

RESOLUTION NO. 11-003-00

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS,
ADOPTING A POLICY FOR DISPLAY OF ART IN PUBLIC
PLACES; AND PROVIDING FOR RELATED MATTERS.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LEANDER, TEXAS, THAT:**

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Policy Approved. The City of Leander Policy for Display of Art in Public Places attached hereto as Exhibit "A" is hereby approved. The City Manager is authorized to execute from time to time a Loan Agreement in a form substantially similar to that attached hereto as Exhibit "B" that is approved in accordance with the attached policy.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Leander.

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

FINALLY PASSED AND APPROVED on this the 17th day of February, 2011.

ATTEST:


Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS


John D. Cowman, Mayor

EXHIBIT “A”

CITY OF LEANDER POLICY FOR DISPLAY OF ART IN PUBLIC PLACES

PURPOSE

The purpose of this Policy for Display of Art in Public Places is to showcase local artistic endeavors and to encourage public education, dialogue, understanding and enjoyment of visual art.

POLICY

The City of Leander respects freedom of expression in visual art. However, the public places where visual art may be displayed under this policy (the “Public Places”) do not function as a gallery or museum. The City reserves the right to remove or relocate artwork at its sole discretion. Display of artwork in Public Places does not create a public forum.

EXHIBITION LOCATIONS AND LIMITATIONS

The areas where art may be displayed are all City-owned or leased facilities in those areas approved by the City Council upon recommendation by the Leander Public Art Committee (the “Committee”).

Art displayed in these public areas shall be appropriate to an office setting and for viewing by public officials, City employees, and citizens transacting business in the building.

SELECTION AND ELIGIBILITY

Exhibition is by arrangement with the Committee. The Committee may invite organizations or individuals to submit a proposal for an exhibition in the Public Places.

An organization or individual that wants to display an exhibition in one or more of the Public Places must submit a proposal to the Committee. The proposal shall be filed with the City Secretary. A proposal for an exhibition shall include images of the artwork to be exhibited, information about the individual artists, a proposed layout, the insurance value of each piece, any proposed sales materials, and proposed installation methods. The City Secretary or other person designated by the City Manager shall consult with the City’s insurance provider regarding the availability of insurance coverage for the artwork described in the proposal.

The Committee shall review each proposal, and shall send its recommendations regarding acceptance, modification, or rejection of the proposal to the City Council, including recommended exhibition dates. After the City Council acts upon the Committee’s recommendations, the City Secretary or other person designated by the City Manager shall send the proposers written notice of the City’s decision regarding the proposal. The Building Official shall review and approve proposed installation methods. The acceptance letter will include proposed exhibition dates and approved installation methods.

TERMS OF LOAN AND LOAN AGREEMENT

The artwork in an exhibition shall be on loan to the City by the artist or organization at no cost to the City. The individual or organization lending the artwork is responsible for the cost of delivery

and installation of the artwork. The availability of insurance coverage through the City's insurance policy will be provided to both the Committee and the City. Installation must conform to the plans approved by the Committee and the Building Official. The Committee shall decide the placement or arrangement of pieces. Artwork submitted in an electronic or multi-media format may be displayed without the audio portion, if any, at the discretion of the City Manager, and as necessary to conduct business in the Public Places.

Artwork displayed at one or more of the Public Places during an exhibition shall remain in place until the conclusion of the exhibition, unless the Committee approves earlier removal. The organization or artist lending artwork for an exhibition in one or more of the Public Places must provide a suitable replacement of a similar style, subject to the Committee's approval, for artwork removed from an exhibition before its conclusion. The Committee's approval may not be unreasonably withheld.

Each organization or artist lending art for exhibition at one or more of the Public Places shall submit a completed loan agreement to the Committee by filing the same with the City Secretary. The terms of these guidelines are incorporated as part of the loan agreement.

EXHIBITION SCHEDULING

The Committee may reschedule or cancel, as provided in this paragraph, an exhibition at any time before the start date of the exhibition. The City is not responsible for any expense incurred by the organization or artist lending the artwork related to a rescheduled or cancelled exhibition. The Committee may cancel an exhibition on display if the Committee determines the cancellation is necessary to protect the artwork or due to unexpected building use. The Committee may not cancel an exhibition to make room for a different, unscheduled exhibition. The City Manager may cancel or reschedule an exhibition due to an unexpected building use.

REQUIRED DOCUMENTATION

Not later than the 30th day before the date of a scheduled exhibition, the organization or artist lending the artwork must provide the Committee:

- a. A completed loan agreement;
- b. An inventory of work to be exhibited, including the following: information for each piece: the name of the artist, title, media, dimensions, materials used, and insurance value;
- c. A written statement describing the exhibition as the basis for a press release or to be used as a material for guided tours, if any, by the City; and
- d. If the lender wants to waive coverage under the City's insurance policy, a certificate of insurance providing coverage for damage to the art up to the value of the art; provided that the lender and the City may agree that no insurance coverage will be provided by either party if the value of the exhibit is less than \$1,000 and lender executes a release in favor of the City in a form provided by the City.

The Committee may cancel an exhibition if the organization or artist lending the artwork fails to submit the required information on or before the due date. The Committee may not permit installation of an exhibition if the lender has not submitted the required information on or before the date the exhibition is scheduled to begin.

DELIVERY, INSTALLATION, AND DE-INSTALLATION

The organization or artist lending the artwork shall deliver the artwork for an exhibition and all related components, including stands, descriptive summary, and other informational material as required in the loan agreement on the date specified in the loan agreement. All two-dimensional artwork submitted must be framed or mounted and ready to hang. All three-dimensional artwork submitted must be self-supporting or include a stand. Art presented in an electronic or multi-media must be accompanied by appropriate audio and video equipment.

The Building Official shall photograph all artwork upon delivery and prior to installation, and shall document any damage artwork. One Committee member, if available, and the Building Official shall supervise installation of artwork for an exhibition. If a Committee Member is unavailable, one of the City staff members assigned to the Committee shall also supervise installation of the artwork. If approved in writing by the Building Official and the City Manager, a lender may install the exhibition under the Building Official's supervision or provide at least one individual to assist the Building Official's installation of the exhibition. The lender is responsible for any damage to the artwork caused by the lender's installation.

One Committee member, if available, and the Building Official shall supervise de-installation of artwork for an exhibition. If a Committee Member is unavailable, one of the City staff members assigned to the Committee shall also supervise de-installation of the artwork. If approved in writing by the Building Official and the City Manager, a lender may de-install an exhibition or assist the Building Official with dismantling and removing all artwork and other components of an exhibition. The lender is responsible for any damage to the artwork caused by lender's de-installation. The Building Official shall photograph all artwork and document any damage to artwork after de-installation.

The guidelines in this section apply to artwork removed and replaced during an exhibition as apply to the original installation or dismantling of an exhibition.

RELOCATION OR REMOVAL OF ARTWORK

The City of Leander respects freedom of expression in visual art. However, the Public Places do not function as a galleries or museum and are frequented by citizens with diverse opinions and backgrounds who are there to conduct business with the City.

The Committee shall select artwork that is suitable and appropriate in theme and quality to the functions of the Public Places. If the Committee or the City receives a written complaint that a particular work of art is derisive, vulgar, gruesome, or otherwise offensive to visitors, the City Manager shall review the complaint and make a determination. The City Manager retains sole discretion on whether to move or remove artwork subject to a complaint.

If the City Manager moves or removes artwork under this section, the Committee may review the complaint with the artist, if requested by the artist. The Committee may submit its findings to the City Council.

GUIDED TOURS

The Committee may allow guided tours of an exhibition during regular business hours or at other times approved by the City Manager or designee. If guided tours are permitted, the tours guides

shall be trained to conduct the tours in such manner to minimize disruption of City business. The organization or artist lending the artwork on exhibit shall provide written material for use by the tour guides describing the artwork on display, including information about the artist.

SALES

Artwork on display at the Public Places may be for sale by the organization or artist loaning the material provided that any artwork sold remains on display until the conclusion of the exhibition. However, earlier removal may be approved by the Committee.

The lender is responsible for all aspects of a sale transaction on artwork on display at the Public Places. Information on how to contact the lender to purchase artwork may be included on the descriptive label for the artwork, and in supplementary sales material provided at the sole expense of the lender. The Committee must approve any supplementary sales material and the location and display of the material.

The City of Leander does not receive a commission on or compensation from the sale of artwork exhibited at the Public Places.

INSURANCE

The City provides a certain level of insurance coverage through its policy with Texas Municipal League for artwork temporarily loaned to the City for exhibition while it is on the premises under care of city staff (the "Insurance Policy"). The City will take every reasonable precaution to secure the safety of artwork on loan to the City, but is not responsible for damage or theft except as covered in the Insurance Policy. The organization or artist lending the artwork assumes all uncovered risk.

Prior to the beginning of each exhibition, the City Secretary or other person designated by the City Manager shall provide the City's insurance provider with the information necessary to cause the artwork to be covered by the Insurance Policy. The City Secretary or other person designated by the City Manager shall otherwise coordinate with the City's insurance provider to coordinate coverage of the exhibits authorized under this policy. The organization or artist lending the artwork may contact the City Secretary for current levels of insurance under the Insurance Policy and duration of the exhibition eligible for coverage. The artist or owner may waive coverage under the City's policy.

Exhibit B
Loan Agreement

CITY OF LEANDER
DISPLAY OF ART IN PUBLIC PLACES LOAN AGREEMENT
 (due at least 30 days before date of schedule exhibition)

LENDER:

BORROWER:

Lender: _____

City of Leander

Owner: _____
 (if different from above)

Contact Name: _____

Address: _____

Address: 200 West Willis St.

City: _____ ST: _____ Zip: _____

City: Leander ST: TX Zip: 78641

Phone: (Day) _____ (Eve) _____

Phone: _____ Fax: _____

Email: _____

Location(s) where art will be displayed: _____

Address where materials are to be picked up and returned: _____

Does Lender waive coverage under the City's insurance policy? Y / N

If yes, then provide certificate of insurance from Lender's provider.

Do the parties agree to waive all insurance coverage? Y / N
 (Only available for exhibitions valued at less than \$1,000)

If yes, then state value of exhibition:
 \$ _____.

Loan period: Term of loan shall begin on _____ and end on _____ as a loan under the conditions attached.

Artist/Maker	Title	Medium	Dimensions	Insurance Value
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Attach additional pages if necessary, and attach a description of the materials used for each piece.

Please note wear and tear, pre-existing damage, and any condition that might affect the safety in shipping exhibiting work:

All artworks must be picked up on _____ by _____ PM unless other arrangements are made prior to de-installation day.

Lender (or authorized agent): _____

Borrower's Name: City of Leander

Signature: _____

Signature: _____

Date: _____

Date: _____

Artwork(s) named above picked up by whom _____ Date picked up: _____

CITY STAFF: Contact _____, _____ (title), at _____ for questions regarding insurance coverage for art under the City's Texas Municipal League Insurance Policy. When the work is picked up and removed from city property, please contact _____ to have the work unlisted with the insurance policy.

CONDITIONS GOVERNING LOAN OF ART TO CITY OF LEANDER:

Objects lent to the City of Leander (the "City") shall remain in its possession for the time specified on the face of this agreement unless specific arrangements are made for extension of the loan in accordance with the City of Leander Guidelines for Display of Art in Public Places (the "Policy"). Objects may be withdrawn from exhibition only by mutual consent of the lender and the City or when the object is a safety hazard, in accordance with the Policy.

CARE AND PRESERVATION

The City shall take every reasonable precaution to secure the safety of the artwork on loan to the City, but is not responsible for damage or theft. Evidence of damage to objects at the time of receipt or while in the City custody will be reported immediately to the lender. No alteration, restoration, or repair of objects will be undertaken without the written authorization of the lender. The lender certifies that the objects lent are in good condition and will withstand ordinary strains of packing and transportation.

TRANSPORTATION AND PACKING

Cost of transportation and packing will be borne by the lender. The method of shipment and delivery is borne by the lender. Materials included in this loan shall be packed for shipment by an experienced and competent packer. The City is not responsible for objects during shipping or delivery.

INSURANCE

Unless otherwise instructed in writing or provided otherwise in this agreement, the City's insurance policy will provide coverage for objects on loan to the City for the amount specified on the face of this agreement, against all risks of physical loss or damage from covered perils while on location during the period of the loan. This coverage is subject to the deductible as indicated in the insurance policy. **The City will pay for damages up to the maximum deductible amount for objects damaged while on loan to the city and located at a City-owned or leased facility, unless the damage is caused by lender's intentional or negligent acts or omissions.** The City will be responsible for borrowed items only during the term of the loan.

The policy referred to and the coverage provided hereunder is subject to the exclusions stated in the policy. A certificate of insurance will be sent upon request.

If the lender waives coverage under the City policy and chooses to maintain his/her own insurance, the City must be supplied with and approve a certificate of insurance naming the City as an additional insured, and waiving subrogation against the City, unless the exhibit is valued at less than \$1,000 and the parties agree to completely waive insurance coverage. If the lender chooses to maintain his/her own insurance, this loan agreement shall constitute a release and hold harmless of the City and each of its officers, agents, employees, and contractors from any liability in connection with this agreement. Further, the lender and the owner shall indemnify the City, its officers, employees, agents, representatives and successors from any and all manner of actions and causes action, rights, suits, covenants, contracts, agreements, judgments, claims and demands, whether in law or in equity, resulting from his agreement. The City does not accept responsibility for any error or deficiency in information furnished to the lender's insurer or any lapses in coverage. By mutual consent of the Lender and City, the City may disclaim liability for items valued at less than the City's insurance deductible.

PUBLICITY AND PHOTOGRAPHY

Unless the City is notified in writing to the contrary, it is understood that the objects on loan may be photographed and reproduced in City publications and for publicity purposes connected with the exhibition.

INSPECTION OF ARTWORK

Lender shall inspect the artwork at the time lender picks up the artwork and shall advise the City of any damage to the art at that time.

COMPLIANCE WITH POLICY

The City and the lender shall comply with the terms of the Policy, which is attached hereto and incorporated herein by reference for all purposes.