

LAWRENCE CULTURAL ARTS COMMISSION**MURAL REVIEW CRITERIA**

The Lawrence Cultural Arts Commission (LCAC) is designated by the Lawrence City Commission to review mural proposals within the city, in accordance Resolution No. 7140 detailing the Membership and Responsibilities of the Lawrence Cultural Arts Commission for the City of Lawrence, Kansas.

Work of Art. The term work of art shall apply to all mural paintings or decorations, inscriptions, mosaic, painted glass and other similar art forms of a permanent character intended for ornament or commemoration that are applied to, erected or placed upon the exterior walls of any building. For the purpose of this Article, a work(s) of art, whether singular or in aggregate, shall be deemed to exist when its size exceeds sixteen (16) square feet or exceeds the maximum area for a wall sign allowed in the applicable zoning district whichever is larger. For the purpose of this Article, a work of art which in any way relates to the business conducted therein shall be considered as a wall sign. Sign Code (Ord. 9391)

Hereafter no work of art shall be applied to, erected, or placed upon the exterior walls of any building within the City of Lawrence without first being approved by the Lawrence Cultural Arts Commission (LCAC). The request to allow a work of art shall be accompanied by plans and specifications that describe its proposed size, location, appearance, color, texture, general design, use of materials, orientation to other buildings and the relationship of such factors to features of buildings in the immediate surroundings. In determining the merits of the work of art, consideration should be given to ensure that the work of art will not be detrimental to the stability of value and the welfare of surrounding property, structures, and residents.

MINIMUM SUBMISSION REQUIREMENTS

Requests for approval of works of art as defined above, including mural projects, must be submitted to the LCAC in a timely fashion. Submission of a digital version of the approval request packet is encouraged. The following checklist details the items that the artist(s) must submit in the approval request packet:

- ☐ Detailed description of the location of the proposed work of art sufficient to show visibility of the site by the public and determine whether there are any issues related to public safety or impacts on operating functions of the city. Description should include physical dimensions of the work of art, property boundaries, and existing buildings, streets, and sidewalks, marked with proposed changes associated with the work of art, including photographs of the location from adjacent sidewalks and streets.
- ☐ Technical feasibility of the project, including degree of permanence of structural and surface components such as wall materials and finishes; any preparation work; primer and paint specifications; or protective finishes; and site considerations such as landscaping, drainage, grading, lighting, and seating; and historical, cultural, and environmental impact.
- ☐ Concepts and realization of the work of art shown by representational sketches and / or renderings of the proposed mural or description of design methods to be employed, as in the case of collaboratively developed community mural projects.
- ☐ Artist's or artists' resume, bio, or curriculum vita, and images of previous work showing evidence of ability to complete the work as proposed.
- ☐ Neighborhood engagement as evidenced by documentation that artist has presented the project to the neighborhood association or like body and gained approval for the project.
- ☐ Relationship of the proposed work of art to the site in terms of the history and cultural and social dynamics of the neighborhood, and the local architectural character and surrounding context of the site, existing or planned.
- ☐ Detailed installation plan with timeline.
- ☐ Budget plan, including installation, anticipated future maintenance costs, and party responsible for paying the estimated costs, as shown in the owner / artist agreement.
- ☐ Notarized agreement (see attached model agreement) or other binding documentation signed by both artist(s) and owner(s) specifying agreement between artist(s) and owner(s) in regards to ownership and maintenance of the mural or artwork following completion, to include the following:
 - o specification of ownership of the property on which the work of art is sited;
 - o specification of ownership of work of art;

- specification of ownership of copyright on the work of art;
- specification of the anticipated life expectancy and maintenance needs over the life of the work of art;
- specification of the materials required for maintenance, including wall materials and finishes, any preparation work, primer and paint specifications, or protective finishes, as appropriate;
- an assurance that proper maintenance or timely removal of the work of art, as agreed between artist(s) and owner(s), will occur so that work of art does not fall into disrepair or create a violation under the City's property maintenance Code.

Any written text that is part of, or associated with the work of art must be submitted for approval with this application. Please note that there should be no substantial difference between the work of art as defined in the approval request packet and the finished installation.

At its first meeting following receipt of the approval request packet, the LCAC will conduct a review of the proposed work of art using the worksheet below to determine whether to recommend the project to the Lawrence City Commission for approval. The LCAC may, at its discretion, bring in a volunteer or paid consultant to assist with this determination. The Lawrence City Commission is the final authority to approve or deny installation.

ARTWORK REVIEW WORKSHEET

The work of art approval request will be reviewed according to the following criteria:

- ☐ Achievability of the project based on Artist's presentation of:
 - ☐ description of the location of the proposed work of art sufficient to show visibility of the site by the public and determine whether there are any issues related to public safety or impacts on operating functions of the city;
 - ☐ technical feasibility of the project, including degree of permanence of structural and surface components such as wall materials and finishes; any preparation work; primer and paint specifications; or protective finishes; and site considerations such as landscaping, drainage, grading, lighting, and seating; and historical, cultural, and environmental impact;
 - ☐ concepts and realization of the work of art as shown by representational sketches and / or renderings of the proposed mural or description of design methods to be employed, as in the case of collaboratively developed community mural projects;
 - ☐ artist's ability to complete the proposed work of art as evidenced by the resume, bio, or curriculum vita, and images of previous work provided in the application packet;
 - ☐ neighborhood engagement as evidenced by documentation that artist has presented the project to the neighborhood association or like body and gained approval for the project;
 - ☐ relationship of the proposed work of art to the site in terms of the history and cultural and social dynamics of the neighborhood, and the local architectural character and surrounding context of the site, existing or planned;
 - ☐ installation plan and timeline; and
 - ☐ budget plan, including installation, anticipated future costs, and party responsible for paying the estimated costs, as shown in the ownership agreement.
- ☐ Owner / artist agreement: Application to City shall include a signed agreement or other binding documentation specifying agreement between the artist(s) and owner(s) in regard to ownership, life expectancy and maintenance of the of the work of art following completion. Specifics of each owner / artist agreement will depend on the circumstances of the project, but should be crafted with enough specifics to ensure that both parties understand and agree to their responsibilities in the project.

NOTE: This model agreement is intended as an example. The specifics of each owner / artist agreement will depend on the circumstances of the project. Such agreements are intended to protect both artist and owner and should be crafted with enough specifics to ensure that both parties fully understand and agree to their responsibilities in the project. Legal council may be advisable.

Owner / Artist Agreement

This agreement made and entered into by and between _____, hereinafter called the OWNER, and _____, hereinafter called the ARTIST.

Recitals

WHEREAS, the OWNER requires the services of an artist to paint a mural on the wall of _____; and

WHEREAS, OWNER has determined that the ARTIST is qualified to paint the mural desired based upon the skill, reputation and creativity of the ARTIST; and

WHEREAS, the ARTIST is able and willing to perform under the terms and conditions of this Contract;

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

1. Final Design

The ARTIST shall present the final design to _____ for approval prior to the painting the Mural.

2. Creation and Installation

The ARTIST represents and warrants that the Mural to be created is an original work of art and that the Mural shall be a faithful rendition of the preliminary design submitted by the ARTIST and approved by _____.

The ARTIST shall create and be responsible for installation of the Mural. The ARTIST agrees to have the Mural completely installed by _____.

If work on the Mural is delayed by adverse weather conditions, or any other cause beyond the ARTIST'S reasonable control, then the completion date shall be extended for such reasonable time as the parties may agree.

3. Permits

The OWNER agrees to procure all necessary permits including any easements, encroachment permits, signage permits, scaffolding permits, alley closure permits, or other permits necessary to access to the property; and, if OWNER is not the property owner, an agreement between OWNER and the property owner regarding mural installation, ownership, and responsibility.

4. Amount of Payment

The OWNER agrees to pay the ARTIST a total of \$_____ for this work in the creation of the mural and direction of volunteers and assistants who will collaborate with the ARTIST.

5. Method of Payment

To _____

\$_____ upon the signing of this agreement by both parties.

\$_____ upon approval of the final design.

\$_____ upon completion of the Mural as determined by ARTIST.

6. Timely Payment

If the OWNER fails to make any payment within 14 days of the date it is due or the date the criterion is completed (as specified In Section 5 above), the ARTIST may cease all work and the completion date of the project shall, at the ARTIST'S discretion, be adjusted accordingly.

7. Tools and Supplies

Are included in the budget stated in section 4. [alternatively: The OWNER shall provide in-kind use of scaffolding, pressure washer, and ladders. Design supplies, paint, brushes, and primer.]

8. Travel and Lodging

The OWNER shall reimburse the ARTIST or provide up-front funds for travel and lodging for the ARTIST during the course of the project.

9. Mural Maintenance

The OWNER recognizes that the maintenance of the Mural on a regular basis is essential to the integrity of the Mural. Therefore, for the length of time that the Mural is on the site, which is anticipated to be _____ years, the OWNER shall be responsible for maintaining and repairing the Mural under the ARTIST'S supervision, unless OWNER has a contract with the property owner in which the property owner agrees to take this responsibility. If the ARTIST fails or refuses or is unable to supervise such maintenance and repairs, the OWNER shall have the right to do so.

10. Copyright Ownership of the Work

The ARTIST reserves all copyrights in the Mural, the preliminary design, and any incidental works made in the creation of the Mural under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright. *(The duration of copyright in the United States is currently the life of the author plus 70 years.* The ARTIST agrees not to unreasonably refuse the OWNER permission to reproduce the Mural image for noncommercial purposes.

11. Title and Ownership of the Work

Upon completion and installation of the Work and upon final acceptance and final payment to the ARTIST by the OWNER, title to the Work shall pass to the OWNER.

12. Insurance

The OWNER shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting against any and all liabilities arising out of or related to the installation and maintenance of the Mural.

13. Alterations of the Work or of the Site.

To the extent allowed by law, the OWNER agrees:

- a) That it is the OWNER'S intent to retain and publicly display the Work at the Site for a period of at least _____ years. However, all parties are aware that circumstances may arise that would make it prudent for the OWNER to remove the Work from public display and/or, if feasible, relocate the Work to another site.
- b) The OWNER shall notify the ARTIST of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The OWNER shall make a good faith effort to consult with the ARTIST in the planning and execution of any such alteration. The OWNER shall make a reasonable effort to maintain the integrity of the Artwork.
- c) Consistent with the paragraph above and in the case of removal, the ARTIST is aware of, and, if necessary, will waive all rights with regard to the Work while retaining copyright to the Work.
- d) The OWNER will not intentionally use the Work in any manner that would reflect discredit on the ARTIST'S name or reputation as an ARTIST or which would violate the spirit of the Work.
- e) This clause is intended to replace and substitute for the Visual Artists Rights Act of 1990, 17 U.S.C. Sections 106A and 1133, or as subsequently amended, to the extent that any portion of this Agreement is in direct conflict with those rights.
- f) The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

14. Termination

Either party may terminate this agreement for cause if the other party fails to perform any material obligation hereunder. In the event the ARTIST abandons the Mural, defaults on any material term of this agreement or otherwise causes it to be terminated without cause prior to completion of the work, the ARTIST shall not be owed or paid any further compensation by the OWNER. If the OWNER fails to perform any material obligation hereunder, including failure to pay the ARTIST, the ARTIST may cease work and exercise any remedies available in law or equity.

15. Entire Agreement

This Agreement represents the entire Agreement of the parties with respect to the matters set forth herein. No Agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof.

16. Choice of Law

This agreement will be construed in accordance with the laws of Kansas and any litigation will be brought in the courts of that state.

Date

Name of ARTIST

Signature of ARTIST

Date

Name of OWNER

Signature of OWNER