



CITY of NOVI CITY COUNCIL

**Agenda Item 4
March 12, 2018**

SUBJECT: Approval of Resolution Authorizing City Administration to Establish and Administer an Artist-in-Residency program at Villa Barr, including establishment of program requirements and rules and a form of agreement to be required of selected artists to be approved by the City Manager and City Attorney.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services (PRCS)

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

In 2013, the City of Novi purchased the 4-acre property of David Barr and Beth Dwaihy-Barr with the vision of creating a cultural hub in Novi and to showcase the life and art of sculptor David Barr. One of the main goals was to develop an artist-in-residency program at Villa Barr.

Parks, Recreation and Cultural Services (PRCS) staff have been receiving guidance from the Friends of Villa Barr members on the creation of the artist in residency information and application, leasing agreements, and in developing a partnership with the Michigan Legacy Art Park. MLAP and PRCS/Villa Barr plan to advertise the artist-in-residency opportunities jointly to recruit interested artists.

The Friends of Villa Barr have recommended the following program details to PRCS staff:

VILLA BARR RESIDENCY DETAILS

Three residency periods (6 to 15 weeks)
Fall (September, October, November, December)
Winter (January, February, March, April)
Summer (May, June, July, August)

City of Novi provides to the artist:

- Full use of the house and studio at no cost
- All tools existing in the studio
- An honorarium of up to \$1,000 provided by the Novi Parks Foundation
- Cleaning and other household supplies
- Opportunity for immediate family to reside at Villa Barr during the residency
- Opportunity to participate in a short-term residency at Michigan Legacy Art Park, before, during, or after the residency period at Villa Barr with travel reimbursement

The Artist will provide or be responsible for:

- Day-to-day living expenses including meals
- All supplies and materials used to create artworks

- Maintaining the house in a clean and orderly fashion
- Creating a work of art to loan to the City of Novi for a period of not more than five years
- Working or consulting with local teachers, conducting workshops with students, directing student projects, and/or public presentations relating to the artist's work.

The City of Novi and the Artist will agree upon:

- The goals and objectives of the educational presentations by the artist to the community
- The location to install the work of art created during the residency
- The terms of ownership of the artwork following loan period
- No pets are allowed at Villa Barr
- The duration of time spent and nature of the participation at a location outside the City of Novi will be agreed upon by the artist and the partners.

An artist affiliated with the Michigan Legacy Art Park has agreed to serve as a trial resident artist for a short time in summer 2018. With his assistance, any needed enhancements or changes to the house, property, application process, etc. will be discussed and addressed.

Pending City Council approval of the program, a selection committee consisting of local artists, teachers, PRCS staff, and Friends of Villa Barr members will review applications in April 2018. The intention is to welcome the first official artist in fall 2018.

RECOMMENDED ACTION: Approval of Resolution Authorizing City Administration to Establish and Administer an Artist-in-Residency program at Villa Barr, including establishment of program requirements and rules and a form of agreement to be required of selected artists to be approved by the City Manager and City Attorney.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION AUTHORIZING CITY ADMINISTRATION TO ESTABLISH
AND ADMINISTER AN ARTIST-IN-RESIDENCY PROGRAM AT VILLA BARR**

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 March 12, 2018 at 7 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; the City purchased the 4-acre Villa Barr property in 2013. The property includes both the David Barr/ Beth Dwaihy-Barr family's former residence, a studio, and artwork throughout the property.

WHEREAS, among the expectations by the City at the time of the purchase was the potential establishment of an Artist-in-Residency program that would involve soliciting and choosing artists to temporarily reside at the property and use the facilities for producing artwork.

WHEREAS, with the completion of some recent improvements to the property, and the coming completion of other planned improvements, City Administration has begun working on the specifics of such an Artist-in-Residency program. The City Council has been apprised of the general parameters of such program.

WHEREAS, City Administration has sought authorization to proceed with implementing the program, including approval of the form of a potential agreement to be entered into with selected artists.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City Administration is authorized to implement and administer an Artist-in-Residency program at the Villa Barr Property, within the general parameters outlined by the City staff to City Council, and with the expectation that the program details will be fully determined by the City Administration before commencement of the program, and that an agreement in the general form provided to City Council (subject to finalization by the City Manager and City Attorney's office) will be required of the selected artists.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Dawn Spaulding
Acting 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 12 day of March 2018, 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.

Dawn Spaulding, Acting City Clerk
City of Novi

VILLA BARR ARTIST IN RESIDENCY AGREEMENT

This Artist in Residency Agreement (“Agreement”), entered into this ___ day of _____, 20___, by and between the City of Novi (“City”) and _____ (“Artist”), is made with reference to the following:

RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of Michigan with the power to carry on its business as it is now being conducted under the statutes of the State of Michigan and the City Charter.
- B. The City is the owner of certain property located at 22600 Napier Road, Novi, MI 48374 (“Property”), which is known as “Villa Barr,” and which is the former home of well-known artist David Barr. Located on the Villa Barr property, which is a part of the City’s parks system, is the artist’s former residence and his studio, as well as certain of Mr. Barr’s artworks.
- C. The City has determined that the assets at Villa Barr would be beneficial to the production of art by working artists, and that an Artist in Residency program, which would allow artists to use the residence and studio and grounds in the production of artwork in an accessible and visible manner, would be an ideal use of the Property.
- D. Under the Artist in Residency program, artists would be allowed to stay in the residence and use the studio and grounds without rent, in exchange for producing artwork that would be made available to the City and for certain educational activities to be conducted—pursuant to a program agreed to with the City—to bring attention to the art of the Artist and of Mr. Barr.
- E. The City and the Artist now desire to enter into an agreement for the City to provide the Artist with residency at the Villa Barr, and the Artist to provide art work and art seminars in the City.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERMS AND CONDITIONS

1. **Term.** This Agreement shall take effect on the date of execution. The Artist shall participate in the _____ residency period.

The Artist shall began residing at the Property on _____, 20___ and will vacate the Property on _____, 20___. There shall be no rent charged during the Term described herein. However, if the Artist fails to vacate the property on the date specified, the Artist waives his/he right notice of eviction, and the City is permitted to take whatever means are permissible by law and in equity to remove the Artist from the property. In the event of such

holdover, and pending eviction of the Artist, the City shall be entitled to \$____ per day from the Artist in holdover rent. This right of occupancy during the period of work by the Artist shall not be considered to be a residential lease.

2. **City's Responsibilities.** The City shall provide the following to the Artist:
 - a. Full use of the house as a residence, subject to the terms hereof, and studio located on the Property for the use of creating a piece of artwork which the Artist shall loan to the City for the City to display as it so desires
 - b. Use of existing furniture and appliances
 - c. The opportunity for immediate family members, which shall include spouses and children, to reside at the property during the time Artist shall reside at the Property
 - d. The use of all tools existing in the studio, which are documented in the inventory sheet attached as Exhibit A.
 - e. Opportunity to participate in a short-terms residency at Michigan Legacy Art Park, before, during, or after the residency period at the Property, with potential travel reimbursements
 - f. An honorarium of up to One Thousand Dollars (\$1,000) provided by the Novi Parks Foundation.

3. **Artist's Responsibilities.** The Artist shall provide or be responsible for the following:
 - a. All day-to-day living expenses
 - b. All supplies and materials used to create artwork not existing in the studio
 - c. Shall comply with all of the Terms of Occupancy detailed in paragraph 10.
 - d. Shall promptly inform the City of any known dangers, defects, or damage to the Property as soon as the Artist becomes aware of them
 - e. Shall create a work of art that he/she will loan to the City for a period of not more than five (5) years
 - f. Shall work or consult with local schools and teachers to conduct workshops for students and provide public presentations of the Artist's work. The City and the Artist shall agree upon the goals and objectives of these presentations before such presentations shall be made.

4. **Artwork Created During Residency.** The Artist shall create a piece of artwork agreed upon between the Artist and the City which is described in detail in Exhibit B. The Artist agrees to loan the artwork to the City for the terms detailed in Exhibit B.

5. **Independent Parties.** The Artist shall be acting in an independent capacity under this Agreement and shall not be an agent, employee, or partner of the City. Neither the City nor its officers or employees will have any control over the conduct of the Artist or any of the Artist's agents or employees, except as otherwise provided in this Agreement.

6. **Integrated Contract.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by the City and the Artist and approved as to form by the City Attorney.
7. **Defense and Indemnification.** The Artist agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, boards and commissions, and employees from and against any and all liability, claims, demands, damages, or costs, including but not limited to attorney's fees, or payments for injury to any person or property caused or claimed to be caused by the errors or omissions of the Artist or the Artist's employees, agents, officers or immediate family members. Provided, however, that the Artist's duty to defend, indemnify, protect and hold harmless shall not include any losses arising from the sole negligence or willful misconduct of the City.
8. **Prohibition Against Transfers.** The Artist shall not assign or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of the City.
9. **Default and Termination.** If the Artist fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five (5) days after the City's written notice of default specifying the nature of the default, the City may immediately terminate this Agreement by written notice to the Artist. In addition, the City has the option, at its sole discretion and without cause, of terminating this Agreement by giving ten (10) days written notice to the Artist. In the event the Property is damaged, destroyed, or rendered unfit for the activities specified in this Agreement, the residency under this Agreement shall be either terminated or rescheduled upon mutual written consent of the Parties.
10. **Terms of Occupancy.** While this Agreement is not to be construed as a lease, as no rent is being paid by Artist, the Artist agrees to the following occupancy terms throughout the duration of the Agreement:
 - a. Artist shall maintain the Property in good condition and shall allow no waste of the Property or any utilities
 - b. Artist shall be liable for any damage to the Property that is caused by the acts or omissions of the Artist or Artist's guests or immediate family members.
 - c. Artist shall allow the City and its agents reasonable access to the Property to inspect, repair, alter, or improve the Property.
 - d. To the extent permitted by law, the City and its agents shall not be liable for any damage to property or loss of property that is caused by theft or casualty on the Property. The City recommends that the Artist obtain insurance to protect his/her personal property against such loss or damage.

- e. No animals or pets of any kind are allowed on the Property, under any circumstances, except for legally authorized guide, leader, hearing, or service dogs.
 - f. Artist shall perform reasonable housekeeping on the Property to maintain it in a clean, neat, and sanitary condition.
 - g. Unless expressly permitted by the City in writing, the Artist shall not display any signs, flags, pennants, placards, advertisements, notices, pictures, ornaments, stickers, handbills, or other lettering so as to be visible on the outside of the building or premises.
 - h. Smoking is not permitted at any time on the Property including entrances, driveways, all grounds, and including the premises.
 - i. Possession, sale, or use of any illegal drug or drug paraphernalia on the Property is prohibited.
 - j. Possessing, using, or storing lethal weapons anywhere in the building is prohibited.
 - k. At the end of the residency time period, the Artist shall leave the Property in the same way in which he/she found it.
11. **Discrimination.** The Artist shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, martial status, or disability.
12. **Standard of Care.** The Artist agrees to provide all services in a manner consistent with the level of care and skill ordinarily exercised by members of the Artist's profession currently practicing in the same locality under similar conditions.
13. **Governing Law.** The laws of the State of Michigan shall govern this Agreement.
14. **Photo Release.** The Artist hereby consents to photographs, sound recordings, and all reproductions in any other manner (including video and audiotapes) of the likeness, voice and activities of the Artist at the art related events at the Property on within the City, and further authorizes the City, its agents or assigns, to make unlimited use of such reproductions, including, but not limited to for advertising, publicizing, documenting, distributing, exhibiting, and broadcasting to the public over the radio, television, film, web, internet, social media or any other means, media, devices, processes and technology now or hereafter known.
15. **Publicity.** The Artist agrees not to generate any written, audio or visual publicity regarding City sponsored activities without prior written approval from the City. The Artist agrees not to promote non-City activities at City facilities or with City equipment without prior written approval from the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

Artist: _____

CITY OF NOVI

/s/ _____

/s/ _____

By: _____

By: _____

Dated: _____, 2018

Dated: _____, 2018

DRAFT