

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Enter Into a Conditional Gift Agreement for the Acceptance by Donation of the Sculpture Unofficially Titled "BIG RED"
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Eric Friedli, PRCS Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The artwork, unofficially titled "Big Red", was created in 2002 by local sculptor Joseph Kennebrew. It is a deep welded steel abstract artwork approximately 14' wide by 6' tall. Kinnebrew is a nationally known sculptor and Northwest native. Images of the artwork and a bio of the artist are attached to this staff report as Attachment A.

This artwork is being offered as a donation to become part of the City's permanent artworks collection. The donor, Jan Levy, would like to donate the artwork per a Conditional Gift Agreement (Attachment B).

For the City to accept this artwork donation, the City Council must authorize the City Manager to enter into a Conditional Gift Agreement with the donor. The Parks, Recreation and Cultural Service (PRCS)/Tree Board reviewed the artwork and recommended its acceptance at its June 25, 2020 meeting. In addition to donating the artwork, the donor has agreed to pay up to \$12,000 for the removal from her property and installation of the artwork at the location selected by the City.

RESOURCE/FINANCIAL IMPACT:

The estimated cost for removal of the artwork from the donor's property, re-painting, temporary storage, and installation at a City-selected site is \$20,000. The donor has committed to paying \$12,000. The remainder of this cost (\$8,000) would be paid from the Municipal Art Fund (MAF).

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a Conditional Gift Agreement for the acceptance by donation of the sculpture unofficially titled "Big Red" into the City's permanent artworks collection.

Approved By: City Manager **DT** City Attorney **MK**

INTRODUCTION

Goal 1 of the Council adopted 2017-2023 Public Art Plan is that “Public Art Program will be a leader in the City’s place making efforts.” One of the implementation strategies identified with that goal is to “commission a significant piece of art in the \$30,000 - \$50,000 range every two-three years to activate the community and grow the City’s art collection.” This donation is consistent with that implementation strategy and would be a step towards accomplishing that goal.

BACKGROUND

On May 26, 2020, Mayor Will Hall contacted staff about a donation opportunity that he had learned about. The donor, Jan Levy, had recently acquired a friend’s estate which includes a large sculpture in a fenced backyard, which she is seeking to move. On May 29th, staff visited Ms. Levy and documented the sculpture, an approx. 14’ wide by 6’ tall and 6’ deep welded steel abstract artwork by Joseph Kinnebrew, a nationally known sculptor and Northwest native. Images of the artwork and a bio of the artist are attached to this staff report as Attachment A.

The artwork was created in 2002. Ms. Levy referred to it as “Big Red” and expressed a desire to share the sculpture in a more public setting rather than the confines of the private backyard, where it rests on a 12’ by 8’ by 3” concrete pad. She speculated that it was installed in two sections, but staff was unable to confirm that, wondering if it had been welded into a single piece onsite. The red paint, which Ms. Levy provided original photos showing the painting in progress with hand brushes, is fading and peeling in spots and the sculpture requires cleaning and repainting.

A recent estimate placed the value of the artwork at \$85,000. Staff have not had the work appraised but expect its value is less than \$85,000. This donation is consistent with the expectation for the City’s goal of leveraging philanthropic donations to support the Public Art Plan implementation.

DISCUSSION

For the City to accept this artwork donation, the City Council must authorize the City Manager to enter into a Conditional Gift Agreement (Attachment B) with the donor. This agreement lays out the terms and conditions for the City’s acceptance of this artwork.

Ms. Levy originally indicated she would like to complete the move of the artwork by the end of August or early September this year if the City enters into the Conditional Gift Agreement. However, after further research and analysis by art moving consultants, it is apparent the sculpture cannot be moved until later in the fall due to logistical and scheduling challenges. Ms. Levy has offered to cover moving expenses for Big Red up to \$12,000. Costs for moving and repainting the artwork is estimated at \$20,000. The additional funding necessary to move and repaint the sculpture is available in the Municipal Art Fund.

Staff has identified two preferred sites if the City accepts this artwork gift:

1. The north end of the Park at Town Center, and
2. The landscaped area along Aurora Avenue N between the pedestrian bridges over Aurora and 155th Street.

If the Council accepts the donation, then additional work would be done to finalize the site location. Final site selection would depend on site preparation costs, installation access, visibility, and overall aesthetics. Either of these locations would be consistent with the Public Art Plan.

Professional art handlers would be hired for the removal, re-painting and installation of the artwork. Placement for the artwork will require a concrete pad similar to the size the artwork currently sits on (about 12' by 8' by 3"). Maintenance of the artwork would become the City's responsibility and would be funded using funds from the Parks Repair and Replacement Fund as with other pieces of art in the City's collection.

STAKEHOLDER OUTREACH

The PRCS/Tree Board reviewed the artwork and recommended its acceptance at its June 25, 2020 meeting.

FINANCIAL IMPACT

The estimated cost for removal of the artwork from the donor's property, re-painting, temporary storage, and installation at a City-selected site is \$20,000. The donor has committed to paying \$12,000. The remainder of this cost (\$8,000) would be paid from the Municipal Art Fund (MAF).

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a Conditional Gift Agreement for the acceptance by donation of the sculpture unofficially titled "Big Red" into the City's permanent artworks collection.

ATTACHMENTS

Attachment A: Images of "Big Red" Sculpture and Artist Bio

Attachment B: Conditional Gift Agreement Between the City of Shoreline and Donor Jan Levy

Joseph Kinnebrew Sculpture (title unknown), 2002
12' x 8' concrete pad
seven 8' steel columns, in two sections
Working Title: "Big Red"



Joseph E. Kinnebrew IV

(b. Oct. 12, 1942, Tacoma WA)

https://www.josephkinnebrew.com/resume/jk_resume_homepg.html

Joseph Kinnebrew American Artist: Joseph Kinnebrew is an internationally recognized sculptor and painter. Kinnebrew's work is in the collections of major museums as well as many well-established private collections. He had produced many public commissions for the National Endowment for the Arts (NEA). His work has been exhibited internationally, including at the Biennale in Florence Italy, the Palm Beach Biennale, Art Miami, Art Chicago and Art Toronto. In the US, his artwork is exhibited at the Metropolitan Museum of Art, Guggenheim Museum, Brooklyn Museum, Library of Congress, Art Institute of Chicago, Harvard Fine Arts Library, Walker Art Center, Arizona State University, Detroit Institute of Art, New Orleans Museum of Art, The Museum of Fine Arts - Houston, Honolulu Academy of Arts, Philadelphia Museum of Art, The University of Texas, Eccels Museum of Art - Utah State University, Atkins Museum of Fine Arts - Kansas City, Michigan State University, The Grand Rapids Art Museum, Nelson-Atkins Museum (Kansas City) Cranbrook, Steelcase Corporation, Coopers and Lybrand, and Grand Valley State University. Joseph Kinnebrew is represented exclusively by Donna Rose, CEO of Berkeley- Adams Fine Art LLC. Contact: Artsales@artbrokerage.com for private or public commissions.



CONDITIONAL GIFT AGREEMENT

This Gift Agreement (the "Agreement") is entered into as of the date last executed below by and between Jan Levy, a single person, ("Donor"), and the City of Shoreline, a municipal corporation of the State of Washington ("City").

WHEREAS, the Donor desires to make a gift to the City of the property described below based on certain conditions contained herein, and

WHEREAS, the City desires to accept such gift from the Donor on the terms and conditions contained herein.

DONATION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Donor mutually agree as follows:

- I. **PROPERTY DESCRIPTION.** The Donor declares that the property (hereafter "Art") that is the subject of this Agreement is currently owned by Donor as her individual property. The Art is depicted in Exhibit A and described as follows:

[Big Red] [unofficial title] – a 2002 sculpture by Joseph Kinnebrew (American, b. 1942)

- II. **DECLARATION AND ACCEPTANCE OF GIFT.** As of the date last executed below, the Donor hereby gives to the City and the City accepts the Art, subject to the terms and conditions contained herein. No goods or services were provided in exchange for this gift to the City.

- III. **OWNERSHIP.** After the Art is installed as provided herein and accepted by the City, the Donor and the City will execute a transfer of title whereby the title to the Art, and all rights owned by the Donor, shall transfer in full to the City.

- IV. **TERMS AND CONDITIONS OF AGREEMENT.** The gift of the Art is conditioned upon the following provisions and the City shall remain in compliance with the following provisions:

- A. **Removal of Art from the Donor's Property.** At a time mutually acceptable to the Parties, the City will arrange to have the Art removed from the Donor's property, located at 7107 58th Avenue

- NE, Seattle, WA 98115, and transported to a studio selected by the City for restoration and temporary storage.
- B. Restoration. The City shall be solely responsible for the management of and all costs related to the restoration and temporary storage of the Art.
 - C. Installation. After completion of restoration, the Art shall be transported by a company acceptable to the City and to a location selected by the City where it will be readily viewable by the public. The cost of preparation of the location, including such things as a concrete pad, shall be the responsibility of the City.
 - D. Cost of Removal and Installation. The Donor shall contribute a maximum of \$12,000 for the removal from her property and installation of the Art at the location selected by the City. The Donor shall provide these funds to the City no later than ten (10) days after installation of the Art.
 - E. Maintenance of Art. The City shall treat the Art as a work of art and maintain it, to the best of its ability, in substantially the same condition as of the date of its installation on City property and the City's acceptance. If the Art is damaged or vandalized in any way, the City shall, if reasonably possible, take the steps necessary to return the Art to its original condition. The City shall take reasonable steps to protect the Art from vandalism.
 - F. Maintenance of the Real Property. The City shall maintain the site of the Art and the landscaping surrounding the Art in good and clean condition.
 - G. Identification. A plaque will be provided by the City, at its cost and expense, as soon as reasonably possible after installation to identify the Art, the artist, and the date of the Art. Per the Donor's request, the plaque shall also acknowledge the "Estate of Janice Carol Lowen" and may contain a short acknowledgement prepared by the Donor and acceptable to the City.
 - H. Relocation of Art. The City may, at its sole discretion, move the Art to an alternative location from where it is originally installed. Installation of the Art at the alternative location will be at the City's sole cost and expense.
 - I. Return of Art. If the City no longer desires to retain the Art, it may dispose of the Art in any manner it desires subject to applicable laws.
- V. REMEDIES. If any of the terms and conditions of this Agreement are not complied with by the City, the Art shall be returned to the Donor upon thirty (30) calendar days' written notice by the Donor, its successors or legal representative. If the Art is returned to the Donor, it shall be delivered to a location designated by the Donor within King County, Washington, at the Donor's sole cost.
- VI. MISCELLANEOUS PROVISIONS.
- A. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

- B. Public Records. The Donor acknowledges that the City is a public agency subject to Washington’s Public Records Act, chapter 42.56 RCW, and that all records produced in connection with this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor.

- C. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Donor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. Entire Agreement. This Agreement contains the entire Agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either Party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This Agreement is executed by:

CITY OF SHORELINE

DONOR

By: _____
 Name: _____
 Title: _____

 Date: _____

By: _____
 Name: _____
 Title: _____

 Date: _____