

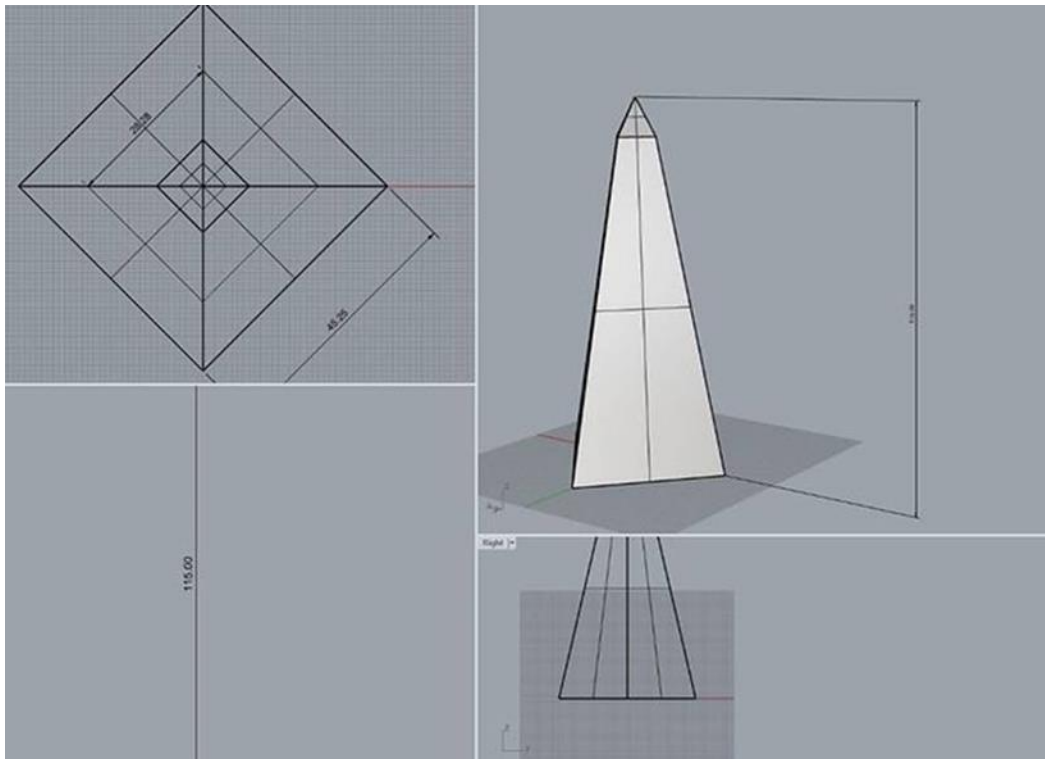
COUNCIL ACTION FORM

SUBJECT: **AGREEMENT TO PLACE “BLACK’D OUT BOOKS” SCULPTURE
IN FRANKLIN PARK**

BACKGROUND:

On March 8, 2022, the City Council reviewed a request from Cameron Gray to place a sculpture in a City park which would function as a free library. The Council directed staff to work with Mr. Gray to discuss the details of the project further and develop an agreement.

The sculpture is proposed to be an obelisk shape with a free library incorporated into it. The sketches provided by Mr. Gray indicate the obelisk is to be approximately 45 inches per side and 9.5 feet in height, placed on a concrete slab. Mr. Gray would work with an architect to ensure the design and materials are structurally sound.



Staff from the City Manager’s Office and Parks and Recreation Department met with Mr. Gray and identified a location in Franklin Park that is suitable for the placement of the sculpture. The Franklin Park location was selected because it is in an area the Census indicates has a higher proportion of black residents. The free library aspect of the

sculpture would include a book collection curated by Mr. Gray and focusing on black literature.



Staff utilized the loan agreement used for the Ames Annual Outdoor Sculpture Exhibition (AAOSE) as a model for the agreement with Mr. Gray. **According to the loan agreement, Mr. Gray would own the sculpture and loan it to the City as an exhibition from October 1, 2022 through September 30, 2027 (five years).** Prior to the conclusion of the contract, the City and Mr. Gray can agree to extend the exhibition for a specified period of time. Mr. Gray will be responsible for any maintenance required for the sculpture.

In discussing the agreement specifics this summer, Mr. Gray indicated to City staff that he is concerned about the possibility of this sculpture becoming a target for vandalism, and he has requested that the City install security cameras. A letter from Mr. Gray is attached.

The Parks and Recreation Department has generally not installed cameras on a proactive basis in any of the parks. Trail cameras have, however, been used in areas where evidence of vandalism has been observed, which has been helpful in identifying the perpetrators.

If the Council wishes to install security cameras, staff would require direction as to whether to pay for their installation from Parks and Recreation funds or from some other source.

ALTERNATIVES:

1. Approve the loan agreement with Cameron Gray to place “Black’d Out Books” in Franklin Park.
2. Approve the loan agreement with Cameron Gray to place “Black’d Out Books” in Franklin Park, and direct staff to explore the feasibility and cost of installing a security camera as requested by Mr. Gray.
3. Do not approve the loan agreement, and do not proceed with the project.

CITY MANAGER’S RECOMMENDED ACTION:

The loan agreement prepared by staff is based on similar loan agreements for public art that will remain under the artist’s ownership. Mr. Gray has signed and returned the agreement.

The City’s parks do not have security cameras operating on a regular basis, unless there is an area actively experiencing vandalism or another justification to install cameras on a short-term basis. Based on this practice, staff believes the sculpture agreement should be approved without installing cameras. In the event that a situation occurs with the sculpture (i.e., vandalism or other damage), then staff would be supportive of revisiting the discussion regarding cameras.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

Dear City Council Members,

Firstly, I would like to thank you all for the opportunity to bring my community project to fruition. For the past six months, I have really truly immersed myself in the community surrounding the park, and the project has been met with resounding excitement. I truly believe that it will do such great work in their neighborhood, but also connect Ames in a way that it has rarely seen.

Through the development of this project and have had countless interviews pertaining to the project and with most things that are trying to bring forth change, the reception has been wonderful amongst people. As expected, there are people who have other thoughts as well. For example, after the story in the Ames Tribune was published, in one of the comment posts on a news website, which read, "Good Target Practice." There were other comments, but as you might assume, this one stuck out. I have attached an image and the address below.

Due to comments and people who might feel the same sentiment, I am asking that we could consider installing cameras that have the sculpture in full view. I believe this action would deter people from any acts of vandalism and ensure the safety of patrons and citizens of the park who choose to interact with library.

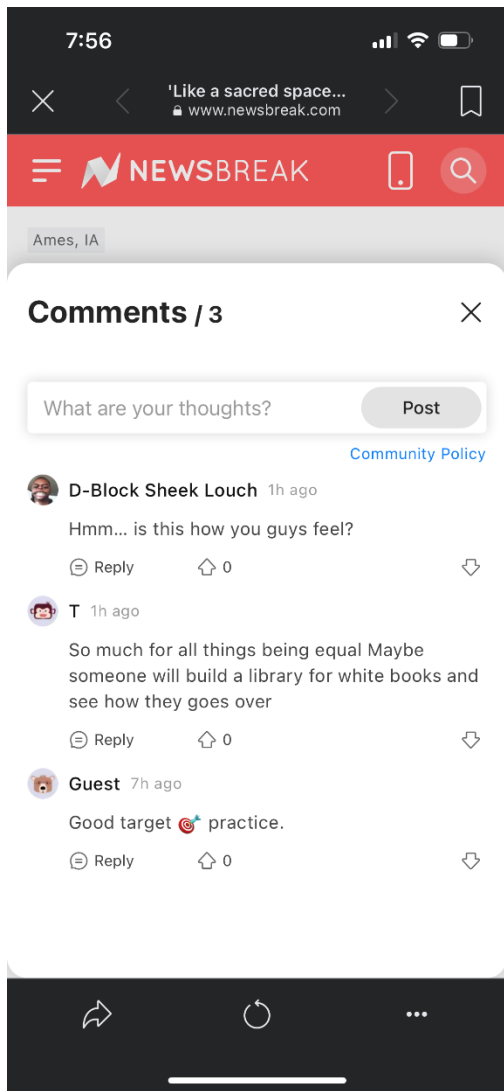
Understanding that we live in a different world these days, I can't help but to associate any vandalizing act as a "hate crime." We have no space for that kind of comments and people in our community. As the place that I have chosen to be my permanent place of residence, I feel it's important to know that my presence here is not a threatening, and that I should feel safe being my unapologetic self. Having the cameras would allow us to identify anybody who wants to act in this manner submit them to the authorities. I believe this will also send a powerful message that Ames is a place that welcomes diversity, and that there is no space for bigotry and racism in this community.

I truly hope you strongly consider my request and it was a thought that I believed to not be necessary during my inception of this project, but I also understand that we must be vigilant and prepared for the worst.

I want to thank you all for your strong considerations and believing in the dream of this project in hopes to bring Ames into a more diverse, equitable, and unified community.

Best,

Cameron Gray



LOAN AGREEMENT

This Loan Agreement is made on the ____ day of _____, 2022, between the CITY OF AMES, IOWA, the exhibitor, herein referred to as the City, and CAMERON GRAY, 505 Northwestern Avenue, Ames IA 50010 (cgrayprints@gmail.com), herein referred to as "Lender."

I. EXHIBITION

The City, for the purposes of fostering appreciation of literature and the arts, with particular regard to the experiences, stories, and contributions of African-Americans to literature and the arts, and for the purpose of giving artists an opportunity to display their work in public, and for the purpose of enhancing the experience of Ames residents in the parks system of the City, will exhibit a certain outdoor artwork as herein described on City property for an exhibition period beginning October 1, 2022, and ending September 30, 2027, or as soon after these dates as practicable. The artist, as Lender, has voluntarily submitted the artwork described below for display, and this artwork has been selected by the City for display in the exhibition.

II. DESCRIPTION OF ARTWORK

Title of work:	<u>Black'd Out Books</u>
Medium:	Sculpture
Material:	Powder-coated Steel
Height:	115 inches
Width:	45.5 inches
Depth:	45.5 inches
Approximate weight:	1,800 lbs.
Date (if dated):	2022
Declared value:	\$6,000

III. CONSIDERATION

The consideration between the parties shall be the mutual benefit each will derive from the public exhibition of the artwork being loaned.

IV. DURATION OF LOAN

The artwork described in this Agreement will not be released from loan from the time it is delivered to the City until the time of removal from the exhibition or the termination of the exhibition plus a reasonable allowance for removal, except by prior written agreement between the parties. At least 90 days prior to the termination of the exhibition on the date described above, the parties may agree to extend this loan agreement for a period of time by indicating so in writing and identifying a mutually agreeable revised termination date.

It is hereby agreed between the parties that the City is entitled to exclusive possession of the artwork until the artwork has been released from loan. Unless otherwise notified in writing by

the Lender, the City will surrender the artwork only to the Lender. If the City is unable to return the artwork to the Lender within a reasonable period following the expiration of the exhibition, and no special arrangements have been made, then the City shall have the right to dispose of the artwork in any manner whatsoever. The City will not dispose of the artwork without sending notice via certified mail to the Lender at least 30 days in advance of the disposal. In the event that ownership changes during the period of the loan, the new owner is required to establish his/her legal right by proof satisfactory to the City. This Agreement is binding upon and shall inure to the benefit of the parties, heirs, executors, administrators, representatives, successors, and assigns.

V. INSTALLATION AND REMOVAL

The Lender agrees to work with the City in planning for and installing the artwork prior to the exhibition opening and will promptly remove the artwork after the conclusion of the exhibition. However, it is expressly understood and agreed that the acceptance and installation of the subject artwork is conditioned upon the feasibility of a safe and secure installation on public property within the parks system of the City. If, after arrival of the artwork in the City, it is determined that because of inherent qualities or attributes of the artwork it is not feasible, consistent with budgeted resources, to safely and securely install the artwork in a site in the parks system of the City, the City shall be under no obligation to do so. In such case, the artwork shall be retrieved from the City by the Lender within 10 days of notification by the City, and the City and Lender shall be mutually released from any and all obligations under this agreement.

VI. TRANSPORTATION AND DELIVERY

Transportation and delivery from the Lender to the City shall be the responsibility of the Lender. Delivery will be complete when the Lender assists the City with installation of the artwork in Ames, Iowa. Return to the Lender shall occur at the same location as delivery.

VII. CARE AND SAFEKEEPING

The artwork will receive the same degree of care and preservation given to comparable outdoor, weather-exposed objects owned by the City, but the City will assume no responsibility for loss or damage due to theft, malicious mischief, negligence, carelessness, acts of God or other causes, unless specifically covered by insurance, but then only to the limits of such insurance. Lender agrees to indemnify, save and hold harmless the City from any and all losses, damages, suits, actions, claims or expenses of every kind arising out of loss or damage, unless specifically covered by insurance, as set forth in Section X of this Agreement. In the event of any loss or damage of the artwork resulting in payment to Lender by the City or the City's insurance, Lender agrees that the City shall be subrogated to, and the Lender shall assign to the City all of the Lender's rights of recovery against any person or entity, including the right to bring a suit against any person or entity in conjunction with the payment for the loss or damage.

VIII. REPAIR

In the event that either the City or the Lender decides that the artwork requires repair in order to preserve public safety or to preserve the artwork, the Lender shall be given the first

opportunity to make the necessary repairs under City supervision and within a reasonable time under the prevailing circumstances. If the Lender has not completed satisfactory repairs in a reasonable time after notification that such repairs are required, then the City reserves the right to repair the artwork or to remove it to a safe location for storage. Except for the repairs specified herein, the City will not clean, retouch, or alter the artwork without consent of the Lender.

IX. CITY DISCRETION

In the event that, in the City's discretion, the artwork presents a hazard to public safety, maintenance of the park, or activities within the park, the City may remove the artwork and place it in storage. The City will make efforts to notify the Lender in advance of the removal.

X. INSURANCE AND LIABILITY

The City will insure the artwork against casualty loss at a value declared by the Lender, but the amount specified by the Lender must reflect fair market value, and insurance coverage shall in no instance exceed \$10,000 per artwork. At the City's option, the City may self-insure the artwork, but in no instance shall the City's liability for casualty loss exceed \$10,000 per artwork. The Lender agrees that in the event of loss or damage, recovery shall be limited to such amount, if any, determined by the insurer, hereby releasing the City from any further liability for claims arising from the loss or damage, and save and hold harmless the City from any and all losses, damages, suits, actions, or expenses of any kind arising out of any casualty to said artwork.

XI. PUBLICITY

The artwork may be photographed or otherwise graphically reproduced by the City for educational purposes. It is understood between the parties that artworks in the exhibition may be photographed by the general public.

XII. INTERPRETATION AND CONFLICT OF LAWS

This Loan Agreement cannot be modified except by written instrument and it shall be interpreted according to the laws of the State of Iowa.

Lender acknowledges that they have full power to make this loan, that they have read the conditions contained in this Loan Agreement, and that they agree to abide by the terms and conditions contained herein.

IN WITNESS HEREOF:

LENDER:

CITY OF AMES

BY: _____
Cameron Gray

BY: _____
Brian Phillips, Assistant City Manager

DATE: _____

DATE: _____