

City of Fayetteville Staff Review Form

2014-0343

Legistar File ID

August 19th, 2014

City Council Meeting Date - Agenda Item Only
 N/A for Non-Agenda Item

Brian Pugh

7/31/2014

Recycling & Trash Collection /
 Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with John Stalling Studio in the amount of \$9,400.00 for an Art Sculpture at the Marion Orton Recycling Drop Off Center and to approve a Budget Adjustment.

Budget Impact:

5500.5060.5342.00		Recycling and Trash	
Account Number		Fund	
n/a		n/a	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 145,000.00
		Funds Obligated	\$ 58,217.09
		Current Balance	\$ 86,782.91
Does item have a cost?	Yes	Item Cost	\$ 9,400.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 800.00
		Remaining Budget	\$ 78,182.91

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: Art Sculpture project at Marion Orton Recycling Drop Off Center

[Signature] 8/5/14

Paul A. Barber 8-5-2014

Don Man 8-5-14

[Signature]

ENTERED
8/5/14

ENTERED
8/5/14



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19TH, 2014

TO: Mayor and City Council

THRU: Terry Gulley, Transportation Services Director
Jeff Coles, Recycling and Trash Director

FROM: Brian Pugh, Waste Reduction Coordinator

DATE: July 31st, 2014

SUBJECT: Approve of a contract with John Stalling Studio in the amount of \$9,400.00 for an Art Sculpture at the Marion Orton Recycling Drop Off Center and to approve a Budget Adjustment.

RECOMMENDATION:

Approve of a contract with John Stalling Studio in the amount of \$9,400.00 for an Art Sculpture at the Marion Orton Recycling Drop Off Center and to approve a Budget Adjustment.

BACKGROUND:

The Recycling and Trash Collection Division is sponsoring a public art project for the Marion Orton Recycling Drop Off Center located at 735 W. North Street. The art project is for a sculpture to be placed along the Skull Creek Trail on the south side of the Marion Orton center.

DISCUSSION:

A Request for Proposal was released to the Art communities in the state and surrounding states on May 1st 2014 and a selection committee was developed from City staff, one alderman and a representative from the Fayetteville Arts Council. The selection committee convened on June 11th and reviewed 9 selections. The selection committee choose John Stalling, a local artist from Eureka Springs. In his description of work he describes the sculpture as emphasizing how recycling and nature are interconnected using symbols as a metaphor. A tree made from a concrete base with rebar as vines around the bottom trunk and overlapping aluminum cans to give a bark effect transitions into a large three branched tree which becomes the cradle for a large 8 foot recycling symbol. The branches will have aluminum cans cut in the shape of leaves and attached to the branches with a type of pin and hole technique that allows each leaf to quiver and reflect light in the breeze.

The Fayetteville Arts Council unanimously approved the project at their last meeting on July 16th. Included in this project is a donation in the amount of \$800 that was received from a 2013 Earth Day fundraiser by McNair Middle School. The revenue was receipted into a miscellaneous revenue account in 2013 and moved into a Use of Fund Balance account at the end of 2013. The \$800 is now being requested in order to fulfil the obligation from the City to use the \$800 as part of this project.

BUDGET/STAFF IMPACT:

This project was budgeted in 5500.5060.5342.00 and will also include \$800 from the Use of Fund Balance and recognized in a budget adjustment. The total cost of the project is \$9,400.

Attachments:

Budget Adjustment
Purchase Order
Contract
Proposal

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH JOHN STALLING STUDIO IN THE AMOUNT OF \$9,400.00 FOR AN ART SCULPTURE TO BE INSTALLED AT THE MARION ORTON RECYCLING DROP OFF CENTER, AND TO APPROVE A BUDGET ADJUSTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a contract with John Stalling Studio in the amount of \$9,400.00 for an art sculpture to be installed at the Marion Orton Recycling Drop off Center.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville - Purchase Order Request (PO)
(Not a Purchase Order)
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Vendor #: 24728	Vendor Name: John Stalling Studio	Mail <input type="checkbox"/> Yes <input type="checkbox"/> No	Legistar#: 2014-0343
Address:		FOB Point:	Expected Delivery Date:
City:	State:	Zip Code: Ship to code: 170	
Requester: Brian Pugh		Requester's Employee #: 2133	Extension: 7685

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Art Sculpture at Marion Orton Recycling Drop Off Center	1	Job	9,400.00	\$9,400.00	5500.5060.5342.00			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:	Subtotal: <u> \$9,400.00</u> Tax: <u> \$0.00</u> Total: <u> \$9,400.00</u>
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Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Chief Financial Officer: _____	Budget Director: _____	IT Director: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____

Contract for Commission of Public Art

THIS AGREEMENT, dated as of **July 21st, 2014** is made by and between the City of Fayetteville, an Arkansas municipal corporation (the “City”), and **John Stalling** (the “Artist”).

WHEREAS, the City has allocated funds for the acquisition of artwork (the “Work”) to be installed at the Marion Orton Recycling Center, 735 W. North Street, Fayetteville, Arkansas; and

WHEREAS, a request for proposal was issued by the City on **May 1st, 2014** and the City selected the proposal submitted by **John Stalling**

NOW THEREFORE, the parties mutually agree as follows:

1. **Description of the Artwork - Submitted by John Stalling**

The idea behind this proposal is to emphasize how recycling and nature are interconnected using symbols as metaphor. When a bridge is demolished, the pieces of concrete with twisted rebar are removed and disposed of. This gave me the idea of using a fragment of broken concrete as the foundation for the roots of a tree to spring from.

Being an artist blacksmith in Eureka Springs, I would start forging the rebar to transition into roots that move up into the tree as roots and vine. The trunk of the tree would be barked with flattened, overlapping aluminum cans introducing color and producing an interesting bark effect. I see the trunk of the tree extending up 10 feet where it divides into three branches. The three branches become the cradle for the recycling symbol. The limbs continue to extend out and beyond the symbolic recycling structure, which is basically an 8 foot equilateral triangle, another 3 to 4 feet making the overall width of the canopy 14 to 15 feet width and 2 foot depth.

The tapering branches made from forged stainless steel will have a combination of stainless steel leaves, and road reflectors disks and will be supported with a type of pin and hole technique, allowing each reflector and leaf to quiver in the breeze and reflect light.

The overall effect of the sculpture can be easily understood as a metaphor for the connection between recycling and nature. Kinetic sculpture has a compelling aesthetic presence about it and can support the visual experience; however I believe this sculpture could be very effective as a stationary work.

My occupation of metal smith supports this project in a targeted way, as you may see by the some of the pictures of work I have sent. My living close by in Eureka Springs is also huge plus geographically for all concerned. I would to like to sincerely thank the juror’s for their consideration.

2. **Permanent Location.** Marion Orton Recycling Center, 735 W. North Street, Fayetteville, Arkansas.

3. **Changes in Design.** The Artist shall create the Work in accordance with the proposed and approved design. Recognizing that the change in scale from model/maquette to full scale

may require adjustments, the Artist has the right to make minor changes in the Work that are structurally and aesthetically necessary. Any change in scope, design, or material that significantly alters the original and approved concept and design of the Work or affects installation, scheduling, site preparation, location or maintenance for the Work shall require the prior review and written approval of the City. Approval of the design shall be in writing addressed to Artist.

4. **Site Preparations.** The City shall provide a concrete pad on the site. The Artist shall be responsible for the delivery and transportation of the Work to the site, and for all expenses, labor and equipment to prepare the Site for the timely installation of the Work. Artist shall be responsible for ensuring that the site is sufficient to support the Work prior to installation. Once installation has begun, the site shall be deemed approved by the Artist.
5. **Price.** As payment for the services of the Artist and for the completed Work, the City will pay the Artist a total of **\$9,400** which shall constitute full compensation from the City to the Artist for all costs incurred in the design and creation of the Work, including, but not limited to fees, materials, labor of the Artist and the Artist's assistants and contractors, studio and operating costs applicable to this project, travel costs for the Artist to visit and research the Site, transportation of the Work to the Site, and any costs incurred by the Artist for installation of the Work at the Site.
6. **Installation and Time Schedule.** The Artist will coordinate all Site preparation, installation plans, and timetables with the City. The Artist shall deliver and complete installation of the Work no later than **November 10, 2014** (the "Completion Date"). All arrangements for, and costs of insurance and transportation of the Work to the Site are the responsibility of the Artist.

In the event that, through the fault of the Artist (as determined by the City), the Work is not completed and installed by the Completion Date, the amount of 10% of the balance due shall be deducted every fourteen calendar days until the installation is completed. The Artist may request an extension of the Completion Date from the City. Requests for extensions must be in writing and be submitted within 10 days of Artist's knowledge of a delay, but no later than fourteen calendar days prior to the Completion Date. If the extension is granted, a new Completion Date shall be agreed upon in writing and such change shall not affect any other provisions of this Agreement. In recognition of the significant engineering and infrastructure components involved in the Work, requests for extensions of time shall not be unreasonably refused.

7. **Official Acceptance.** Payment to the Artist may not occur until the City has accepted the Work. Such acceptance by the City may occur only after the Artist has complied with all of Artist's obligations hereunder. The City will examine the final installed Work and take official ownership by sending a letter of acceptance of the Work to the Artist.
8. **Inspection and Review.** The City reserves the right to inspect and review the Work upon

reasonable notice at any time while materials for the Work are on the Artist's premises or in transit.

9. **Artist as Independent Contractor.** The Artist agrees to perform all work and services under this Agreement as an independent contractor and not as an agent or employee of the City. Any and all employees of the Artist engaged in the performance of any work or services required by the Artist under this Agreement shall be considered employees of the Artist only. The Artist shall furnish all supervision, labor, supplies, materials, insurance, and other incidentals needed to complete this Agreement.
10. **Public Notice.** The City shall prepare and install at the site a plaque identifying the Artist and title of the work.
11. **Warranties.** The Artist warrants that the Work is the original product of the Artist's own creative efforts. The Artist also warrants that the Work is unique and that the Work or a duplicate thereof has not been accepted for sale elsewhere, unless, as stipulated to the City at the time this Agreement is signed, the Work is known by the City as one of a limited edition.

The Artist warrants that the execution and fabrication of the Work will be performed in a professional manner and that the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work. The Artist shall guarantee and maintain the Work from faults of material and workmanship for a period of one year after the acceptance date.

The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the proposal for the Work previously approved.

12. **Assignment of Work.** The Work and services required of the Artist under this Agreement are personal and shall not be assigned, sublet, or transferred. This shall not prohibit the Artist from employing or subcontracting qualified personnel who shall work directly under the Artist's supervision.
13. **Indemnity and Liability.** The Artist does release and agree to save and hold harmless the City, and its officers, officials, members, agents, and employees from any and all causes of action, suits in law of equity, or demands or claims, or from any liability of any nature arising out of the construction and creation of the Work and from any obligations made by the Artist or the Artist's agents and/or employees. All risks for damages, theft, vandalism, and Acts of God to the Work are the responsibility of the Artist during any and all operations, including creation, transit and storage by the Artist, which take place on other than the Site. In case of accident to or destruction or damage to the Work while the Work is being created, transported or stored by or on behalf of the Artist, the Artist shall re-fabricate the Work under the same terms and conditions as set forth in this agreement.

The Artist shall be responsible for all damage, claims, and liability arising from, growing out of damages caused by the Artist or the Artist's employees or claims that may occur as a result of the Artist's breach of warranties provided in Section 11.

14. **Compliance with Laws.** The Artist shall observe and comply with all applicable statutes, orders, ordinances and regulations of the City, the County of Washington, the State of Arkansas, the federal government and any other governmental authority having jurisdiction over the site or the Work.
15. **Copyright.** The Artist hereby transfers to the City every right available to the Artist in common law, under the Federal Copyright Act, or other applicable state or federal law, and all other rights in and to the work. The City shall have the right to photographically or mechanically reproduce the Work for sale without written agreement of the artist. All reproductions of the Work by the City shall contain a credit to the Artist. The City agrees that Artist may use photographs of the Work for purposes of advertising and promotion or inclusion in publications about Artist or Artist's works. The Artist agrees to give credit in the following form: "Original owned by City of Fayetteville, Arkansas" in any public showing of any reproductions or photographs of the Work.
16. **Alteration of the Work.** The City agrees that it will not intentionally alter, modify or change the Work without the prior written approval of the Artist. If any changes, alterations or modifications occur to the Work after it has been completed and installed, including any change in the interrelationship or relative locations of parts of the Work, the Work will no longer be represented as the Work of the Artist upon receipt of a written request to that effect from the Artist.

Nothing in this section shall preclude any right of the City to: 1) remove the Work from public display or 2) destroy the Work. If the City shall at any time decide to destroy the Work, it shall, by notice to the Artist, offer the Artist a reasonable opportunity to reacquire the Work at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction.
17. **Relocation.** The Work shall be placed on the Site designated in Section 2 of this Agreement. Should the Site prove to be unacceptable or unavailable to the City after the signing of this Agreement, an alternative site may be chosen by the City.
18. **Termination.** In the event this Agreement is terminated by the City without fault on the part of the Artist, the Artist shall be entitled to a final payment or settlement as set forth in either of the following, at the option of the Artist:
 - A. The Artist shall be paid an amount equal to the percentage of the Work completed at the time the Agreement is terminated as determined by mutual agreement between the City and the Artist. The Artist shall deliver to the City the Work in whatever form it exists at the time of termination which shall then become the

property of City for use without restriction, except that it shall not be represented to be the completed Work of the Artist; or

- B. The Artist may refuse payment and retain the Work, together with any models, plans, or drawings and all materials and supplies purchased for the Work, for the Artist's own use without restrictions.

In the event this Agreement is terminated by City for fault on the part of the Artist, or because of the disability of the Artist; or is terminated automatically because of the death of the Artist; or in the event of any breach of its terms by the Artist, the City may select and impose either of the options that would have been available to the Artist in this Section. Exercise of either of these options by the City shall not prevent the City from pursuing a remedy otherwise available to it in law or equity.

19. **Modifications of this Agreement.** No alterations, changes or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.
20. **Payment.** Payment shall be issued to the Artist within thirty days after official acceptance by the City. However, a completed IRS Form W-9 must be provided to the City prior to any payment being issued.
21. **No Waiver.** No failure to exercise, and no delay in exercising, any right, power, or remedy hereunder on the part of the City or Artist shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Artist therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
22. **Controlling Law.** This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas.
23. **Entire Agreement.** This Agreement represents the entire agreement between City and Artist.

IN WITNESS WHEREOF, the undersigned hereunto set hands and seals, this 22nd
day of July, 2014.

ARTIST

CITY OF FAYETTEVILLE

APPROVED:

APPROVED:

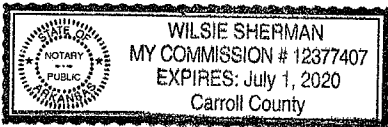
By: John Stalling
(Artist Name)

By: _____
Lionel Jordan, Mayor

Date: July 22, 14

Date: _____

ATTEST:



By: _____
Sondra E. Smith, City Clerk

Wilsie Sherman

◆ JOHN STALLING ◆

22 Forest Lane, Eureka Springs, Arkansas 72632 ◆ Cell: 479-253-3353
jstallingstudios@sbcglobal.net

Proposal for Recycling Sculpture

The idea behind this proposal is to emphasize how recycling and nature are interconnected using symbols as metaphor. When a bridge is demolished, the pieces of concrete with twisted rebar are removed and disposed of. This gave me the idea of using a fragment of broken concrete as the foundation for the roots of a tree to spring from.

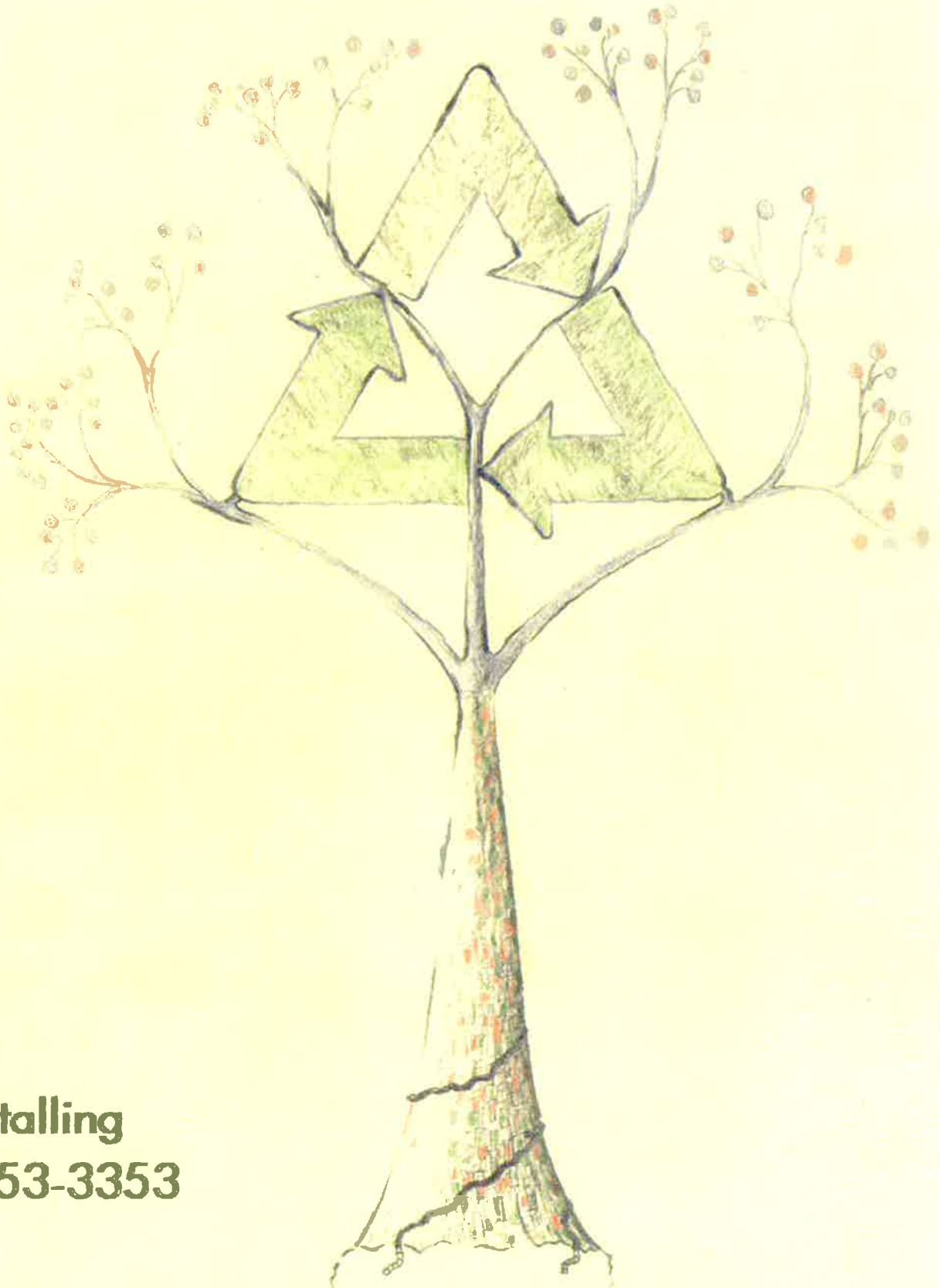
Being an artist blacksmith in Eureka Springs, I would start forging the rebar to transition into roots that move up into the tree as roots and vine. The trunk of the tree would be barked with flattened, overlapping aluminum cans introducing color and producing an interesting bark effect. I see the trunk of the tree extending up 10 feet where it divides into three branches. The three branches become the cradle for the recycling symbol. At the point of the separation of trunk and branches, a tapered shaft and bearing is installed which allows the entire upper canopy with the recycling symbol structure, made from 12 inch round stainless steel, to rotate freely in the breeze by adapting the forms to catch the wind movement. (I have just installed a 22 foot kinetic sculpture in Eureka at the new restaurant Fresh on north main and am interested in exploring further the possibility of movement in my sculpture.)

The limbs continue to extend out and beyond the symbolic recycling structure, which is basically an 8 foot equilateral triangle, another 3 to 4 feet making the overall width of the canopy 14 to 15 feet width and 2 foot depth.

The tapering branches made from forged stainless steel will have road reflector disks and aluminum can leaves that have been crushed vertically to produce leaf or berry forms and will be supported with a type of pin and hole technique, allowing each reflector and leaf to quiver in the breeze and reflect light.

The overall effect of the sculpture can be easily understood as a metaphor for the connection between recycling and nature. Kinetic sculpture has a compelling aesthetic presence about it and can support the visual experience; however I believe this sculpture could be very effective as a stationary work.

My occupation of metal smith supports this project in a targeted way, as you may see by the some of the pictures of work I have sent. My living close by in Eureka Springs is also huge plus geographically for all concerned. I would like to sincerely thank the juror's for their consideration.



John Stalling
479-253-3353

Dimensions: 20' H x 14' W x 4' diameter @ base

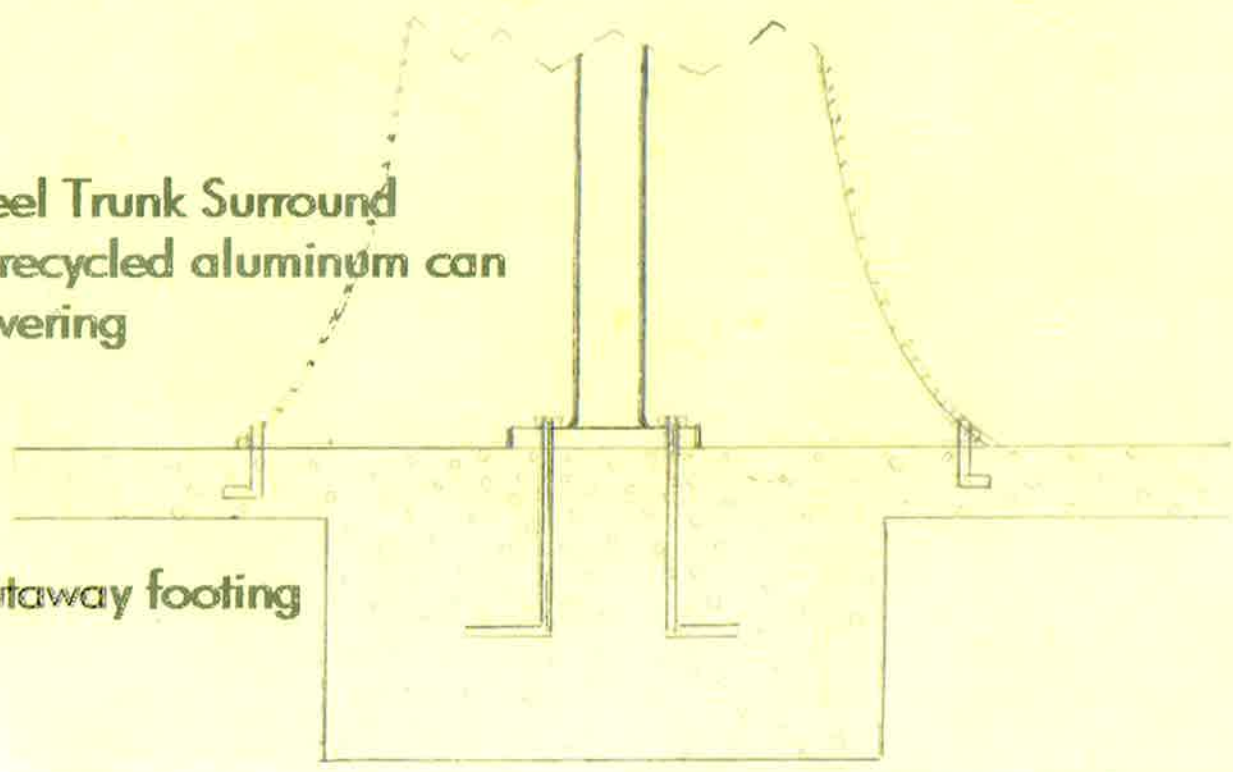
Bearing Assembly



Steel Center Support Column

Steel Trunk Surround
w/recycled aluminum can
covering

Cutaway footing



◆ **JOHN STALLING** ◆

22 Forest Lane, Eureka Springs, Arkansas 72632 ◆ Cell: 479-253-3353
jstallingstudios@sbcglobal.net

Materials list with labor cost ——— excluding concrete

1. Welding, forging and assembly—————	\$4800.00
2. Stainless Stainless and all other metal material cost—	\$1900.00
3. Bearing and assembly costs —————	\$ 900.00
4. Coatings—————	\$ 200.00
5. Transportation and installation—————	\$ 600.00
6. Design—————	<u>\$1000.00</u>
 Total—————	 \$9400.00