website and through publicity efforts. In the event that applications do not meet eligibility criteria or grant requests total less than the available five percent (5%) of the Endowment, DAC may reallocate the funds for other uses that support DAC's mission. The City will redirect arts and arts-related requests for Hotel/Motel Tax Grants to DAC for community arts granting consideration. If DAC wishes to approve requests that exceed the available funding, DAC may apply for a City Bed Tax Grant for community arts re-granting purposes, utilize funding from sources other than the Endowment, or seek the City's approval to utilize more than 5% of Endowment funds for regranting to non-profit arts organizations. Dublin-based public and private schools may also apply for community arts grants through DAC for projects that impact the community at large. School applicants will be required to demonstrate PTO or other matching funds in support of the proposed project.

~~7. **GRANTS FOR EDUCATIONAL INSTITUTIONS.** The DAC, in support of incorporating the arts in an educational curriculum, may administer an annual re-granting program for public and private primary and secondary educational institutions located within the corporate limits of the City and/or public schools within the Dublin City School District. The DAC may allocate up to one percent (1%) of its Endowment for such grants. The grant program shall outline the eligibility for receiving such funds and shall require grantees to file final reports on how the funds were utilized. In the event that applications do not meet eligibility criteria, or the DAC elects to discontinue this program, the DAC may reallocate this funding for other uses that support the DAC's mission.~~

DAC SUNDAYS AT SCIOTO CONCERT SERIES. The City shall waive all City service related fees for set up, tear down and parking assistance regarding the DAC Sundays at Scioto Concert Series for up to a maximum of ten (10) times per calendar year.

CITY SERVICES. The City shall provide the maintenance of its Public Art collection. All other requests for City services, including new installations of Public Art, must be made to the City for consideration and may require a fee.

Comment [A11]: Staff prefers to keep the language about may require a fee because it is not known what the cost may be for installation, particularly direct costs for equipment rental and subcontracted work.

RECREATIONAL, ARTISTIC AND CULTURAL PROGRAMMING. The City and DAC shall work cooperatively to provide a variety of arts and cultural opportunities to City residents and visitors. The Parties agree to coordinate programming to complement one another in

an effort to avoid duplication of programs and services to the community. The City and DAC further agree to cooperate in reciprocal facility use for recreation and cultural programs.

REPORTING. DAC shall provide the Clerk of Council with a report of audited financial statements each calendar year. DAC shall provide the Clerk of Council with a copy of the most current DAC Code of Regulation, bylaws and annual budget ~~and board meeting minutes~~.

Comment [A12]: Can the DAC provide an example of the the Code of Regulations to allow city staff determine if this is what is requested for the public record?

PROGRAM UPDATE. At least twice each year, DAC shall provide Dublin City Council with a presentation regarding its programs, including the uses of the Endowment.

Comment [A13]: Based upon the Law Director's analysis these minutes are public record and should be available to the City.

GUIDANCE. When requested, DAC will provide advice and guidance to the City regarding any works of art to be funded by the City with funds outside of the Endowment.

IMMUNITIES PRESERVED. By entering into this Agreement, the City does not intend to relinquish or waive any of the granted exemptions from legal proceedings it now has or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

Comment [A14]: This proposed language is not sufficient to meet the city's needs. The city will preserve its immunities granted under law. The immunities are different than where legal proceedings may occur.

NO PERSONAL LIABILITY. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

POWERS PRESERVED. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the City's municipal charter or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree to challenge or contest it, or any provision contained herein. ~~17~~

16. AMENDMENTS. This Agreement may be amended only the legislative authority of the City and by means of appropriate legislation authorizing such amendment, if the City's codified ordinances or other Ohio law requires such action. Any amendment, in order to be effective, must be in writing authorized by appropriate legislation passed by the City and approved in an action of the Board of Directors of DAC.

COUNTERPARTS. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims,

disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

~~20. **DISCRIMINATION.** No discrimination for reason of race, color, religion, sex, national origin, disability, age, or ancestry of any person shall be permitted or authorized by either party to this Agreement.~~

Comment [A15]: This language is necessary for the City. It is standard language intended to document the City policy against discrimination of protected classes and is used without exception with all parties that do business with the city's tax dollars.

IN TESTIMONY WHEREOF, the City by its City Manager and DAC by the President of its Board of Directors have each hereunto set their signatures as of the Effective Date.

CITY OF DUBLIN, OHIO

DUBLIN ARTS COUNCIL

By: _____
Marsha I. Grigsby, City Manager

By: _____
April King, President

Approved as to Form:

Stephen J. Smith, Law Director

Clean version of City Proposed Language 7/31/12

AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into on or as of the ____ day of _____, 2012 (the "Effective Date") by and between the **City of Dublin**, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter (the "**City**") and **Dublin Arts Council**, a private, non-profit 501(c)(3) corporation duly organized and validly existing under the Constitution and laws of the State of Ohio ("**DAC**" and, collective with the City, the "**Parties**" and each a "**Party**").

WHEREAS, the Parties have consistently cooperated in good faith to provide cultural and artistic opportunities for citizens and visitors of the City; and

WHEREAS, the City desires to provide DAC with funding to further the Parties' cooperative goals;

WHEREAS, this Agreement defines funding commitments provided by the City to DAC and the agreement of the Parties on the general use of such funds;

NOW THEREFORE, the Parties covenant and agree as follows:

1. **FUNDING ENDOWMENT.** For and in support of DAC's non-profit activities and the programs and services it provides for the benefit of the citizens and visitors of the City, the City shall, subject to the availability of funds and approval of the then existing Dublin City Council and all necessary municipal authorities, pay to DAC an amount equal to twenty-five percent (25%) of the projected Hotel/Motel Tax for the City of Dublin, Ohio as set forth in Exhibit A of this Agreement (the "Endowment"). In the event that the actual Hotel/Motel Tax received by the City is greater than the currently Projected Hotel/Motel Tax as set forth in Exhibit A, the amount of the DAC's Endowment shall nonetheless be twenty-five percent (25%) of the currently Projected Hotel/Motel Tax as set forth in Exhibit A. The Endowment may be used by DAC for its general operating purposes and shall be used as more specifically set forth herein.

2. **TERMINATION AND/OR REDUCTION OF ENDOWMENT.** DAC acknowledges that the City's ability to provide DAC's Endowment is subject to the approval by the future Dublin City Council and the City cannot be contractually obligated to pay DAC's Endowment for the duration of this Agreement. Therefore, DAC acknowledges that its Endowment, after a minimum of ninety days notice, may be terminated or reduce at the City's sole discretion during the term of this Agreement.

3. **PUBLIC ART.** For purpose of portions of the Art in Public Places program supported by the Endowment, "Public Art" is defined as

- (a) Art or design that is created specifically for a public context or place, which, through a public involvement process, influences the context or place in a meaningful way;
- (b) Art or design that results in the production of a two-dimensional or three-dimensional aesthetic improvement to a municipally-controlled land mass or building;

- (c) Art or design that is regularly accessible to the general public; and
- (d) Art or design that aligns with the Parks and Recreation Master Plan.

4. **ART IN PUBLIC PLACES FUNDING.** DAC agrees to use funds from the Endowment each calendar year for the purpose of commissioning or acquiring Public Art for the City's permanent art collection. The City will withhold \$75,000 annually from the Endowment to be used for the funding of the acquisition of Public Art.

5. **ART IN PUBLIC PLACES ADMINISTRATION.** City and DAC agree to the following terms for the Administration of Art in Public Places.

The DAC will:

- (a) develop, advertise, publish and manage the process for the selection of Public Art for the Dublin Art in Public Places program. DAC will consult with the City regularly during the process and will present all calls for artists or thematic art searches to the City for approval prior to advertising.
- (b) engage Dublin residents in the selection process;
- (c) evaluate safety and maintenance concerns, as determined collaboratively by the City and DAC, when considering Public Art for the City's collection;
- (d) acquire Public Art works regularly, but at a minimum, one artwork will be acquired every two years from the Effective Date of this Agreement;
- (e) appoint individuals to any selection committee established for the purpose of acquiring Public Art through Art in Public Places. Prior to making the appointments, DAC shall review the identity and qualifications of the proposed committee members with the City, and seek comments and suggestions;
- (f) make a recommendation of an artist to the City; and
- (g) develop and implement promotion strategy, including public dedication event after installation of Public Art.

The City will:

- (a) Select the site(s) for Public Art;
- (b) evaluate safety and maintenance concerns, as determined collaboratively by the City and DAC, when considering Public Art for the City's collection;
- (c) Negotiate contracts with artists and, if satisfactory terms are met provide

administration thereof;

- (d) Provide project management during design review/refinement, construction, and installation;
- (e) Provide regular updates to DAC on the project status during design review, design refinement, construction and installation; and
- (f) Provide onsite artist identification.

All ownership rights of the Public Art created, purchased or donated through the Dublin Art in Public Places shall vest in the City upon receipt and acceptance of the Public Art.

6. **ARTS EDUCATION AND PROMOTION IN THE COMMUNITY.** DAC shall be the lead provider of arts education in the community. DAC will collaborate with the City to publicize the City's Public Art collection. From time to time, DAC may seek additional funding from the City through the Hotel/Motel Tax Fund Grant Program for the promotion of the City's Public Art collection. These funds may be requested for items such as, but not limited to, print, audio, video and electronic materials and events for the education of the community and visitors.

DAC will also provide grant opportunities Dublin-based community nonprofit arts organizations and schools and will offer recreational, artistic and cultural programs.

7. **GRANTS FOR NON-PROFIT ARTS ORGANIZATIONS.** DAC will continue to administer an annual grant program for City-based non-profit arts organizations by using up to five percent (5%) of the Endowment for the grant program. DAC will provide grants administration for this process. The grant program will specify eligibility requirements for receiving such funds, and will require grantees to provide written final reports on how the funds were utilized. DAC will advertise the grant application opportunity on its website and through publicity efforts. In the event that applications do not meet eligibility criteria or grant requests total less than the available five percent (5%) of the Endowment, DAC may reallocate the funds for other uses that support DAC's mission. The City will redirect arts and arts-related requests for Hotel/Motel Tax Grants to DAC for community arts granting consideration. If DAC wishes to approve requests that exceed the available funding, DAC may apply for a City Bed Tax Grant for community arts re-granting purposes, utilize funding from sources other than the Endowment, or seek the City's approval to utilize more than 5% of Endowment funds for regranting to non-profit arts organizations.

7. **GRANTS FOR EDUCATIONAL INSTITUTIONS.** The DAC, in support of incorporating the arts in an educational curriculum, may administer an annual re-granting program for public and private primary and secondary educational institutions located within the corporate limits of the City and/or public schools within the Dublin City School District. The DAC may allocate up to one percent (1%) of its Endowment for such grants. The grant program shall outline

the eligibility for receiving such funds and shall require grantees to file final reports on how the funds were utilized. In the event that applications do not meet eligibility criteria, or the DAC elects to discontinue this program, the DAC may reallocate this funding for other uses that support the DAC's mission.

8. **DAC SUNDAYS AT SCIOTO CONCERT SERIES.** The City shall waive all City service related fees for set up, tear down and parking assistance regarding the DAC Sundays at Scioto Concert Series for up to a maximum of ten (10) times per calendar year.

9. **CITY SERVICES.** The City shall provide the maintenance of its Public Art collection. All other requests for City services, including new installations of Public Art, must be made to the City for consideration and may require a fee.

10. **RECREATIONAL, ARTISTIC AND CULTURAL PROGRAMMING.** The City and DAC shall work cooperatively to provide a variety of arts and cultural opportunities to City residents and visitors. The Parties agree to coordinate programming to complement one another in an effort to avoid duplication of programs and services to the community. The City and DAC further agree to cooperate in reciprocal facility use for recreation and cultural programs.

11. **REPORTING.** DAC shall provide the Clerk of Council with a report of audited financial statements each calendar year. DAC shall provide the Clerk of Council with a copy of the most current DAC Code of Regulations, by-laws, annual budget and board meeting minutes.

12. **PROGRAM UPDATE.** At least twice each year, DAC shall provide Dublin City Council with a presentation regarding its programs, including the uses of the Endowment.

13. **GUIDANCE.** When requested, DAC will provide advice and guidance to the City regarding any works of art to be funded by the City with funds outside of the Endowment.

14. **IMMUNITIES PRESERVED.** By entering into this Agreement, the City does not intend to relinquish or waive any of the immunities it now has or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

15. **NO PERSONAL LIABILITY.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement of any present or future member, office, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

16. **POWERS PRESERVED.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the City's municipal charter or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not

to challenge or contest it, or any provision contained herein.

17. **AMENDMENTS.** This Agreement may be amended only the legislative authority of the City and by means of appropriate legislation authorizing such amendment, if the City's codified ordinances or other Ohio law requires such action. Any amendment, in order to be effective, must be in writing authorized by appropriate legislation passed by the City and approved in an action of the Board of Directors of DAC.

18. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

19. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

20. **DISCRIMINATION.** No discrimination for reason of race, color, religion, sex, national origin, disability, age, or ancestry of any person shall be permitted or authorized by either party to this Agreement.

IN TESTIMONY WHEREOF, the City by its City Manager and DAC by the President of its Board of Directors have each hereunto set their signatures as of the Effective Date.

CITY OF DUBLIN, OHIO

DUBLIN ARTS COUNCIL

By: _____
Marsha I. Grigsby, City Manager

By: _____
April King, President

Approved as to Form:

Stephen J. Smith, Law Director

Exhibit A

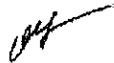
Projected Hotel/Motel Tax

Year	Projected Tax	25% of Projected tax
2009	\$2,086,896.00	\$521,724.00
2010	\$2,128,634.00	\$532,159.00
2011	\$2,171,207.00	\$542,802.00
2012	\$2,214,631.00	\$553,658.00
2013	\$2,258,923.00	\$564,731.00
2014	\$2,304,102.00	\$576,026.00
2015	\$2,350,184.00	\$587,546.00
2016	\$2,397,187.00	\$599,279.00
2017	\$2,445,131.00	\$611,288.00
2018	\$2,494,034.00	\$623,509.00
2019	\$2,543,915.00	\$635,979.00



7125 Riverside Dr., Dublin, Ohio 43016
614/889-7444; www.dublinarts.org

MEMO

TO: Dublin Community Development Committee of the Whole
FR: David S. Guion, Ph.D., Executive Director, Dublin Arts Council 
RE: Public Art site selection process
DA: June 20, 2012

Dublin Arts Council will develop a comprehensive site selection process that engages the community and is designed to preserve and enhance the quality and value of Dublin's comprehensive Public Art collection. Via a thoughtful process for identifying location and themes for new commissions, Dublin Arts Council would consider a host of principles, questions and concepts, including the following:

- How does Public Art support the guiding principles of the City of Dublin Community Plan?
- What is its place in the development and vision for Dublin in 20 years?

*What attaches people to their communities?
What makes a community a desirable place to live?
What draws people to stake their future in it?
Are communities with more attached residents better off?*

Gallup and the John S. and James L. Knight Foundation launched the Knight Soul of the Community project with these questions in mind. After interviewing nearly 43,000 people in 26 communities over a three-year period, the study, which concluded last year, has found that three main qualities attach people to place:

- Social offerings, such as entertainment venues and places to meet
- Openness (how welcoming a place is)
- The area's aesthetics (its physical beauty and green spaces)

(source: www.soulofthecommunity.org)

Overarching Site Selection Principles

1. Maximize the potential visibility of the artwork through placement and selection
2. Maximize the public benefit by providing a sense of place
3. Maximize the educational and implementation potential
4. Maximize the contextual positioning of the artworks via research, development, implementation and evaluation
5. Maximize the potential for easy maintenance and preservation

Site Selection Considerations and Conceptual Relevancies

1. Identify potential sites through fully vetted stakeholder discussions
2. Position site selections within context that support the purpose of the Dublin Art in Public Places Program
3. Develop solid and meaningful criteria for the site selection
4. Formulate meaning and approach to the site as it pertains to educational potential
5. Determination of site features, safety, accessibility and amenities
6. Examination of site's cultural, environmental and aesthetic readiness
7. Consider aesthetic improvement for the community and visitors – enhance quality of life
8. Potential to create emotional bonds to the city via public art
9. Show character of the people who make up the community
10. Consider opportunity for socializing and interaction
11. Emphasize community symbols, linking neighborhoods and sections of the city
12. Connect authenticity to space
13. Emphasize partnerships for development and execution – fully engaged stakeholders.

Dublin Arts Council proposes creation and implementation of a comprehensive site selection plan for the 2014-15 Public Art commission as part of the agreement with the city that is being currently considered. Dublin Arts Council further wishes to open dialogue regarding the potential for revisiting the selection of the current Emerald Parkway Bridge public art project site.