



CITY of NOVI CITY COUNCIL

Agenda Item E
July 31, 2017

SUBJECT: Approval of Resolution authorizing transfer ownership of the Villa Barr Art Park sculptures "Yellow Rollover" and "Caduceus" to the Dennon Museum Center and the sculpture "Equation 1" to the Michigan Legacy Art Park, with the final form of the transfer documents to be reviewed and approved by the City Manager and City Attorney.

SUBMITTING DEPARTMENT:

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Following the passing of David Barr, the Estate of David Barr (the "Estate") organized and disbursed contents belonging to the Estate. As part of formally closing the Estate in August, 2016, the Estate elected to donate all remaining items in the house and studio and on the grounds to the City of Novi. A full list of all items remaining in the house, studio and on the grounds was provided by the Estate, and all of the items belong to and are now the sole property of the City of Novi, including 27 outdoor sculptures on the Villa Barr property and "Sonata" located at Fuerst Park. The City is free to make whatever use of the items as it determines in its sole discretion. At the time of closing, the Estate acknowledged the City's ownership of this artwork, but also highlighted some items of possible interest by the Dennon Museum Center (Dennon) at Northwestern Michigan College and the Michigan Legacy Art Park (MLAP) in Thompsonville Michigan at Crystal Mountain Resort, that could — at the City's discretion — be transferred to those entities, provided that the requests for transfer be made within 30 days of the transfer to the City.

In September 2016, a Friends of Villa Barr group was formed that included representatives from the City, the Novi Parks Foundation, MLAP, Dennon, the Estate of David Barr, and personal friends of David Barr. Priority items for the group have included establishment of an artist-in-residency program, repairs and upgrades to the home, opening the park to public use by developing a small parking lot and space for bus drop off, and construction of a handicap accessible pathway system to provide the public viewing access to the artwork.

MLAP and Dennon have been instrumental in providing input and direction on the future of Villa Barr. Neither entity formally requested a transfer of sculptures within the 30-day timeframe as required, as they did not want to negatively impact the future of Villa Barr by removing works prematurely that could change the course of how Villa Barr may be developed and used by the City of Novi. However, with the upcoming development of Villa Barr, Dennon has now requested the sculptures "Yellow Rollover" and "Caduceus" be transferred with all right, title and ownership interest to their possession, and MLAP has requested transfer of the sculpture "Equation 1."

Staff are recommending approval of the request to acknowledge the assistance being provided to the City of Novi by the MLAP and Dennon in the development of Villa Barr as an art park in the City and in developing an "artist in residence" program at Villa Barr, and also in recognition of their commitment to the preservation of the vision, works, and memory of David and Beth Barr. In addition, "Yellow Rollover" and "Caduceus" will need to be relocated from their current placements regardless of ownership, due

to the Napier Road paving project and the Villa Barr parking/pathway project. With approval of this transfer, Dennon and MLAP acknowledge there are no further rights to the permanent transfer of or ownership interest in any other piece of sculpture or art from the home or grounds of Villa Barr.






Images of the sculptures and their locations within Villa Barr Art Park are depicted as sculptures 1 and 15 to Dennon, and 11 to MLAP, on the next page's map.

RECOMMENDED ACTION: Approval of Resolution authorizing transfer of ownership of the Villa Barr Art Park sculptures "Yellow Rollover" and "Caduceus" to the Dennon Museum Center and the sculpture "Equation 1" to the Michigan Legacy Art Park with the final form of the agreements to be reviewed and approved by the City Manager and City Attorney.

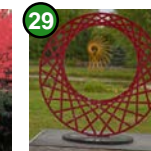
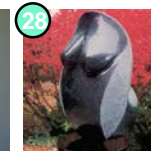
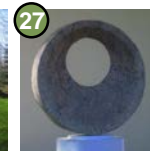
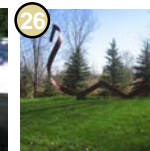
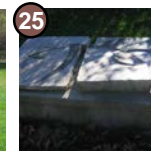
VILLA BARR ART PARK FACILITY LOCATION MAP

22600 Napier Road, Novi, MI 48374


Legend

-  Park Boundary
-  Sculpture
-  Building Footprint
-  Major Road
-  Pond


Sculptures



Napier Rd



CITY OF NOVI
 DEPARTMENT OF INFORMATION TECHNOLOGY
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 GIS TECHNICIAN




1 INCH = 67 FEET

MAP PRINT DATE: 8/24/2016

MAP INTERPRETATION NOTICE
 Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION REGARDING TRANSFER OF ARTWORK
(DENNOS AND MICHIGAN LEGACY ART PARK)

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS; in August, 2012, the Novi City Council authorized the purchase of the David Barr property located on Napier Road near Ten Mile Road, with the intention of eventually operating the home and grounds as part of the City's park system, with the further intention to preserve and utilize at least some of the artwork located thereon; and

WHEREAS; the City closed on the purchase and became the owner of the property and some of the artwork and sculptures located thereon in December, 2012; and

WHEREAS; with the passing of artist David Barr and his wife, Elizabeth Dwaihy-Barr, control of the remaining artwork (primarily sculptures) on the property that had not been sold to the City along with the property passed to the Barrs' Estate; and

WHEREAS; in 2016, as part of the closing of the Barrs' Estate, the Estate's representatives conveyed and assigned full ownership of the remaining artwork on the property to the City, subject only to the limited ability of two parties, the Dennos Museum and the Michigan Legacy Art Park (MLAP) to request within a specified period of time the transfer to them of certain specified sculptures; and

WHEREAS; no such request was made by either Dennos or MLAP within the specified period of time, although both entities did at the time express interest in future conveyance, and as a result the City secured full ownership and control of the artwork and sculptures remaining on site; and

WHEREAS; Dennon and MLAP have now requested three particular works of art, specifically: Dennon has requested the sculptures "Yellow Rollover" and "Caduceus" and MLAP has requested transfer of the sculpture "Equation 1;" and

WHEREAS; in recognition of the prior expression of interest by these two entities when the items given or conveyed to the City by the Barrs' Estate, and further acknowledging the assistance being provided to the City of Novi by both MLAP and Dennon in the development of Villa Barr as an art park within the City and in developing the concept of an "artist in residence" at Villa Barr, and also in recognition of their commitment to the preservation of the vision, works, and memory of David and Beth Barr, the City has agreed to authorize the transfer of the listed sculptures to Dennon and MLAP; and

WHEREAS; the City's agreement to transfer such sculptures is conditioned upon Dennon and MLAP acknowledging that they have no further or future right to any other works of art or sculptures located on the property.

NOW THEREFORE, IT IS RESOLVED as follows:

1. For the reasons stated above, transfer of the sculptures "Yellow Rollover" and "Caduceus" to the Dennon Museum and of the sculpture "Equation 1" to Michigan Legacy Art Park is hereby authorized and approved, subject to execution of appropriate documentation by Dennon and MLAP;

2. The proposed Deed of Gift forms attached to this Resolution are authorized subject to final review and approval, including any necessary amendments or revisions thereto, by the City Manager and the City Attorney's Office.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Maryanne Cornelius, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this ____ day of _____, 2017, and that public notice of said

meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

**DEED OF GIFT
to the
DENNOS MUSEUM CENTER
at NORTHWESTERN MICHIGAN COLLEGE**

A gift from the City of Novi is accepted by the Dennis Museum Center ("Dennos") at Northwestern Michigan College ("NMC") with the following terms:

1. The items identified in this Deed of Gift are legally owned by the City of Novi and are free of liens or claims, and Dennos expressly acknowledges such legal ownership.

2. The items identified in this Deed of Gift become the property of the Dennis Museum Center at NMC.

3. Disposition of gifts is at the discretion of the Dennis Museum Center at NMC. No gift can be accepted with the stipulation of permanent exhibition.

4. The Donor grants permission to reproduce the object in NMC publication or for NMC publicity.

5. Per IRS regulations, any appraisals of value will be the responsibility of the Donor. Contributions of all objects and money are tax deductible within limits prescribed by the Internal Revenue Code.

6. Dennos acknowledges that it has no ownership interest of any kind, and no further right to the temporary or permanent transfer of, any other piece of sculpture or art from the home or grounds of Villa Barr.

7. Dennos shall be responsible for the removal and transport of artwork referenced in this Deed of Gift, and shall restore the grounds of Villa Barr to the condition it was prior to the removal within a reasonable time thereafter.

Subject to the terms of this Deed of Gift, the City of Novi hereby irrevocably and unconditionally transfers to the Dennis Museum Center at NMC by way of gift, all of its right, title and interest in and to the following object(s): "Yellow Rollover" or "Caduceus"

This agreement is made and accepted subject to the foregoing terms and those hereinafter stated, which are hereby made a part of this agreement.

Signed this ___ day of _____, 20____.

[Signatures on page 2 and 3 of this Deed of Gift]

City of Novi

By:
Its:

Dated: _____

Northwestern Michigan College

By:
Its:

Dated: _____

Northwestern Michigan College Foundation

By:
Its: Executive Director

Dated: _____

**DEED OF GIFT
to the
DENNOS MUSEUM CENTER
at NORTHWESTERN MICHIGAN COLLEGE**

[This inventory is an attachment to the Deed of Gift form]

Inventory of items received:

Sculpture: Yellow Rollover

Sculpture: Caduceus

I (we) hereby acknowledge that this is an accurate inventory of the items donated to the Dennos Museum Center at NMC.

City of Novi

By:
Its:

Dated: _____

**DEED OF GIFT
to the
MICHIGAN LEGACY ART PARK**

A gift from the City of Novi is accepted by the Michigan Legacy Art Park ("MLAP") with the following terms:

1. The items identified in this Deed of Gift are legally owned by the City of Novi and are free of liens or claims, and MLAP expressly acknowledges such legal ownership.
2. The items identified in this Deed of Gift become the property of Michigan Legacy Art Park.
3. Disposition of gifts is at the discretion of Michigan Legacy Art Park. No gift can be accepted with the stipulation of permanent exhibition.
4. The Donor grants permission to reproduce the object in MLAP publication or for MLAP publicity.
5. Per IRS regulations, any appraisals of value will be the responsibility of the Donor. Contributions of all objects and money are tax deductible within limits prescribed by the Internal Revenue Code.
6. MLAP acknowledges that it has no ownership interest of any kind, and no further right to the temporary or permanent transfer of, any other piece of sculpture or art from the home or grounds of Villa Barr.
7. MLAP shall be responsible for the removal and transport of artwork referenced in this Deed of Gift, and shall restore the grounds of Villa Barr to the condition it was prior to the removal within a reasonable time thereafter.

Subject to the terms of this Deed of Gift, the City of Novi hereby irrevocably and unconditionally transfers to the Michigan Legacy Art Park by way of gift, all of its right, title and interest in and to the following object(s): "Equation 1"

This agreement is made and accepted subject to the foregoing terms and those hereinafter stated, which are hereby made a part of this agreement.

Signed this ___ day of _____, 20____.

[Signatures on page 2 and 3 of this Deed of Gift]

City of Novi

By:
Its:

Dated: _____

Michigan Legacy Art Park

By:
Its:

Dated: _____

**DEED OF GIFT
to the
MICHIGAN LEGACY ART PARK**

[This inventory is an attachment to the Deed of Gift form]

Inventory of items received:

Sculpture: Equation 1

I (we) hereby acknowledge that this is an accurate inventory of the items donated to Michigan Legacy Art Park.

City of Novi

By:
Its:

Dated: _____