



Agenda - Wednesday, May 8, 2024 - 2:00 PM
Meeting Location: City Hall, 324 Pine Street, 2nd Floor Media Room

CALL TO ORDER

ROLL CALL

- I. Acknowledgement of Guests

MINUTES

- II. Approval of Minutes from April 10, 2024 Meeting

OLD BUSINESS

- III. Black Heritage Project Update & Signage
- IV. Dorsett Park Mural
- V. Virtual Tour Guide & QR Codes vs. Map on Website
- VI. Bahamian Sponge Hooker Project
- VII. CRA Mural Project
- VIII. City Clerk Building
- IX. Budget Update & Developer Contributions

NEW BUSINESS

- X. Dr. Mary Safford Statue
- XI. Mural Mosaic Project - Dawn Arbetello

STAFF/COMMITTEE/PUBLIC COMMENTS & ANNOUNCEMENTS

Speakers are requested to keep comments to a maximum of 4 minutes.

- XII. There is a 4-minute time limit for staff, PAC member and/or public comments.
There is no verbal engagement by staff or PAC members to a public comment.

ADJOURNMENT

- XIII. The next Regular Meeting is Wednesday, June 12, 2024 at 2:00 PM in the 2nd FL Media Room.
Adjournment Time

MINUTES
TARPON SPRINGS PUBLIC ART COMMITTEE (TSPAC)
April 10, 2024

THE PUBLIC ART COMMITTEE OF THE CITY OF TARPON SPRINGS MET INSIDE THE UPSTAIRS MEDIA ROOM AT CITY HALL ON WEDNESDAY, APRIL 10, 2024, AT 2:00 P.M. WITH THE FOLLOWING PRESENT:

JOAN JENNINGS	CHAIR
NICHOLAS TOTH	MEMBER
ELENI CHRISTOPOULOS	MEMBER
SONJA MCGRATH	MEMBER
KATIE TAYLOR	ALTERNATE MEMBER

ALSO PRESENT:	DIANE WOOD	TSPAC LIAISON
	MEGAN MCINTYRE	MINUTE TAKER

GUESTS:	ELIZABETH INDIANOS
	THELMA CHANCE
	SARA FELICE

ABSENT:	GRAHAM JONES	MEMBER
	DAWN ARBETELLO	ALTERNATE MEMBER

I. OPENING PROCEDURES

- A. **Call to Order:** Chair Jennings called the meeting to order at 2:03 p.m.
- B. **Roll Call:** Ms. McIntyre called the roll. Ms. Christopoulos is running late. Ms. Arbetello is absent. Mr. Jones has an excused absence.
- C. **Guests:** Elizabeth Indianos, Thelma Chance, Sara Felice, Stephen Oliver
- D. **Approval of Meeting Minutes:**

APPROVAL OF MEETING MINUTES (March 13, 2024): (8:10)

Motion to accept the minutes for the March 13th PAC meeting as recorded.

MOTION: MR. TOTH

SECOND: MS. MCGRATH

Unanimous, minutes are accepted as submitted.

II. NEW BUSINESS

Motion to move up XIII to start the meeting with guest, Sara Felice. (8:30)

MOTION: MR. TOTH

SECOND: MS. MCGRATH

Unanimous, Ms. Felice will start the meeting with her discussion.

- a) Ms. Felice, Curator at the Leepa-Rattner Museum of Art discussed with the PAC, the impact of AI art and digital art in today's age. (9:05 – 33:30)

III. OLD BUSINESS

B. CURRENT PROJECT UPDATES

1. RIVERSIDE FIELD MURAL PROJECT: (33:35)

Nothing but positive feedback from the community. The artist, Mr. Ramirez has been paid. The project is complete.

2. BLACK HERITAGE PROJECT: (34:15 – 1:04:40)

The PAC discussed signage for the Black Heritage Project. Any kind of signage that has historical information, must be accurate. Any signage must be approved before printing.

Motion to use a simple sign for the Union Academy Sculpture.

MOTION: MS. MCGRATH

SECOND: MS. CHRISTOPOULOS

The PAC discussed options like something simple with a QR code for more information. They also discussed having a brochure or rack card for visitors to read if they do not use the QR code.

Unanimous, the motion passes. (1:00:00)

Mr. Oliver let the Public Art Committee know his progress and he will finalize the second sculpture at the Sponge Docks by the end of April. (1:02:30)

3. VIRTUAL TOUR GUIDE AND QR CODES:

No update. Ms. Arbetello is absent.

4. DORSETT PARK PROJECT: (1:04:40 – 1:05:45)

The artist dropped off the painting and the mural is slated to go up on Friday, April 26, the day before the celebration on April 27. The mural will be unveiled on April 27 at the Dorsett Park Rudy Dorsett celebration. Public Works will come and cover it so there is an element of surprise.

5. ILLUMINATED ART BOXES: (1:05:45)

No update.

6. SPONGES AND DREAMS PROJECT SUBMISSION: (1:06:00 – 1:13:55)

Motion to accept the proposal from Evi Photopoulos.

MOTION: MS. CHRISTOPOULOS

SECOND: MS. MCGRATH

The PAC discussed the submitted proposal from Evi Photopoulos. The PAC discussed the size of the art, the accommodations needed for the artist, and travel fees are out of budget. The idea of the art is appreciated, but the project needs to be modified.

Vote: The motion does not pass.

The PAC may revisit with a refreshed proposal from the artist.

7. Bahamian Sponge Sculpture: (1:14:25)

Chair Jennings explained to the Board that when a project is proposed, the Chair must fill out a form that consists of the location, budget, and other details of the project. Then, the project will go in front of the BOC to be approved. This was never done with the Bahamian Sponger Project. She provided a memo from City Manager Mark LeCouris.

(1:16:40) Ms. Wood added at this time, it would be best to start researching artists, sculptures, and costs of what this type of sculpture would cost. Get several different quotes and select a specific artist for the look you are going for. Be very specific in what you are looking for with the project and the details that will go into it. When we go to the BOC we will have all the information of the choices that have been made and the specific project that the PAC wants.

(1:20:40) Ms. Christopoulos described the PAC and the work she has been doing on the project. Ms. Christopoulos will have more time after May to do more research. She shared and described a few ideas that she had thought about.

The BOC would like a *specific* proposal once the idea is submitted.

Until then the PAC can report that it is in the research phase of the project(s), and we would like to plan for this. The annual report is given to the BOC on May 28, 2024.

The PAC is still brainstorming and putting together ideas for the project.

8. Dr. Mary Safford Project: (1:15:30/ 1:29:15)

Proposed by Dr. Elizabeth Coachman. The project will have to go through the same process as the above project. There is a location for the statue – it would be at the Safford House. This would be a realistic statue to honor Dr. Mary Jane Safford. Research will have to be done on realistic, historical sculptures, artists, and costs.

B. CRA MURAL PROJECT: (1:42:30)

No update.

C. CITY CLERK BUILDING: (1:42:42)

No update.

D. BUDGET UPDATE AND DEVELOPER CONTRIBUTIONS: (1:42:46)

Ms. McIntyre shared the budget update and developer contributions.

Balance 9/30/2023:	\$147,356.00
Revenues through 4/10/2024:	\$62,598.00
Expenditures through 4/10/2024:	\$12,890.00
Projected balance as of 4/10/2024:	\$197,064.00

There are no current project updates.

E. STAFF/COMMITTEE COMMENTS: (1:43:17)

(1:43:17) Ms. Wood, now is a great time for the PAC to come up with ideas and research for new projects.

(1:43:45) Ms. McIntyre, Tarpon Arts production of *Always a Bridesmaid* opens May 3, 2024, and runs May 3, 4, 5, 10, 11, and 12 at the Tarpon Springs Cultural Center. Get your tickets at TarponArts.org or call 727-942-5605.

(1:44:30) Ms. McGrath, Saturday, April 20th, Downtown Tarpon Springs will be holding an Art Walk, and I will have a space at Johnny's Taphouse, featuring my art. There will be 17 businesses participating with various artists and makers.

(1:45:05) Ms. Taylor, I went to the Recreation Board Meeting, and they spoke about possibly having the Rec Center (Walton Ave Recreation Department Building) wrapped with a mural. That could be a future PAC project.

F. PUBLIC COMMENTS: (1:45:57)

(1:45:57) Tarpon Springs artist, Ms. Elizabeth Indianos came to the PAC to discuss paintings done at Rose Cemetery. Ms. Indianos provided handouts for the committee. Ms. Indianos also shared the many projects she has done for the city that represent and celebrate the diversity and the unique history of Tarpon Springs.

(1:57:50) Ms. Thelma Chance stated to the PAC that she is a member of the former Rose Cemetery Board and confirmed that the former board and current board are in court. There is no board at this time.

G. CLOSING PROCEDURES

The meeting is adjourned at 3:53 p.m.

NEXT REGULAR MEETING WEDNESDAY, MAY 8, 2024, AT 2:00 PM.

X

X

Joan Jennings, Chair

Diane Wood, City Liaison

Public Art Committee Meeting



Stephen Oliver <meta4ormosis@gmail.com>

To Diane Wood

Cc Stephen Oliver; Megan McIntyre

Diane,

This was on my list today, I just needed to get through a meeting this morning with Chief Scott Young of Public Safety in order to share the results.

- My Dad's Funeral was this past weekend.
- I had arranged to meet Chief Young this morning at 9am to review solutions at Union Academy. We reviewed the edges and discussed the material/properties/handling at length. **I proposed a solution and made a sample for him to approve after at 10am meeting he had. Chief Young took the sample to the Town Manager afterwards and got an approval.**

Solution: I will be cutting each picket with with a 7.5 degree bevel that will clean up any areas of roughness while creating less of an angle at the rear of each piece. (greater than 90 degrees). I will then use a carbide scraper redo the bevels I cut on the front side during the first round of corrections. (since material will be removed)

- I came prepared to spend several days on this modification, so I commence work once I finish this update.
- I return to the work on the Marina Sculpture as soon as I am finished with modifications.

- James from Public Works also attended this morning meetings and we discussed landscaping around the sculpture and retention pond.

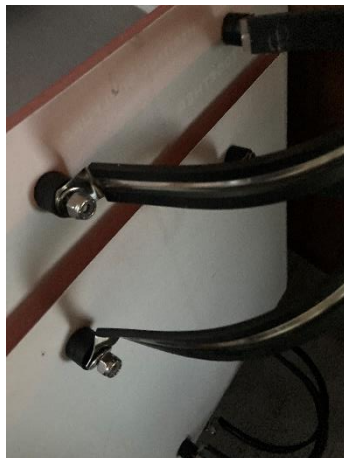
- There is in intention to install a ground cover around the sculpture, but also concern about the grading while retaining the volume of retention pond.

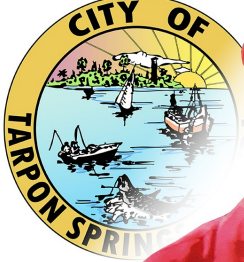
- I believe the solution to all is actually relatively simple:

With light excavation (using a shovel to 'cut') at higher points and within the retention pond, earth can be removed to 'fill' several points on the perimeter of the sculpture to smooth any unevenness. (this is called 'cut and fill' and enables changes to the terrain without losing water volume required in the retention pond. Resulting slopes should not be greater than 1:4 (3 inch height change per foot of horizontal measurement) Several small areas of stone adjacent to the lowest areas can act as retaining wall for raised areas while still allowing water to drain into the retention area.

Attached find pdfs of the text I wrote for the two sculptures and wayfinding piece. These may be helpful in determining final text. If final text panels include two sets of holes that are 6-1/2" apart, they can be installed on the bollards using the same brackets as a fastening technique (see pic)

Best,
Stephen





FOOD • INFLATABLES • GAMES • DEDICATION CEREMONY AT 11:30AM

RUDY DAY

CALVIN ROYAL

SATURDAY
APRIL 27

CELEBRATION

JOIN THE CITY OF TARPON SPRINGS, UNION ACADEMY NEIGHBORHOOD REVITALIZATION GROUP AND THE FAMILY OF CALVIN ROYAL, AS WE HONOR HIM ON THIS SPECIAL DAY.

SATURDAY, APRIL 27, 11AM - 3PM • DORSETT PARK • 500 E HARRISON ST.





City of Tarpon Springs, Florida

324 East Pine Street
Post Office Box 5004
Tarpon Springs, Florida 34689-5004
(727) 938-3711
Fax: (727) 937-8199
www.ctsfl.us

MEMO

March 14, 2024

To: Mark LeCouris, City Manager
From: Diane Wood, Cultural & Civic Services Director *DW*
Re: Public Art Committee (PAC) Submission for BOC Approval

At the March 13, PAC meeting, the committee unanimously approved the purchase of the Coach Rudy artwork by artist Noland Anderson to be installed on the west wall of the Dorsett Park concession building. Submitted as back up is the artist proposal, image of the artwork approved by Nancy Royal and her selection committee for the Rudy Day celebration on April 27, 2024, and the SpeedPro invoice for the installation of the artwork on the building.

Please note that the method chosen for installation is the same as the application of the Christopher Still artwork on the Chamber of Commerce building. This method was selected and approved by the PAC to provide flexibility should the Dorsett Park building be remodeled at a future date. If that causes damage to the artwork, it can easily be reinstalled at the completion of the remodeling project.

The PAC requests final approval from the Board of Commissioners to purchase the Coach Rudy artwork and the method of installation. Total cost of project is \$4,776.61.



Attachments

4.1.2	3M™ ENVISION 8548G/8549L 2 MIL - Part Qty: 1 Width: 52.00" Height: 31.00"
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Subtotal:	\$2,149.22
Taxable Amount:	\$0.00
Taxes:	\$0.00
Grand Total:	\$2,149.22
Amount Paid:	\$0.00
BALANCE DUE:	\$2,149.22

THANK YOU FOR YOUR BUSINESS!

Signature: _____ **Date:** _____

NOBLEART LLC
18799 Henequen Lane
Spring Hill L,34610

Artist
Noland Anderson 954
756 0750
nolandandersonart@gmail.com

SPORTS MURAL DESIGN	Cost
Custom Full color sports theme illustration design and placed in a PDF/Tiff formatted File to be delivered to mural print company who will then be responsible for enlarging, printing and placing on building wall.	\$2,500
Materials	\$300
	Total \$2,800

Noland Anderson
 Received 4/3/24
 DW

BLICK

Blick Art Mat-Tampa
 1502 N West Shore Blvd
 Tampa, FL 33607
 United States
 813-442-5079

Store: 2234 Register: 1
 Date: 8/26/23 Time: 12:43 PM
 Ticket: 6146
 Salesperson:
 71387
 Cashier: 71387

Customer: Noland Anderson

Welcome to our store!

Item	Qty	List	ELP	Ext Price
COLORN CNVS 37.5INX40YD ARMY DCK				
073342375	2 yd	5.50	5.50	11.00
COLORN CNVS 84INX40YD 150Z COTN				
073341084	4 yd	14.49	14.49	57.96
BLICK HEAVY DTY BRS BST BRKT 2				
072119002	1 ea	5.25	2.75	2.75
Discount Off List		2.50		
BLICK HEAVY DTY BRS BST BRKT 2				
072119002	1 ea	5.25	2.75	2.75
Discount Off List		2.50		
BLICK HEAVY DTY BRS BST BRKT 2				
072119002	1 ea	5.25	2.75	2.75
Discount Off List		2.50		
BLICK HEAVY DTY BRS BST BRKT 2				
072119002	1 ea	5.25	2.75	2.75
Discount Off List		2.50		
BLIC ARTST OIL PERM ROSE 40ML				
015953263	1 ea	19.50	11.69	7.80
Discount Off List		11.70		
WILLIAMSBRG OIL ALZ CRMSN 37ML				
015713063	1 ea	29.29	21.89	17.57
Discount Off List		11.72		
BLIC ARTST OIL IVRY BLK 40ML				
015952253	1 ea	15.00	8.99	6.00
Discount Off List		9.00		
BLIC ARTST OIL ZIN WHT 40ML				
015951033	1 ea	15.00	8.99	6.00
Discount Off List		9.00		
BLIC STD STRTCHR STRP 20IN				
072271020	1 ea	4.96	4.96	4.96
BLIC STD STRTCHR STRP 20IN				
072271020	1 ea	4.96	4.96	4.96
BLIC STD STRTCHR STRP 54IN				
072271054	1 ea	14.49	14.49	14.49
BLIC STD STRTCHR STRP 54IN				
072271054	1 ea	14.49	14.49	14.49

Final Sub Total 156.23
 Tax 7.5% 11.75
 Total 167.98

HOBBY LOBBY

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Lutz, FL 33559

Hobby Lobby Store #865 (813) 948-0288

S-865 R-4 T-9934 MALYSSA L	SALE	
201000000	Art	10.99
105000000	Crafts	0.49
105000000	Crafts	0.99
105000000	Crafts	1.17
105000000	Crafts	0.49
105000000	Crafts	0.49
SUBTOTAL		14.62
State Tax 6.000% ON 14.69		0.88
Cnty Tax 1.000% ON 14.69		0.15
PUF Fee 0.500% ON 14.62		0.07
TOTAL		15.72

VISA 15.72
ACCOUNT #: *****5782
AUTH#: 595023
ACCT: VISA INSERTED
US DEBIT
CARD # *****5782 EXP **/**
REF # AUTH # RLSP 00
143402221042 595023 ISO 00
AID: A000000980840
TSI: 6800 ARC: CUR:0840
TVR: 800088000
APP: US DEBIT
IAD: 06021203A0A000

No Signature
CHANGE DUE 0.00

Number of Items Purchased: 6

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086500409934022242

2/22/24 02:33 PM

RETURN POLICY

Hobby Lobby values customer satisfaction,
with or without the receipt.

WITH ORIGINAL SALES RECEIPT:

Within 30 days of purchase, we will gladly exchange the merchandise, give a store credit, or issue a refund based on the original method of payment. There will be a wait of 30 calendar days on check purchases, or merchandise credit can be issued.*

WITHOUT ORIGINAL SALES RECEIPT:

You may exchange the merchandise or be issued a merchandise credit based on the lowest selling price in the last 60 days. Valid ID is required.

*Returns or exchanges of Cricut® Machines, HeatPressNation Machines and Sewing Machines (except Singer Stitch Quick) are prohibited unless customer presents original receipt and products are in new unopened condition.

Warranty claims must be submitted to manufacturer.

VENDOR NO. 27580

TOTALS

*****2,800.00

DETACH AND RETAIN THIS STATEMENT

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



City of Tarpon Springs, Florida
PO BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004

JP Morgan Chase Bank, N.A.
Miami, FL

63-8413
2670

No. 210163

DATE

04/10/2024

AMOUNT

*****2,800.00

VOID AFTER 60 DAYS

TWO THOUSAND EIGHT HUNDRED AND 00/100

PAY TO THE NOLAND ANDERSON
ORDER OF: NOBLE ART LLC
18799 HENNEQUEN LN
SPRING HILL FL 34610



Costa J. Vatticola
Grant & de Courvis

⑈ 210163 ⑈ ⑆ 26708413 ⑆ ⑈ 810076302 ⑈

PUBLIC ARTWORK SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 14th day of March 2024 by and between the City of Tarpon Springs, a Florida municipal corporation (the "City"), and Nolan Anderson ("the Artist").

- A. The City of Tarpon Springs is undertaking a series of murals throughout the City; and
- B. Artist has submitted a proposal for a mural and the City has selected its proposal (the "Project"); and
- C. The parties wish to memorialize their understandings about the Project in a binding contract.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the parties agree as follows:

1. Scope of the Work.

Artist must furnish all of the materials and perform all of the work for the Project as shown on the drawings and described in the specifications attached as Exhibit A and incorporated by reference into this Agreement. The Project consists in general terms of the design and installation. The Artist's work must be of high quality, in compliance with generally accepted standards of workmanship, and in conformity with this Agreement.

2. Protection, Prevention of Site Access and Risk. (This Section Not Applicable)

The Artist must keep competent supervisory personnel on the Project and provide efficient supervision, using Artist's best skill and attention. The Artist must use reasonable efforts at all times to safely guard the Project, the City's property and adjacent property from damage, injury or loss in connection with the Project. Artist shall provide, erect, and maintain barricades, fences, lights, and other traffic control devices, and shall furnish such personnel (as the City may require) to warn the public and guard the site and shall take such other precautionary measures as are reasonably necessary to protect persons, property, and the work done under this Agreement.

During installation of the Project, Artist shall clean up the site at reasonable intervals and at other times when directed by the City. At all times while finish work is being accomplished, the site shall be kept clean, free of dust, debris and trash. Directly upon completion of the Project, Artist shall remove from the site all equipment and any waste materials not previously disposed of, leaving the site thoroughly clean and ready for the City's final inspection.

The Artist must protect the Project and related materials from damage due to the nature of the work, the elements, carelessness of the Artist, or from any cause until the completion and acceptance of the Project by the City. The Artist assumes all risk of loss or damages under this agreement arising out of the nature of the work, the elements, carelessness of the Artist, or from any other causes which may be encountered in the performance of the work, until final acceptance

of the Project by the City, except loss or damage proximately caused by the City, its employees, agents or other contractors.

3. **Time of Completion and Formal Acceptance.**

The Project shall be fully installed and completed by Artist by April 22, 2024, unless delays are caused by the City, or by events beyond the control of both parties, at which time completion may be amended. Any extensions of time must be agreed to in writing by both parties.

The Artist must notify the City when the Project is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (i) the City agrees that the Project is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Project as completed ("Letter of Acceptance"); or (ii) the City does not consider the Project to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must then cure before the City will issue a Letter of Acceptance.

The Project is not finally complete for purposes of this Agreement until the City has issued a Letter of Acceptance ("Final Acceptance."). Once the City has issued a Letter of Acceptance the City will be the sole owner of the Project.

4. **City Representative.**

The City will designate its project representative who will make all necessary and proper decisions with reference to the Project within the scope of his or her authority. The Artist must direct all requests for clarification or instruction to the City representative. The City has assigned Diane Wood, Cultural & Civic Services Director to serve as the City's representative to the Project.

5. **Design and Construction Fee.**

The total design and construction fee paid by the City to Artist under this Agreement will be \$2,800. It is based on the specifications provided by Artist as shown on Exhibit A. The fee includes all design, materials, labor, delivery and installation of the Project.

6. **Payment Schedule and Terms.**

Payment shall occur as follows:

\$2,800 upon approval and acceptance by the City at the March 19, 2024, Board of Commissioners Meeting and receipt of original artwork.

Invoices shall be submitted by Artist to the City for each payment and payment shall be made within 15 days of receipt. Artist shall pay all subcontractors promptly.

The City will not make payment for completion and acceptance until it has accepted maintenance instructions for the Project.

7. Ownership and Rights Related to the Project.

7.1. Ownership. Ownership of the Project shall pass to the City upon Final Acceptance. The Artist shall confirm in writing that ownership of the Work belongs to the City. Artist hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the Project.

7.2. Reproduction. In view of the intention that the Project in its final dimensions shall be unique, Artist shall not make any additional exact duplicate reproduction of the final Project, nor shall Artist grant permission to others to do so except with the written permission of the City. Artist grants to the City and its assigns an irrevocable license to make reproductions of the Project for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner and not to market goods or services. The Artist, however, may use photographic reproductions of the Project in its portfolio, in critical and scholarly writings, or for non-commercial purposes, including reproductions used in advertising brochures, media publicity, and catalogues or other similar publications

7.3. Credits. Any reproduction by the City shall contain a credit to Artist and display a copyright notice. Artist shall use its best efforts to give a credit reading substantially, "an original work owned and commissioned by the City of Tarpon Springs," in any public showing of the Project or reproductions thereof.

7.4. Copyright Notice. The Artist shall place a copyright notice on the Project that informs the public that a work is protected by copyright, identifies the copyright owner, and shows the year of first publication.

7.5. Registration. If the copyright is registered with the U.S. Copyright Office, the Artist shall provide the City with the Copy of the application for registration, the registration number, and the effective date of the registration.

7.6. Rights under the Visual Artists' Rights Act. To the extent the uses, modification, destruction or removal of the Project under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the Artist hereby knowingly waives any rights provided by those laws.

8. Maintenance, Repairs and Restoration.

8.1. Maintenance. The City recognizes that maintenance of the Project on a regular basis according to the maintenance instructions is essential to the integrity of the Project and that the City will be solely obliged to maintain the Project after Final Acceptance. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restorations to the Project will be made. To the extent practical and if the Artist has provided a current address pursuant to Section 12, during the ten years following submission of the Letter of Acceptance, the Artist shall be given the opportunity to consult on repairs or restorations in addition to those described in the maintenance instructions.

8.2. Removal or Destruction. Nothing in this Agreement shall preclude any right of the

City in its sole discretion to (i) remove the Project from public display; (ii) destroy the Project.

9. Warranties.

91. Uniqueness. The Artist represents and warrants to the City that the Project is artistically unique and agrees not to create or be involved in the creation of an identical artwork within 100 miles of Tarpon Springs, Florida. Additionally, Artist represents and warrants that:

- A. The Project is solely the result of the artistic effort of the Artist;
- B. Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Project is unique and original and does not infringe upon any copyright and any other property or personal right;
- C. That neither the Project delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and
- D. The Project is free and clear of any liens or claims or encumbrances from any source whatsoever.
- E. The Artist shall defend and indemnify the City if a third party asserts a copyright infringement or claim involving the Project.

92. Workmanship. Artist warrants to City that all work performed will be performed in a workmanlike manner.

93. Materials. The Project, as executed, will use materials that are of good quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all faults and defects not inherent in the quality required.

94. Defects & Deficiencies. Any work or material that is found to be defective or deficient, Artist will, without cost to City, correct it promptly after receipt of a written notice from the City, unless City has previously issued a Change Order accepting the defect or deficiency or City is the cause of the defect or deficiency, for example installation error.

For a period of two (2) years from the date of the City's Final Acceptance of the Project, the Artist agrees to replace or correct any material defects in the Project and that relate to a defect in the design, workmanship, or materials. The City shall give notice to Artist of any observed material defect. If Artist fails to cure any such material defects, or to make arrangements to do so within a reasonable time satisfactory to the City, the City has the right to arrange for such replacements or corrections, and Artist must reimburse the City for the costs of any such replacements or corrections. If the City asks Artist to repair damage caused to the Project not related to the design, workmanship, or materials, for example by vandalism, collision, extreme environmental conditions, or other unforeseeable causes, the City will reimburse Artist for reasonable material and labor costs for such repairs, except to the extent such damage is due to a defect in design, workmanship or materials used in Project.

This warranty and guarantee exclude any responsibility on the part of Artist to remedy any defect or deficiency caused by any abuse, misuse, or failure to properly maintain by City or others, and changes or modifications not performed by Artist.

In the event of any alteration or damage to the Project, whether intentional or accidental, the Artist shall have the right to disclaim authorship of the Project and upon written request of the Artist to the City shall remove the identification plaque at its own expense.

10. Indemnification.

The Artist shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, liabilities, actions, causes of action, or legal or equitable proceedings of any kind or nature, including worker's compensation claims of or by anyone whomsoever to the extent that such claims, losses, damages, or expenses are caused by the Artist's intentional or negligent acts, errors, or omissions, including acts or omissions of the Artist or her officers, employees, representatives, suppliers, invitees, licensees, sub-contractors, contractors, and agents. Provided, however, the Artist need not indemnify and save harmless the City, its officers, agents, and employees from damages proximately resulting from the negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City's reasonable defense costs in the event that the City, in its sole discretion, elects to provide its own defense. This indemnity clause shall survive termination of this Agreement.

11. Termination/Default.

A. Termination. The City may terminate this Agreement on no less than fourteen (14) days written notice to the Artist. In such event the City will compensate Artist for all services performed and materials provided or procured to the date Artist receives the notice of termination, together with reasonable expenses and prorated profit then due, unless the parties agree otherwise in writing.

B. Default. Each and every term and condition of this Agreement is deemed to be a material element of this Agreement. If either party fails or refuses to perform according to the terms of this Agreement; it may be declared in default thereof. A declaration of default by either party must be made in writing to the other party, describe how the allegedly defaulting party has failed to perform according to the terms of this Agreement, and provide an opportunity for consultation with the other party to review what steps may be necessary to cure the default.

C. Remedies Upon Default. If one party declares the other in default of this Agreement and performance is possible, the allegedly defaulting party will have a period of fourteen (14) days within which to cure the default. If the allegedly defaulting party fails to correct the default or timely performance is not possible, the party declaring default may elect to: (1) immediately terminate the Agreement; (2) treat the Agreement as continuing and require specific performance; and/or (3) avail itself of any other remedy at law or equity. If either party elects to terminate the agreement for default, termination will be effective upon the mailing, by the terminating party, of written notice of termination to the defaulting party and the City will compensate the Artist for all services performed and materials provided or procured in accordance with the terms of this Agreement up to the point of termination and the Artist will deliver or otherwise make available all design plans, sketches, fabrications, or other materials that the Artist may have created or purchased in performance of the Agreement up to the point of termination.

12. Miscellaneous Provisions.

A. Assignment. Artist understands that the City enters into this Agreement based on the special abilities of Artist and that the City considers this Agreement to be an agreement for personal services. Accordingly, Artist must neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

B. Independent Contractor. The relationship between the Artist and the City is that of an independent contractor. The Artist shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint ventures of the City. No employee or officer of the City shall supervise the Artist. The Artist is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Agreement.

C. License and Business. The Artist must hold, in the Artist's name, all necessary licenses and permits to perform the work. The Artist must have full authority to do business in the State of Florida and have a designated place of business for making and accepting communications with or from the City. The Artist must maintain a current address and telephone number with the City throughout the term of this Agreement.

D. Governing Law. This Agreement is governed by the laws of the State of Florida. Any suit between the parties shall be brought only in the courts of the Sixth Judicial Circuit in Pinellas County, Florida.

E. Notice. Any notice or other communication given by either party to the other related to this Agreement must be hand delivered; sent by a commercial carrier; or sent by mail, addressed to the party at its address as set forth below. The notice or other communication will be effective on the date it is delivered or on the third business day after being sent, whichever comes first.

If to the City:

Mark LeCouris, City Manager
City of Tarpon Springs
324 East Pine Street
P.O. Box 5004
Tarpon Springs, FL 34689-5004

If to the Artist:

Noland Anderson
Noble Art LLC
18799 Henequen Land
Spring Hill, FL 34610

The Artist shall notify the City of changes in his address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the rights granted to or retained by the Artist in this Agreement, the exercise of which requires response by the Artist. A mailing of notice by the City by certified mail with return receipt requested to the address of the Artist or of her attorney currently on file with the City at the time of such mailing

shall be deemed to be an adequate notification effort by the City hereunder.

F. Entire Agreement. This document constitutes the entire agreement between the parties and supersedes all prior understandings and discussions. This Agreement may only be modified in writing by an amendment signed by both parties

G. No Multiple Fiscal Year Obligation. Nothing herein shall constitute a multiple fiscal year obligation. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriation by the Board of Commissioners of the City. Any failure of a Board of Commissioners annually to appropriate adequate monies to finance the City's obligations under this Agreement shall act in effect to terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given as soon as reasonably possible to the Artist of any failure of a Board of Commissioners to appropriate such adequate monies.

H. Authority. Artist warrants that the individual executing this Agreement is properly authorized to bind the Artist to this Agreement.

I. Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed as to define or limit the terms and provisions hereof.

J. Severability. If any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall be unaffected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

K. Disputes. The parties agree to use the principles of collaboration and cooperation, to identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into disputes, claims or legal actions. The Parties agree that any and all claims, controversies, breaches or disputes arising from or related to this Agreement, including those pertaining to the formation, construction, performance, applicability, interpretation, or enforceability of this Agreement is subject to a requirement to mediation in Florida prior to filing any lawsuit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

CITY OF TARPON SPRINGS

BY: Costa Vatikiotis
Costa Vatikiotis, Mayor

ATTEST:

Irene S. Jacobs
Irene S. Jacobs, City Clerk



APPROVED AS TO FORM: Regina A. Kardash
Regina A. Kardash, Esq., City Attorney

ARTIST:

Noland Anderson
Noland Anderson

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of physical presence or online authorization, by Noland Anderson, who is personally known to me or has produced FL DL as identification, this 18 day of March, 2024.

Deborah Thomas
Notary Public, State of Florida

My Commission Expires: 5/1/2026



Exhibit A – Full Color Illustration

Original Art to be presented to Nancy Royal commemorating Rudy Day, April 27, 2024.





The mission of the Tarpon Springs Public Art Program is to enrich community through art in our surroundings.

Tarpon Arts Home Public Art Home



ILLUMINATED ART BOXES



ARTIST: AMARYLLIS

ABOUT US



NO OPEN CALLS TO ARTIST



PUBLIC ART LOCATION GUIDE

Mary Safford Project

From: Joan Jennings <joanjenn@gmail.com>
Sent: Wednesday, April 24, 2024 11:58 AM
To: Diane Wood; Mark LeCouris
Subject: Safford statue

I received this this morning from Elizabeth Coachman, a resident artist and biographer of Dr Safford, requesting the PAC consider a statue of Dr Safford on the grounds of the city-owned Safford House.

Please add to the May 8 PAC agenda under new business.

Here's the Safford piece:

I think that a statue of Mary Jane Safford, MD, on the grounds of the Safford House Museum is a fine idea whose time has come. My years of research into her life while preparing to write her biography have shown how much this woman deserves recognition, especially in Tarpon Springs. Dr. Safford's life's experiences included nursing during the Civil War, medical training in New York City as well as further training in women's medicine in Europe where she studied with some of the world's best 19th century physicians. While there, she performed a successful removal of an ovary, the first ever performed by a woman. On returning to the United States, she arrived in Chicago a week after the great fire of 1871 where she assisted in recovery efforts. At Boston she practiced general medicine as well as gynecologic surgery and was among the founders of Boston University School of Medicine where she taught for many years. Both in Europe and Boston she championed women's rights, racial equality and dress reform among other progressive issues still pertinent today. She wrote extensively on medicine, travel, girls' and women's health and various reform topics.

Dr. Safford first arrived in Tarpon Springs in 1882 joining her brother A.P.K. Safford. She and her fellow physician Fidelia Whitcomb, M.D. were the town's first women physicians and may have been Florida's first women physicians as well. Together they ran the Tarpon Springs Hotel as a health resort for several years. Dr. Safford did not limit herself to medical practice but continued promoting reform issues with an eye to educating and elevating the disadvantaged. Also, she staunchly promoted the kindergarten movement and left a large bequest that allowed, "Auntie Sage," to operate Tarpon Springs' kindergarten into the 20th century. Mary Safford actively participated in the town's Universalist Church women's group and had a reputation for treating everyone equally regardless of race, age or gender. She is buried in Tarpon Springs' Cycadia Cemetery.

All the best,
Elizabeth

Joan Jennings
Cell: 914-557-1513



WELCOME TO AMERICA CONNECTS HOME & FAMILY MURAL MOSAIC HOST APPLICATION

Greetings from the Mural Mosaic Global Roots Team,

We are currently taking applications for the America Connects Home & Family Mural Host Location for installation in Autumn, 2024. Final Mural Design concept is as shown above.

PLEASE READ the Qualification Criteria carefully to ensure the Host experience is a good fit before submitting your application.

Qualification Criteria:

- Mural installation location will be in the USA. Location must be open to the public in a safe and high profile area that our participants can be proud to show their art (ie. parking lots for profile or primary and secondary schools for safety reasons are not acceptable).
- A few examples of locations we have seen murals installed are (not limited to): recreation and community centers, art venues, outdoor walls of main street business buildings, downtown gathering spaces, universities, seniors' and community living buildings, shopping malls, libraries, outdoor theaters, eco centers and concert venues.
- The receiving wall or location must be NON-south-facing to limit sun exposure to the mural. Location photos must be submitted and approved by our team prior to installation.
- Mural Hosting includes printing and delivery of a 10-12 x 20-24 foot mural produced with vinyl on aluminum composite and UV coated + **50 Tile kits for your participants to paint and have included in the final production.** Murals have a lifespan of approximately 8-10 years, however, we have many murals that have lasted much longer. Cost varies based on local business rates for production activities. Our Producers will coordinate all production activities.
- Mural installation is the responsibility of the receiving organization - safety regulations and building codes vary by location and thus the cost and management of installation is the host's responsibility. Our production team provides full support and advice for installation cost effectiveness. Installations can cost \$0 with supplies and labour on hand or as much as the receiving organization decides.
- Intricate installs and cosmetic enhancements such as frames are at the discretion and expense of the host.
- Mural must be in place for a minimum 2 years and as long as receiving host would like beyond this time - mural cannot be sold but can be relocated after 2 years.
- Each Global Roots Mural Installation has a small celebratory moment to unveil the mural. This event is often attended by mural participants and media. Host agrees to create space for a small gathering and unveiling and is welcome to market and share the event to a wider audience if desired.