



TOWN OF ESTES PARK

Parks Advisory Board Agenda

December 17, 2020
8:30 AM – 10:00 AM
***Virtual Meeting**

Current Members:

Geoffrey Elliot (12/31/22) *Vicki Papineau (12/31/21)*
Kirby Nelson Hazelton (12/31/23) *Rex Poggenpohl (12/31/22)*
Dewain Lockwood (12/31/20) *Ron Wilcocks (12/31/21)*
Merle Moore (12/31/20)

The Parks Advisory Board will participate in the meeting remotely due to the Declaration of Emergency signed by Town Administrator Machalek on March 19, 2020 related to COVID-19 and provided for with the adoption of Ordinance 04-20 on March 18, 2020

Options for the Public to Participate Remotely and Provide Public Input:

1. By Electronic Mail: Members of the public may provide public comment or comment on a specific agenda item by sending an email to publicworks@estes.org. The email must be received by 5:00 p.m., Wednesday December 16, 2020. All emails will be provided to the Parks Advisory Board and incorporated into the minutes.
2. By Telephone Message: Members of the public may provide public comment or comment on a specific agenda item by calling (970) 577-3587. The calls must be received by 5:00 p.m., Wednesday, December 16, 2020. All call-in information will be provided to the Parks Advisory Board and incorporated into the minutes.
3. No public attendance at this meeting.

Public Comment	<i>Chair Merle Moore</i>
Approval of November Meeting Minutes	<i>Chair Merle Moore</i>
Mrs. Walsh's Garden Committee Update	<i>Chair Merle Moore</i>
Plaque Inventory – EVLT Benches	<i>Member Vicki Papineau</i>
AIPP Guideline Update	<i>Chair Merle Moore</i>
Estes Park Women's Monument Committee Update	<i>Member Ron Wilcocks</i>
Parks Division Update	<i>Parks Supervisor, Brian Berg</i>
Other Business	
Adjourn	

Marie Cenac, Town Board Trustee Liaison
Brian Berg, Estes Park Public Works Staff Liaison

Town of Estes Park, Larimer County, Colorado, November 19, 2020

Minutes of a Regular meeting of the **PARKS ADVISORY BOARD** of the Town of Estes Park, Larimer County, Colorado. Meeting held virtually in said Town of Estes Park on the 19th day of November, 2020.

Committee: Merle Moore, Chair, Rex Poggenpohl Vice Chair, Geoffrey Elliot, Dewain Lockwood, Vicki Papineau, Ron Wilcocks

Attending: Merle Moore, Rex Poggenpohl, Geoffrey Elliot, Vicki Papineau, Ron Wilcocks, Kevin McEachern, Greg Muhonen, Megan Van Hoozer, Christy Crosser

Absent: Dewain Lockwood

Chair Moore called the meeting to order at 8:30 a.m.

PUBLIC COMMENT

No public comment.

Chair Moore introduced the PAB's newly appointed member, Kirby Nelson-Hazelton. She introduced herself and shared her connection to Estes Park and all PAB members introduced themselves.

APPROVAL OF MINUTES

A motion was made and seconded (Papineau/Lockwood) to approve the September meeting minutes and all were in favor.

MRS. WALSH'S GARDEN COMMITTEE UPDATE

Chair Moore shared that at the last meeting of the committee, he received the final Mrs. Walsh's Garden (MWG) Master Plan from Aloe Terra. The 30% design plans for the restoration of both the waterfall and pond damaged by the 2013 flood. Supervisor Berg will use these design plans in a design/build project. Berg has physical copies of these design plans at the Parks Division office. If want to look at the plans in more detail, please Supervisor Berg.

The MWG Master Plan is intended to guide MWG's development for the next 10 years. The Committee is hoping for the waterfall/pond completion in 2021. The water features include planting pockets within. The RFP will be created soon for the construction of these elements. Muhonen suggested confirming with staff that it is in the existing budget. Staff is able to authorize up to \$50K in MWG expenditures.

Member Papineau stressed the importance of the liaison role with MWGAC moving forward. Chair Moore has been faithfully serving this need but has announced his resignation from the PAB after the December 2020 meeting. Moore stated he will remain on the Committee so he would be willing to continue bringing updates to the PAB. Poggenpohl made a motion to have Moore be the MWG Committee advisor and consultant to the PAB. Papineau seconded the motion and all were in favor.

Member Elliot recommended this agenda item remain at the top to allow Moore to leave after his reports should he choose. The PAB agreed.

ESTES PARK WOMEN'S MONUMENT COMMITTEE UPDATE

Chair Moore provided an update of the Monument Committee's Minutes of November 5, 2020 received from Member Wilcocks. Moore stated the Committee is looking for fundraising ideas which will continue at the December 3, 2020 Committee meeting. Once the committee makes final determinations, the recommendation will be passed to the PAB and the PAB will recommend approval to the Town Board. The Town Board has already approved two different sites. One is located at Bond Park and the other near the parking lot at Riverside Drive and Elkhorn Avenue.

AIPP TOWN BOARD STUDY SESSION UPDATE

Member Poggenpohl, after checking Arts Master Plans in other communities, provided a 15-20 minute update to the Town Board Trustees in a recent study session. The Trustees were very interested and understood the dilemma of attracting grants and/or donors without the key piece being a formalized Arts Master Plan. The Trustees expressed that they're in favor of pursuing, but not spending money. It was recommended Poggehpohl speak with universities to see if they have interest in helping create this Master Plan. Town Administrator Machalek and Poggenpohl will send a written request for participation to graduate students. A motion was made and seconded (Poggenpohl/Papineau) to approve Chair Moore sign a letter with Machalek and all were in favor.

Poggenpohl discussed establishing a subcommittee to the PAB for art and aesthetic review. Machalek stated he was not in favor of creation of a subcommittee for this purpose. He was, however in favor of the art community in Estes Park participate in decisions relative to art. Prior to forming any type of subcommittee, Machalek requested it be brought back in front of the Town Board sharing why PAB isn't sufficient to serve in this capacity.

Poggenpohl stated that the original concept was to have someone with applicable expertise outline the maintenance plan for all art. At this point maintenance of art is only defined for bronze sculptures. There are a variety of mediums of art with no maintenance plan ever established. Member Wilcocks has expressed he may have opportunity to join with the arts community (in addition to PAB) to get some of the maintenance needs figured out.

Moore stated that Wilcocks indicated that he understands the individuals working on that project may very well co-mingle with PAB in an advisory capacity – in its evolution and is wondering if it would need to be an Arts Advisory Board. Trustee Liaison Cenac shared that the direction from the Town Board was that, once justified, present as a sub-advisory committee to the PAB with members of the art community.

Poggenpohl stated that he should have something for PAB to review and agree upon within the next couple weeks. He is attempting to get responses for the end of year to get on agenda for the next semester. If the window is missed, there will likely be no assistance from schools until Fall 2021. Moore asked that Poggenpohl put together whitepaper and bring back to PAB in December, for presentation to the Town Board in January 2021.

DRAFT PAB POSITION DESCRIPTION

Merle introduced a draft PAB Position Description to members for review, suggested changes and approval for future recruitment. After reviewing a motion was made and seconded (Lockwood/Elliott) and all were in favor.

PROJECT UPDATES (Public Works Director, Greg Muhonen)

Downtown Estes Loop

Director Muhonen shared drawings for the Downtown Estes Loop and discussed needed adjustments. An independent peer reviewer was hired and the recommendations are now reflected.

Muhonen asked the PAB if they wanted to view the detailed plant listings or if they're comfortable with the Parks Division making sound decisions. PAB would like an opportunity to review the plans as the project progresses.

Muhonen also referenced the roundabout central island, reminding the group of the original plan for a stone wall with "Estes Park" engraved. Muhonen requested a change of the design due to the probability that people would stop and take a picture with that sign as is so frequently done on US 36. Poggenpohl expressed his agreements with the changes. Muhonen shared a conceptual image with the group.

Muhonen proceeded to discuss the originally planned enhanced concrete crosswalks. Muhonen will be recommending moving the planned crosswalk on Moraine Ave. further to the North to better accommodate the pedestrians crossing from the West side of

Moraine Ave. and will save two diagonal parking spaces. He will propose to utilize thermoplastic rather than enhanced concrete except where the Riverwalk crosses roadways. This will assist with cost savings as the project continues to get more expensive. Moore stressed the need for flashing beacons due to the busy area. Muhonen agreed and will look for that in the final plans.

Muhonen continued reviewing other modifications to Riverwalk and landscape. He shared that the new bridges will have more capacity but there's no guarantee it will prevent the Post Office parking lot from flooding at extremely high water. He stated the crosswalk near the Riverside Restroom will be synchronized with the intersection pedestrian crossing to improve traffic flow.

CDOT is also pushing back on the decorative concrete in the intersection of Elkhorn Ave. (US-36) and Riverside Dr. The existing proposal shows the decorative concrete in an 'X' shape to allow for the Barnes Dance. Muhonen will propose a compromise to have the standard thermoplastic added in that form to show pedestrians they can cross any direction.

Due to the work with the new floodplain, a KLOMR will need submitted. It then takes 9-12 months for approval. Since the project can't begin until after approval, and all easements are required (30) to be completed. This phase is just beginning so it is anticipated construction will not begin until 2022/2023.

Downtown Wayfinding

The original conception of this project was to put signs at select Riverwalk locations providing key destinations. The project is now on track to provide parking signage for the paid parking program. This is all that will be done regarding downtown wayfinding in 2021. Paid parking is on track to begin in 2021 pending approval on November 24, 2020 at the Town Board meeting. Beginning in 2022, the Town will continue to work toward a full wayfinding plan which will be brought back to the PAB for review.

Elkhorn Lodge Development

Muhonen stated all the work related to the Elkhorn Lodge Development is all being done by a private developer, clarifying this is not a Town project. Chair Moore asked if the development plans have finally been approved. Muhonen indicated that the approvals have made it through the Town Board but the developer and Town are still working through final construction plans. There was a requirement to extend their landscape plan and install a new 10' sidewalk for connectivity. The developer will be adding a crosswalk for pedestrian safety. Their guest traffic will then be able to walk to Mrs. Walsh's Garden and cross the road safely continuing to the downtown area.

Chair Moore asked Muhonen who is responsible for follow-up to new construction landscape plans. He stated that the landscaping at Dollar General is terrible and it appears the landscape contractor messed up. Poggenpohl indicated that no one goes back to check. The development code does not require follow through at that level, but only to confirm the plantings have occurred. He stated the Town needs to be stricter. Poggenpohl suggested meeting with Community Development Director, Randy Hunt. Muhonen shared there is simply a lack of staff to perform this type of post-inspection.

OTHER BUSINESS

Moore stated that, for the December meeting, the Estes Valley Land Trust (EVLTL) plaque inventory will be discussed. He asked members to review the document before the December meeting to discuss what a template may look like.

Moore also asked the group to review the AIPP Guidelines and be ready to make any needed updates at the December meeting.

Moore shared photos of historic signage purchased by the Estes Park Museum as informational.

There being no further business, a motion was made and seconded (Poggenpohl/Hazelton) to adjourn the meeting and all were in favor. Chair Moore adjourned the meeting at 9:51 a.m.

Megan Van Hoozer, Recording Secretary

Inventory of EVLT plaques



Compiled by Karen McPherson and Haven Gaustad
September 5, 2020

Comments in red by Vicki Papineau based on walking the areas Nov 2020:

Closest to Hix Plaza (Kirk's Fly Shop) walking towards the Tunnel:

In honor of Marvin W. Gee

By his wife Charlotte and their families

For his 14 years of service as a board member promoting the mission of Estes Valley Land Trust

In honor of Nelson Thomas by his family

He loved life and his wife and family.

He dedicated himself to protecting the mountains of Colorado.

(Two benches with a plaque between on a separate stand)

Dedicated to the Estes Valley Land Trust 2015

By Carol & Jim Craig

We are thankful to the Land Trust & people of Estes Park for the opportunity to be part of the Land Trust mission to protect open space in the Estes Valley in perpetuity.

(Plaque on a separate stand)

Dedicated to Estes Valley Land Trust 2013

In loving memory of Wendell Amos

1922-2012

By his loving wife Nancy and their families for his more than two decades of leadership to the Estes Valley Land Trust and the community

(Plaque on a separate stand)

Dedicated to the Estes Valley Land Trust

1950-2014

Dick Orleans

Estes Park minstrel wildlife photographer, beloved brother, uncle and friend to you all.

Celebrate life love and live bright, embrace the light, celebrate life.

(image of guitar and hummingbird on plaque @ Mama Rose's)

Bench without plaque near Poppy's

Dedicated to the Estes Valley Land Trust

2015

In appreciation of my family's many years in Estes Park

By Mary Lamy

(Plaque on a separate stand)

Dedicated to the Estes Valley Land Trust

2013

By the family of Bob Quick, 1921-2013

A wonderful husband, father, grandfather, great-grandfather and a proud USMC veteran of WWII.

(Plaque on the back of the bench)

Dedicated to Estes Valley Land Trust

2015

With love, honor and fond memories

Edwin M. (Ned) Bramwell

1916-1998

Grace Myers Bramwell

1915-2009

We miss your bright eyes and sweet smiles

Their children and families

(Plaque on a separate stand)

Dedicated to Estes Valley Land Trust

2015

By Pieter and Helen Hondius

In memory of Land Trust Director Homer L. Rouse

Retired RMNP Superintendent

And Anne Wesley Chamberlain

Major Land Trust Supporter

(Plaque on a separate stand)

Bench without a plaque by Mystic Mtn Galley

Dedicated to Estes Valley Land Trust

2015

In honor of Bill Lamm and family

"This Land is your Land"

In honor of Eldon and Betty Freudenburg and Family

We encourage you to make a positive difference in your own community

(Two benches with a plaque between on a separate stand)

Dedicated to Estes Valley Land Trust

2019

By

the F.G. and Betty Ottesen Family in memory of their parents Frank and Alberta Ottesen and

J.C. and Dakota Warner

Six generations enjoying the Estes Valley since 1920

(Plaque on rock under bench)

Dedicated to Estes Valley Land Trust

2015

In honor of Jim V. White by his wife Joanne and daughters Sue, Cathy, and Nancy
For his more than 25 years of dedication in protecting open space in the Estes Valley

Honoring the work of the Estes Valley Land Trust

Preserving open space in the Estes Valley since 1987

Ken and Jacqueline Oldham

(Two benches with a plaque between on a separate stand)

Dedicated to Estes Valley Land Trust

In loving memory of Deb Hendrickson

Who found peace and tranquility hiking these mountains

Always and forever your family and friends

(Plaque on a separate stand)

Knoll-Willows

Dedicated to Estes Valley Land Trust

In commemoration of Mary Banken's dedication and service

2007-2016

Executive Director

Preserving open spaces for future generations

(Plaque on a separate stand)

Dedicated to Estes Valley Land Trust

2017

To my husband R.J. Campbell

Who has climbed Long's Peak many times and never tires of gazing at its majesty.

(Plaque on a separate stand)

ART IN PUBLIC PLACES
GUIDELINES

TOWN OF ESTES PARK, COLORADO

Revised on August 29, 2019

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ACKNOWLEDGMENTS

The Estes Park Parks Advisory Board would like thank the following, and acknowledge their valuable input to development of these guidelines.

City of Loveland, Colorado, Visual Arts Commission

City of Fort Collins, Art In Public Places Program

Town of Vail, Art In Public Places Strategic Plan

Greeley Art Commission and City of Greeley, Colorado, Art Master Plan

City of Grand Junction, Colorado, Art In Public Places Program

Executive Director of the Estes Park Museum

Executive Director of the Cultural Arts Council of Estes Park

INTRODUCTION

These Guidelines for an *Art In Public Places* (AIPP) program of the Town of Estes Park (Town), were developed by the Estes Park Parks Advisory Board (PAB) at the request of the Town Board. They describe the process and criteria to be used when evaluating potential public works of art and projects. The guidelines also detail the administration of the *Art In Public Places* program.

Following is a definition of public art as it applies to the Estes Park program.

In its broadest sense, public art is any original creation of visual art that is:

- Acquired with public monies,
- Acquired with a combination of public/private funding,
- Acquired by donation or on loan to the Town's Art In Public Places program or
- Privately sponsored artwork that is located on publically owned land, easements, or on publicly owned equipment.

Examples of public art include, but are not limited to:

- Sculpture of any form and in any material or combination of materials to include statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration;
- Paintings of all media, including both portable and permanently affixed works such as frescoes and murals;
- Crafts and folk art works in clay, fiber, textiles, glass, wood, metal, mosaics, plastics and other materials;
- Kinetic and/or interactive sculptures;
- Site-integrated artwork created by landscape designers and artists which may include landscapes and earth-works, integration of natural and human-made materials, and other functional art pieces. Examples of site-integrated works may include building features, paving materials, gates, and street furniture.
- Painted or wrapped utility equipment boxes (e.g. transformers, switches)

The AIPP program enriches our community through public exposure to the arts. The program is achieved through a collaboration of Estes Park residents, businesses,

organizations, art community, and Estes Park K-12 school programs to develop a diverse art collection that creates a sense of place, provides a unique town identity, offers educational opportunities and serves as an economic driver.

The AIPP program weaves public art into the everyday experience of our community and creates lasting impressions on those who experience it. It enhances our public spaces, compliments our award winning seasonal floral displays, and makes Estes Park a visitor destination, not only for its natural beauty, but also for its vibrant arts scene.

TOWN ORDINANCE

Town Ordinance No. 08-15 establishes the *Art In Public Places* program under the auspices of the Parks Advisory Board of the Town of Estes Park.

DEFINITIONS

- A. **Art In Public Places** means any visual work of art displayed for two weeks or more in an open town-owned area, on the exterior of any Town-owned facility, inside any Town-owned facility in areas designated as public areas, or on non-Town property if the work of art is installed or financed, either wholly or in part, with Town funds or grants procured by the Town.
- B. **Curatorial Support Services Provider** means the individual, entity or organization if selected by the PAB to provide recommendations for installation and maintenance of the various types of art in the collection.
- C. **Documentation** includes, but is not limited to, periodic condition reports, records of actual maintenance performed and an assessment of those efforts, photographs, artist's maintenance recommendations, methods and materials, information, potential problems with the work of art, finishes information (e.g., painters name; when, where, what, and how the piece was finished), quality of materials used, installation information, warranties and professional and other knowledgeable opinions regarding preservation and maintenance. The documentation may also include the artist's resume, artwork history, where the work has been exhibited, and a personal interview with the artist.
- D. **Guidelines** means this document prepared, and annually reviewed and updated by the Parks Advisory Board.
- E. **Maintenance** will be performed according to a scheduled piece-specific plan to clean, repair, and preserve each work of art in the Town's public collection. A maintenance plan for outdoor works of art placed in landscaped settings may include regular tree/shrub pruning or, when necessary, re-planting to maintain desired sight lines for viewing the

work of art. All maintenance plans will include a means to assess the ongoing effectiveness of preservation.

- F. **Mass Produced** means a work of art that has been reproduced for mass distribution.
- G. **Mural** means any work of visual art painted or applied directly on a wall, ceiling or other large permanent surface. Murals include no picture, symbol or device of any kind that relates to a commercial business, product or service offered on the premises where the mural is located.
- H. **Parks Advisory Board (PAB)** refers to the Board created in Resolution No. 12-14 of the Municipal Code.
- I. **Patron** means a person who gives financial or other support to an organization, cause or activity.
- J. **Preservation** includes placement; installation; security; regularly scheduled maintenance and emergency repairs (with consideration to the natural process of aging).
- K. **Project** means an existing plan or proposal where installation of a work of art may be under consideration.
- L. **Reserve account** means the AIPP reserve account defined by these guidelines. The AIPP reserve account shall not be used for acquiring or funding: 1) reproductions or unlimited editions of original work; 2) objects that are mass produced; 3) architectural rehabilitation or historical preservation; or 4) other works deemed, by the PAB, to be inappropriate for the Town's collection.
- M. **Site** refers to a specific location being considered for or currently displaying a work of art.
- N. **Town Board** refers to the elected officials serving as Trustees of the Town.
- O. **Work of art** means all forms of original creations of visual art, including but not limited to:
 - ✓ Paintings of all media, including both portable and permanently affixed works such as frescoes and murals;
 - ✓ Sculptures of any form and in any material or combination of materials. This includes statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration;
 - ✓ Crafts and folk art works in clay, fiber, textiles, glass, wood, metal, mosaics, plastics, and other materials;
 - ✓ Kinetic and/or interactive sculptures;
 - ✓ Site-integrated artwork created by landscape designers and artists to include landscapes and earth-works, integration of natural and human made materials, and other functional art pieces. Site-integrated works may include building features, gates, street furniture, and paving materials.

FUNDS FOR WORKS OF ART

- A. The Town Board may allocate in its annual General Fund Budget, funds for an *Art In Public Places* program. The funds shall be placed in the reserve account for the AIPP program and may be expended as defined in these guidelines under “Reserve Account Established” below.
- B. Patrons may donate a piece of art to the Town of Estes Park for the AIPP program. In accepting a donation, the Town expects that funds for the transport, site preparation and installation of the piece will accompany the donation. The funds shall be placed in the reserve account for the AIPP program and may be expended as defined in these guidelines under “Reserve Account Established” below.
- C. Patrons may donate funds for the acquisition of a piece of art for the AIPP program. In accepting the donation, the Town will allocate a portion of the donation for transport, site preparation and installation of the piece. The fund shall be placed in the reserve account for the AIPP program and may be expended as defined in these guidelines under “Reserve Account Established” below.
- D. An artist may donate a piece of art to the Town for the AIPP program. In accepting the donation, the Town may, at its discretion, accept responsibility for funding the transport, site preparation and installation of the piece.
- E. Patrons may sponsor the decoration of utility boxes as a donation to the Town. These projects will be fully funded by the patron with no funds other than the base fee going to the Town. These projects will meet established guidelines and be subject to approval by the Parks Advisory Board and Town Board before acceptance.

Reserve Account Established

A reserve account for the *Art In Public Places* program may be established. Funds deposited in the reserve account may only be expended for the acquisition, installation, maintenance and repair of works of art, costs associated with de-accessioning works of art, and expenses of administration of the AIPP program. Funds in the AIPP reserve account may come from the Town’s annual General Fund Budget, grants and donations. All funds set aside or donated for works of art shall be paid into the reserve account. Any excess or unexpended funds in the AIPP reserve account shall carry forward in this account at the end of each fiscal year.

Funds in the AIPP reserve account shall not be used for: 1) purchasing reproductions or unlimited editions of original work; 2) purchasing objects that are mass produced; 3) architectural rehabilitation or historical preservation; or 4) other works deemed inappropriate for the collection.

ADMINISTRATION AND CURATORIAL SUPPORT

Parks Advisory Board (PAB)

Administration of the AIPP program is the responsibility of the Parks Advisory Board with administrative support from the Public Works Department. The PAB shall consist of members living in the Estes Valley School District as set forth in the PAB bylaws.

The PAB shall establish and amend, with Town Board approval, criteria and guidelines governing the selection, acquisition, purchase, commissioning, placement, installation, and maintenance of public works of art. Selection and placement of works of art shall be in conjunction with representatives of the Town Board and the Town department having responsibility for maintenance of the work of art.

Following placement or installation, maintenance and repair of works of art shall be the responsibility of the Town department having possession of the work(s), with the advice and guidance of the PAB. Any proposed works of art requiring extraordinary operation or maintenance expenses shall require prior approval of the department head responsible for such operation or maintenance.

Curatorial Support Services Provider

A representative of the curatorial support services provider may serve as an ex-officio and nonvoting member of the PAB. The role of the curatorial support services provider shall be to perform such duties as set forth in these guidelines as they pertain to the Town's *Art In Public Places* program. The curatorial support services provider may be reimbursed for actual expenses incurred for curatorial support.

The Town Clerk shall maintain a detailed record of all art in public places, including but not limited to accession numbers, site drawings, photographs, designs, names of artists, and names of architects whenever feasible.

GUIDELINES

The Parks Advisory Board shall adopt guidelines:

- A. To identify suitable works of art for the Town collection;
- B. To facilitate the preservation of works of art that may be displayed in public places;
- C. To prescribe a method or methods for competitive selection of works of art for display;

- D. To prescribe procedures for the selection, acquisition and display of works of art in public places;
- E. To set forth any other matter appropriate to the administration of the AIPP program;
- F. To recommend approval of patron commissioned art on utility boxes to the Town Board

SELECTING WORKS OF ART

In performing its duties with respect to AIPP program, the PAB will strive to integrate the creative work of artists into public projects to thereby increase our residents' and visitors' experience and improve the economic vitality of the Town through the enhancement of public spaces in general and the pedestrian landscape in particular. In doing so, special attention shall be given to the following:

- A. Conceptual compatibility of the design with the immediate environment of the site;
- B. Appropriateness of the design to the function of the site;
- C. Compatibility of the design and location with a unified design character or historical character of the site;
- D. Creation of an internal sense of order and desirable environment for the general community by the design and location of the work of art;
- E. Preservation and integration of natural features of the site;
- F. Appropriateness of the materials, textures, colors and design to the expression of the design concept;
- G. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design and media throughout the community.

Selection of a work of art may be PAB or otherwise initiated. These guidelines apply in both instances. Additional guidelines apply to donations of works of art and they may be found in other sections of this document.

Direct Purchase

The PAB may purchase existing artwork from an artist/owner in unique circumstances (e.g. when the price presents an economic advantage) or to meet one of the AIPP program goals. The PAB may approach an artist or an artist may approach the PAB.

Artists who have a finished work of art that they wish the PAB to consider for purchase should submit the following to the PAB:

- A. A proposal sheet with the artist's name, title of the artwork, dimensions, medium, date produced, price, location, number of reproductions, restrictions on reproduction, and other information the artist deems pertinent;
- B. A resume and references;
- C. A maquette and/or images or the actual work for review. (Images may be provided electronically or by hard copy and should show all sides, providing the proper scale of the work);
- D. A cover letter explaining why the work should be added to the Town's public art collection;
- E. A conservation assessment describing the artwork's condition, along with a maintenance plan. (The plan should include an explanation of the expected life span of the work while placed in a public environment, specifying the type of environment in which the artwork may be placed. It should also discuss whether the artwork may be prone to vandalism and how the effects of any vandalism may be mitigated; it should be authored by a qualified conservator or the artist.);
- F. The PAB may request additional information.

Open Competitions

Competitions are open to artists within the geographic limits and other specifications set by the PAB (which vary from competition to competition). The PAB strives to maintain balance between competitions involving local artists only and artists from a larger area. The PAB process for typical competitions is as follows.

- A. The PAB provides a project description, budget, time schedule, and summary of duties and obligations;
- B. The artist shall provide a maquette and site drawing (if appropriate), design, concept statement, recommended installation and maintenance requirements, budget, photographs, resume and references.
- C. Proposals shall be considered by the jury, and a final choice or choices will be presented to the PAB for recommendation to the Town Board. Jury composition varies and is determined by the PAB, but juries typically include representative(s) from the designated site and the PAB. Acceptance of art will be the responsibility of the Town Board.

- D. Entry materials will be returned to the artist only if requested and appropriate packaging, postage and insurance are included with the entry by the artist. The names of selected artists may be obtained from the Chairperson of the PAB or Public Works staff.

The Parks Advisory Board recognizes that works of art often significantly alter public places, becoming a new, major presence in the environment. In recent decades, visual art has rapidly evolved and diversified, creating at times a gap between visual art and its appreciation by the general public. The AIPP program shall endeavor to bridge this gap by broadening community awareness of the issues involved in visual art and its historical context, and encouraging informed debate among all segments of the community.

DISPLAY OF ART IN PUBLIC SPACES

- A. Works of art selected and implemented pursuant to the provisions of this chapter may be
 - 1) placed in, on or about any public place; or 2) by agreement with the owner thereof, placed on any private property with substantial public exposure in and around the town. Works of art owned by the Town may also be 3) loaned for exhibition elsewhere, upon such terms and conditions as deemed necessary by the PAB.
- B. All art in public places shall receive the prior review and approval of the Town Board. None shall be removed, altered or changed without the prior review and approval of the Town Board.
- C. No work of art financed either wholly or in part with Town funds or with grants procured by the Town shall be installed on privately owned property unless the following condition is met.
 - a. A written agreement must be prepared and signed by the Chairperson of the PAB, acting on behalf of the Town, and the owner of the property specifying the proprietary interests in the work of art and specifying other provisions deemed necessary or desirable by the Town attorney. In addition, such written agreement shall specify that the private property owner assures:
 - 1. The installation of the work of art will be done in a manner which will protect the work of art and that takes into consideration public safety;
 - 2. The work of art will be maintained in good condition; and
 - 3. Insurance and indemnification of the Town will be provided as is appropriate.
- D. Installation, maintenance, alteration, refinishing and moving of art in public places shall be done in consultation with the artist whenever feasible.
- E. The Town Clerk shall maintain a detailed record of all art in public places, including accession numbers, site drawings, photographs, designs, names of artist, names of

architects and correspondence between all parties involved in the creation, acquisition, placement, and display of art work whenever feasible.

OWNERSHIP OF WORKS OF ART

All permanent works of art acquired pursuant to these guidelines shall be acquired in the name of, and title shall be held by, the Town of Estes Park.

Exemptions of Ownership of Works of Art

The following are exempt from the provisions of these guidelines:

- A. All works of art in the collections of, and having been purchased or acquired as a donation by the Estes Valley Public Library and The Estes Park Museum are exempted from these guidelines;
- B. All works of art that are the private, personal property of any Town employee and that are displayed in Town offices or other areas of Town-owned facilities that are not generally frequented by the public.

The Parks Advisory Board recognizes the fact that these exempted organizations acquire artwork donated by patrons or purchased and donated by their supporting/friends organizations. In acquiring new artworks for their collections, we respectfully request the governing boards and staff of the exempted organizations be cognizant of and embrace the spirit of the AIPP Guidelines as they continue adding to their art collections.

ACQUISITION OF WORKS OF ART

Public art may be acquired through commissioning a site-specific work, direct purchase, or donation of a work of art.

A commissioned work of public art typically involves selecting an established artist to develop a piece of artwork for an identified location or use. If site specific, the artwork must conform to the AIPP program developed by the PAB regarding the site's functional context, its architecture, its location, its relationship to the adjacent terrain, and its social context. If a work of art is commissioned for a specific use it must meet the requirements set forth by the PAB.

The PAB is entrusted to develop criteria for commissioned projects and to site other acquired works. The PAB's administrative policies, selection and placement criteria are detailed in these Guidelines.

Periodically the Town of Estes Park or the Parks Advisory Board may be offered donations of works of art. Donations are subject to the same policies and criteria of the AIPP program as any other work of art being considered by the Town. The PAB has the discretion, subject to program policies, to recommend to the Town Board either accepting or rejecting any work of art offered to the Town for public art purposes.

TEMPORARY PUBLIC WORKS OF ART

The PAB may, at its discretion and with approval of the Town Board, designate sites within the Town of Estes Park as locations for the display of temporary works of art otherwise meeting the criteria detailed in these guidelines. Sites will be selected for their visibility and access to both visitors and residents to the town. The display of temporary art has several goals. They are: 1) enriching our community; 2) providing exposure to artists working in a variety of media; and 3) allowing for the exhibition of a wide variety of works of art that may supplement and enhance the permanent Town art collection.

A selected artwork must exemplify commitment to quality and innovation. A temporary art exhibit may be held with the intention of creating a mutually beneficial partnership between the Town of Estes Park and artists working both within and outside of the community.

Selected artists will enter into a standard lease agreement with the Town of Estes Park for each work of art proposed for exhibition. The length of the lease may be for up to one year. A ten-percent (10%) sales commission is collected by the Town for any temporary work of art that is sold during the exhibition and the funds deposited into the AIPP reserve account.

ARTIST SELECTION CRITERIA

When evaluating the possibility of working with a particular artist, the PAB generally considers the following factors.

- A. The artist's presentation.
- B. The ability of the artist to work cooperatively and effectively with stakeholders.
- C. The technical feasibility of a proposed project and the artist's technical ability.
- D. Other factors deemed by the PAB to be important.

SITE SELECTION FOR WORKS OF ART

The PAB is charged with selecting sites for purchased or donated artwork. The PAB generally considers the following criteria in matching an artwork with a display site.

Display Standards

- A. Conceptual compatibility of the design with the immediate site environment;
- B. Appropriateness of the design to the function of the site;
- C. Compatibility of the design and location with a unified design character or historical character of the site;
- D. Creation of a desirable environment for the general community by the design and location of the work or art;
- E. Preservation and integration of natural features of the site;
- F. Appropriateness of the materials and design to the expression of the artist's concept;
- G. Representation of a broad variety of tastes within the community and the provisions of a balanced inventory of art in public places to ensure a variety of style, design, and media throughout the community;
- H. Visibility and accessibility;
- I. Public safety;
- J. Car and pedestrian traffic patterns, and other Right of Way considerations;
- K. Site conditions/constraints: existing landscaping, site furnishings, water for irrigation, drainage, grading, electrical source for lighting, and other utility considerations such as depth of existing utilities, access to natural gas hook up, etc.;
- L. Environmental impacts such as noise, sound, light and odors;
- M. Impact on operational functions of the Town such as snow removal, mowing operations, etc.;
- N. Compatibility with the site function;
- O. Susceptibility to vandalism;
- P. Costs of site preparation;
- Q. Existing works of art in/near the site area;
- R. Impact on adjacent property owners;
- S. Any other criteria deemed by the PAB to be important.

Town Department Input

Whether 1) working to select artwork for a designated site, or 2) selecting a site for an already acquired artwork, the PAB strives to get input from relevant Town departments. Relevant departments will typically be either 1) a department receiving artwork in/on its building/grounds, or 2) a department whose general responsibilities will be materially impacted by the placement of a work of art at a particular site (visual sightline obstruction, mowing or snow removal operations, etc.).

The Chairperson of the PAB will contact the director of the relevant department(s) to discuss potential sites and will invite the director to serve on any formal selection committee. The PAB encourages participation by the relevant department director. Selection processes which are determined by the PAB may vary by project. The Chairperson of the PAB will ask the director of the relevant department to provide any concerns he or she has about the sites and/or their impact on department operations before a selection process is concluded/finalized.

POST-SELECTION PROCESS

Once a site has been selected, an installation plan will be developed by the PAB with input from the artist, donor, and contractor when appropriate. Following installation, the designated representative(s) of the PAB and the relevant department director will meet to inspect the site and sign off on the finalized project.

At the time of an acquisition, by donation or purchase, the proposed budget for a work of art should include all costs of installation, which may include (1) plinths or other display components; (2) site development, including landscaping and irrigation system installation or modification; and (3) an identification plaque.

Contracts

Following final selection of a work of art or artist, a written contract shall be prepared by the Town Attorney. Executed contracts shall be filed with the Town Clerk and a copy placed in the artwork accession file managed by the curatorial support services provider.

Public Disclosure

Information about regular PAB meeting dates, rooms and times may be obtained by contacting the Town Clerk. Special meetings may be called from time-to-time as needed. Information regarding PAB meetings is posted in Town Hall and meetings, in accordance with Town regulations, are open to the public. Notices about PAB agendas and minutes are provided to the Trail Gazette and Estes Park News newspapers to facilitate public input. Generally, a legal notice, including a photograph of a proposed work of art donation or acquisition is placed in the newspaper to allow citizen comment. Feedback received shall be provided to the PAB prior to the second and final reading at a Town Board meeting regarding the proposed installation. Under special circumstances, the second reading may be waived.

DONATING A WORK OF ART

Background and Definitions

The Town of Estes Park's collection of public art consisting, in large part, of donations from arts organizations and private parties. Needless to say, donations are an important part of the collection. The AIPP program has limited funds for administration, preservation and maintenance of works of art. Likewise, there are a limited number of suitable municipal sites appropriate for the installation of works of art. To ensure the quality of the collection, the PAB uses these guidelines to decide whether a proposed donation is appropriate for addition to the Town's collection. The PAB accepts only those works that will, in its discretion, further the overall goals of the AIPP program

Process for Consideration

The PAB requests that individuals or entities interested in donating a work of art follow these steps:

- A. Submit a complete official donation application to the Chairperson of the PAB. This form may be obtained from the Town website or from the Town Clerk.
- B. Provide a maquette and/or images or the actual work for review. Images may be provided electronically or by hard copy and should show all sides and the proper scale of the work.
- C. Include a cover letter explaining that you are offering the work of art to the Town as a gift and explain why the work should be added to the Town's public art collection.

- D. Provide a copy of the artist's resume or biography; information about the artist's significance; and digital images showing a sampling of the artist's work.
- E. Provide information about the artwork's provenance, exhibition history, and a current estimate of value. Include a letter of authenticity from the artist, if possible.
- F. Provide a conservation assessment describing the condition of the work of art, along with a maintenance plan. The plan should include an explanation of the expected life span of the work of art while placed in a public environment, stipulating the type of environment (interior/exterior) in which the work of art may be placed. The plan should also discuss whether the work of art may be prone to vandalism and how the effects of any vandalism may be mitigated; it should be authored by a qualified conservator or the artist.
- G. The PAB may request additional information.
- H. The PAB is unlikely to consider any donation that requires immediate or extensive maintenance.

Review Considerations

In reviewing a potential donation, the PAB typically considers the information requested above, as well as aesthetic quality (including craftsmanship), compatibility with the Town's existing public art collection, and budget (i.e. maintenance requirements and installation costs). The PAB may also consider other factors contained in its acquisition guidelines.

Public Disclosure

Information about regular PAB meeting dates, rooms and times may be obtained by contacting the Town Clerk. Special meetings may be called from time-to-time as needed. Information regarding PAB meetings is posted in Town Hall and meetings, in accordance with Town regulations, are open to the public. Notices about PAB agendas and minutes are provided to the Trail Gazette and Estes Park News newspapers to facilitate public input. Generally, a legal notice, including a photograph of a proposed work of art donation or acquisition is placed in the newspaper to allow citizen comment. Feedback received shall be provided to the PAB prior to the second and final reading at a Town Board meeting regarding the proposed installation. Under special circumstances, the second reading may be waived.

DE-ACCESSIONING A WORK OF ART

De-accessioning is a procedure for withdrawing a work of art from the Town of Estes Park's public collection. The PAB is responsible for recommending to the Town Board whether any

piece(s) should be de-accessioned. De-accessioning occurs only for good reason, in the PAB's discretion.

Basis for De-Accessioning

The PAB may de-accession an artwork for one or more of the following reasons.

- A. The work of art endangers public safety.
- B. The work of art has been determined to be in unsatisfactory condition.
- C. The work of art lacks a suitable display site.
- D. The condition or security of the work of art cannot be reasonably guaranteed where located.
- E. The work of art is attached to a structure slated for destruction, remodeling or repair (so that it is not practical to keep it).
- F. The work of art is or has become incompatible with the rest of the collection.
- G. The Town wishes to replace the work of art with a piece of more significance by the same artist.
- H. The work of art requires excessive maintenance or it has faults of design or workmanship.
- I. The work of art is found to be fraudulent or not authentic.
- J. The Town cannot properly care for or store the work of art.
- K. For any other reason articulated by the PAB, in its discretion.

Process/Disposition

The PAB will review the works of art in the Town's collection at least once every five years to determine whether any piece(s) should be de-accessioned. In addition, the Town reserves the right to de-accession a work of art at any time deemed appropriate by the PAB.

De-accessioning may only be considered during a monthly or a special meeting of the PAB. A majority of PAB members in a quorum must approve de-accessioning for two consecutive votes. After the first vote, a public announcement of the plan to de-accession must be made to permit public input prior to the second vote. Following the second vote, and upon approval of the Town Board, the work of art shall be officially de-accessioned from the Town collection.

The PAB may consider the following options for disposition of a de-accessioned artwork.

- A. Return to the artist;
- B. Sale or trade;
- C. Destruction (which shall be reserved for works deteriorated or damaged beyond reasonably-priced repair);
- D. Donation; or
- E. Any option deemed appropriate by the PAB.

MAINTENANCE GUIDELINES FOR WORKS OF ART

Goal

The goal of the AIPP Maintenance Policy is to properly maintain the Town’s collection of publicly owned works of art to ensure Estes Park citizens’ long-term enjoyment of the collection. The AIPP Maintenance guidelines spell out the documentation, preservation, and maintenance processes that will support that goal. The AIPP Maintenance guidelines will be implemented on a piece-specific basis that recognizes the value of each work of art in the collection.

Process

- A. *Documentation.* Initial documentation will be provided at the time an artist/donor submits a work of art for consideration, prior to a piece being accepted into the Town collection. A standardized form, completed by the artist/donor, will be used for this purpose. The PAB, appropriate Town departments (Public Works Parks Division and/or Light & Power Division), outside contractors, service people and experts may be asked to review this documentation. Documentation will reside in the records of the curatorial support services provider and their representative to the PAB will be responsible for creating, keeping and periodically updating the documentation. The PAB will use the projected cost of maintenance as one consideration in its final determination of acceptance and placement. Although documentation and maintenance recommendations alone will not be used to specifically exclude artwork from the Town collection, the recommendation may play a role in that final determination. The AIPP reserve fund may be used to pay for acquiring critical, missing documentation not obtained at the time of acquisition of a work of art.
- B. *Maintenance documentation.* When a work of art is accepted into the Town collection, minimum, “benchmark” level maintenance and a maintenance schedule will be established for it. The documentation will include a standard for regular maintenance

(e.g. timing, type of maintenance) and identify any maintenance issues that may require special attention. Each medium will require knowledgeable people to develop maintenance criteria. In addition, the maintenance criteria may include future historic and aesthetic considerations for each piece. The maintenance documentation may be reviewed and revised as needed.

- C. *Inspection and Condition Report.* Upon a schedule recommended by the PAB, the curatorial support services provider will initiate and produce an inspection and condition report. Paid professional condition appraisers/conservators and/or knowledgeable volunteers, craftspeople or industry experts may perform the inspection for each piece. The inspection and condition report will become part of the permanent documentation for the specific work of art and will reside with the curatorial support services provider.
- D. *Regular Maintenance.* Town Parks Division staff, paid professionals and/or trained and supervised volunteers will perform regular maintenance of works of art based upon the maintenance schedule and condition report for each specific work of art. Maintenance will be performed upon a recommended schedule developed by the PAB in consultation with the representative of the curatorial support services provider (if available) each year.
- E. *Special Maintenance.* Paid professionals/craftspeople or knowledgeable/trained volunteers will perform maintenance that requires specialized tools, equipment, or knowledge on an “as needed” basis. The representative of the curatorial support services provider, in consultation with the PAB will use the condition report and/or site visits to determine need.
- F. *Emergency Maintenance or Repair.* Paid professionals/craftspeople or knowledgeable/trained volunteers will perform emergency maintenance/repair on an “as needed,” timely basis as determined by the representative of the curatorial support services provider in consultation with the PAB.
- G. *Construction, Remodeling, Painting & Repair.* Whenever construction, remodeling, painting or other maintenance projects undertaken by the Town adversely impact any work of art in the Town collection, the PAB is to be notified in advance of the work commencing. A plan to protect and preserve the works of art likely to be impacted is to be developed, in conjunction with the representative of the curatorial support services provider, and approved by the PAB prior to work commencing.

Implementation

- A. *Maintenance Plan Implementation.* The Department of Public Works staff, Parks Division staff and the representative of the curatorial support services provider will monitor the AIPP maintenance plan and will report to the PAB annually, or more often if

needed, on the status of art work maintenance. The Department of Public Works staff and the representative of the curatorial support services provider will monitor and report to the PAB on quality control, evaluation and corrective maintenance actions carried out under the approved plan.

- B. *Funding.* Funding for maintenance will be established through a budget developed annually by the Department of Public Works and Parks Division staff and presented to the PAB in November. Funds for maintenance may come from the AIPP reserve account or be a line item in the appropriate Town department's annual operating budget. Maintenance funding of works of art in the permanent Town collection will take precedent over new art purchases.
- C. *Contract Services.* Contracts with paid professionals/craftspeople will follow established Town guidelines and will be handled through the appropriate Town department.
- D. *Quality Control.* The PAB believes in regulating the quality of maintenance to an established standard. Therefore the PAB will work over time to collect and assimilate maintenance data pertinent to the various types of works of art in the Town's collection (e.g. Lacquer vs. waxing, annual vs. biannual maintenance, professional vs. trained volunteer, etc.) The PAB, the representative of the curatorial support services provider, and Public Works Department staff will use this data to develop specific quality standards and devise ways to measure if the standards are met. Once established, the standards will be used to collect relevant data, analyze that data, and create corrective action plans as needed. The Public Works Department staff will identify specific areas of comparison (e.g. using multiple contractors and comparing the results of their work) and documenting specific maintenance challenges and failures (and their solutions).
- E. *Policy Review.* Annually, in November, PAB members, and/or the Director of Public Works will recommend changes to the AIPP Maintenance guidelines to the PAB.
- F. *Attachments.* Samples of forms to be used to implement the AIPP program are to be found in the *Appendix* section of these guidelines and may be modified by the PAB as needed during the annual guidelines review process.

PLACEMENT OF WORKS OF ART IN THE PUBLIC RIGHT OF WAY (ROW)

Goal

The goal of this policy is to develop a framework for the consideration of works of art that will enhance the community and the travel corridor of the road/utility ROW. The guidelines do not rule out any particular application, as every installation should be weighed in relation to the location, the factors noted below, as well as the other impact values.

Leadership for consideration of all projects and installations rests primarily with the Town of Estes Park PAB. Staff liaison support is provided through the Public Works Department and in cases that impact the ROW, Public Works will guide the process of securing collaborative support from other Town departments as well as from other governmental agencies (i.e. CDOT, Town of Estes Park Light & Power, etc.).

Public Works can and will provide support, professional expertise, and advisement as needed for installations selected by the PAB. Primary contact will be through the Public Works Director and any staff member who will be supporting the project(s). In installations that involve CDOT ROW, Public Works will develop a plan to address the separate contracts, review, and inspection requirements necessary with these projects; this may include cost considerations for project management if the size of the installation is large.

The Town of Estes Park utilizes the Manual on Uniform Traffic Control Devices (MUTCD) when determining uses, signage, visual sightline requirements, and other issues that impact the ROW. The MUTCD is nationally accepted as the primary standard for these requirements.

Installations Adjoining the ROW

When considering installations along the ROW the following factors shall be considered by Public Works in making a determination about a particular installation.

- A. ADA requirements.
 - 1. For example: Does the installation impact the egress of handicapped individuals?
- B. Impact on flow of pedestrians, bicycles, or traffic.
 - 1. For example: Does the installation cause undue interruption of the flow of individuals on a sidewalk or cross walk?
- C. Safety Impacts.
- D. Maintenance requirements/modifications that may be created by the installation.

Installations within the ROW

When considering installations in the ROW the following factors must be considered and resolved collaboratively with all stakeholders, with Public Works making a final determination about a particular installation.

- A. ADA requirements.
- B. Impact on flow of pedestrians, bicycles, or traffic.
- C. Maintenance requirements that may be created by the installation.
- D. Safety impacts.
 - 1. Does the installation cause undue distraction for drivers, so that vehicles are more likely to cause accidents from slowing or disorientation?
 - 2. Does the installation cause a blockage of sightlines such that safety for drivers, pedestrians, or cyclists is compromised?
 - a) These sightlines will be different in each installation so size may be a factor at certain locations. For example in an installation at a traditional intersection location close to the sightlines at the corners may create a significant hazard; or within roundabout installations that create blind spots for drivers related to pedestrians will create a significant hazard.
 - b) Height of installations is not generally an issue except when a foundation structure is required that may limit visibility for pedestrians in wheelchairs or may cause drivers to “rubber neck” for better viewing.
 - 3. When installations are within the ROW project planners must be sensitive to works of art that may draw pedestrians into the traffic flow for viewing. In roundabout situations this is a critical factor as these traffic devices do not have designated locations for drivers to stop. Roundabout islands are not intended to accommodate pedestrian traffic. A work of art designed for a roundabout, must be designed to be viewed from a distance. It is also recommended that recognition for works of art (artist signatures, plaques describing the work of art, etc.) be placed outside of the roundabouts flow of traffic versus on the island itself.

APPENDIX

CONTRACT FOR COMMISSION OF ARTWORK ESTES PARK, COLORADO

This Agreement is entered into this (day, month, year) by and between the Town of Estes Park, Colorado (herein after called “the Town”) and (artist’s full name) (hereinafter called “the Artist”).

Recitals

In conjunction with (project name), the Town has allocated funding from the Art In Public Places program reserve fund in the amount of \$_____ to acquire artwork which will be created and installed in (location). This agreement is for artwork to be installed (location description). The Artist was selected through a competitive process by the Parks Advisory Board.

Based on these foregoing recitals and the terms and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

1.1 Artist’s Responsibility

- A. The Artist shall perform all services and be responsible for all expenses, materials, supplies, and equipment necessary to design, fabricate, deliver, and install Artwork consisting of _____ (description of the artwork) _____.
- B. The Artist’s services shall be performed in a professional, timely, and workmanlike manner, and in strict compliance with all terms and conditions in this Agreement. The Artist is responsible for all costs, expenses, and fees associated with the design, engineering, fabrication, installation, lighting, site visits, and insurance of the Artwork.
- C. The Artist shall coordinate the installation of the Artwork with the Town. The Artist agrees to repair and/or replace any damage caused by the Artwork installation at his expense, whether caused by the Artist or by anyone the Artist engages to assist him, to the satisfaction of the Town’s designated representative (“Town Representative”), as set forth in this Agreement. The person designated as “Town Representative” is the Chairperson of the Parks Advisory Board.
4. The Artist is an independent contractor and not an agent or employee of the Town.
5. The Artist shall secure any necessary engineering work and is responsible for all site preparation.
6. The Artist will provide the concrete foundation on which the sculpture will sit.
7. In performance of the work described herein, the Artist shall comply with all applicable federal, State and Town laws, rules, and regulations, including but not limited to, applicable copyright, building and life, health and safety codes.
8. The Artist shall indemnify and hold the Town harmless from any damage or injury claims made

by a third party(ies) arising during the installation process and caused, or claimed to be caused by such process, including harm to himself, to others including the public, or to the Artwork.

9. The Artist shall provide the Town with written instructions for the maintenance, care, and up keep of the Artwork, with a description of all materials used, and a Certificate of Authenticity for the Artwork.
10. The Artist is solely responsible for the compensation and for the work of every contractor and other person he engages to assist him in discharging the duties under this Agreement. The Artist agrees to engage no person without providing adequate worker's compensation insurance, in amounts required by Colorado law.
11. The Artist shall secure and provide insurance for the on-site installation period in amounts and limits specified in this section. The Artist shall provide the Town Risk Manager with a certificate of liability insurance which addresses the period of on-site installation, and includes the following:
 - (1) The policy must be an occurrence form; the coverage amount shall be \$1,000,000 for products/completed operations hazard(s); the Comprehensive General Liability insurance shall have combined single limits of \$1,000,000 per occurrence; and the policy shall not be cancelled, terminated nor not renewed without first giving 30 days advance written notice to the Town Risk Manager;
 - (2) Neither this Agreement nor an insurance policy issued as required by this Agreement shall be understood to waive or diminish the effect of the Colorado Governmental Immunity Act protections enjoyed by the Town.

1.2 Town's Responsibility

- A. The Town will provide the Artist access to the site for installation of the Artwork.
- B. The Town will provide payment to the Artist in a timely fashion as outlines in the Payment Schedule in Article 6 of the Agreement.
- C. The Town will secure any and all required licenses, permits, and similar legal authorizations, at no expense to the Artist, as may be necessary for the installation.
- D. The Town will designate a representative (see Article 1, Section 1.1 C above) with whom the Artist should communicate and coordinate when necessary, and the Town Representative has the authority to make decisions for the Town with regard to the matters described herein, including, but not limited to inspection of any work in progress at the Artist's studio or fabrication location, determining substantial and final completion of the Artwork, approving payments to the Artist, approving and coordinating installation.
- E. The Town will provide, at no charge to Artist, a plaque on or near the Artwork identifying the Artist and Title of the Artwork.

ARTICLE 2. DESIGN CHANGES

- A. Final Design Proposal – Following execution of this contract, the Artist will, in consultation with Town staff when necessary, develop his original proposal into a Final Design Proposal which includes: 1.) A working drawing or rendition of the proposed Artwork and the site, and a description of the materials to be used in the artwork; and 2.) Cost estimates for the design, fabrication, engineering, transportation, installation, and insurance. The Parks Advisory Board, or a committee thereof, shall review and approve the final design prior to execution.
- B. Any significant change to the design of the Artwork, as approved pursuant to Article 2, Section 2.1 above, must be approved in writing by the Town. The Artist shall provide proposed changes in writing or graphic communication to the Town for review and approval. A significant change is considered to be any alteration which materially affects the approved design or installation. Minor changes do not require written approval.

ARTICLE 3. COMPLETION DATE

The Artist agrees to complete, deliver, and install the Artwork no later than (month, day, year).

Liquidated Damages: If the Artist fails to complete the on-site installation of the Artwork by (month, day, year), a late fee of \$100 per day will be levied, beginning on (month, day, year), and continuing at \$100 per day for every day until the day the Artwork is successfully installed. This late fee will be deducted from the final payment due to the Artist. This late fee shall not apply to delays caused by the Town or acts of God.

ARTICLE 4. ACCEPTANCE OF THE ARTWORK

The Artwork will be deemed to be accepted by the Town after the following requirements have been satisfied:

- (1) The Artwork is completed, delivered, and installed in accordance with this Agreement and the approved design, and the Town has verified this; and
- (2) The Artist has delivered to the Parks Advisory Board the following:
 - (a) An executed bill of sale;
 - (b) Written maintenance and care instructions; and
 - (c) An original signed Certificate of Authenticity.

ARTICLE 5. PAYMENT SCHEDULE

The Town shall pay the Artist a fixed fee of \$ [redacted] that will constitute full and complete compensation for all services performed, materials furnished, and for the artistic value provided by the Artist under this Agreement. If the Artist is in compliance with the terms of this Agreement, then the Town will pay the Artist as follows:

- A. First payment of \$ (30% of the total cost of the Artwork) shall be made when this Agreement is signed by both parties, recognizing that the Artist will invest time and incur expenses in preparing the designs and purchasing materials as set forth in Article 1, Section 1.1(A). No invoice from the Artist is required.
- B. Second payment of \$ (30% of the total cost) shall be made to the Artist when the Artwork is 50% completed and reasonable proof of this, such as digital photographs, has been provided. The Artist will provide a written invoice for this payment.

- A. Third payment of \$ (30% of the total cost) when the sculpture is completed (but prior to transport) and reasonable proof of this has been provided. The Artist will provide a written invoice for this payment and digital photographs.
- B. Fourth and final payment of \$ (10% of the total cost) following installation and acceptance of the Artwork by the Town, as described in Article 4.

The Town agrees to mail each payment described above within two (2) weeks of receiving an invoice from the Artist.

ARTICLE 6. WARRANTY

- A. The Artist represents and warrants that the design of the Artwork is unique and solely the result of the creative efforts of the Artist, and is wholly original with the Artist and does not infringe upon or violate the rights of any third party.
- B. The Artist warrants that the Artwork is and shall remain free and clear of all liens, including mechanics liens and encumbrances of the Artist.
- C. The Artist shall not duplicate or offer the same or materially similar Artwork for sale elsewhere within a 200 mile radius of Estes Park.
- D. The Artist warrants that all work is performed in accordance with professional “workmanlike” standards, and fully guarantees the Artwork to be free from defective materials, products, and workmanship, for one year following the date of the Town’s final acceptance of the Artwork, as described above. During this period the Artist agrees to make necessary repairs to the Artwork, in a manner satisfactory to the Town, of any defect which is the result of faulty workmanship or materials. If within one year following the date of final acceptance, the Artist is unable or unwilling to make any necessary repairs, the Artist is responsible for reimbursing the Town for damages, expenses, or loss incurred by the Town as a result of having to complete such repairs. The Artist is not responsible for damage to the Artwork caused by vandalism, acts of God, Town employees or contractors.

ARTICLE 7. COPYRIGHT

- A. The Artist expressly reserves the rights under common law or under the federal Copyright Act to control the making and dissemination of copies and reproductions of the Work that the court(s) in the venue of this Agreement afford to him, except as specified in Article 6 Section C. The Artist specifically agrees that the Town, and its commissions, agents, divisions, employees and officials may, without further approval from or compensation to the Artist, reproduce the Artwork graphically, in photographs, drawings, or computer generated images for any Town business, including advertising, promotions, visitor and convention activities, and economic development activities. The Town agrees that whenever appropriate such graphic reproductions of the Artwork will include the Artist’s name, in such a manner and location as will comply with U. S. copyright law.
- B. The Town acknowledges the existence of a 1990 federal law regarding Artist’s rights which limits the Town’s unilateral ability to modify the Artwork without advance notice to the Artist; however, the Artist agrees that the Artwork, and all components and elements thereof, are the property of the Town. The Artist agrees that after the warranty period described in 7.D. expires, the Town has the right to unilaterally, without Artist’s knowledge or consent, repair, remove, relocate, replace, sell, or store the Artwork. While it is the Town’s intent to permanently retain and maintain the Artwork as described

herein, over time future citizens and Town Boards may determine that the Town should remove it or otherwise dispose of the Artwork, and the Town reserves that right. If the Town alters, modifies, or changes the Artwork, it will not thereafter represent the altered work as that of the Artist without his consent.

- C. The Artist agrees to indemnify and hold the Town harmless from any and all liability arising out of the Artist's violation or claim of violation by any person of any copyright or trademark infringement whether or not such claim(s) or suit(s) is(are) frivolous.

ARTICLE 8. INDEMNIFICATION

The Artist will indemnify and hold the Town harmless from all loss and liability (including attorney's fees, court costs, and all other litigation expenses) for any infringement of the patent rights, copyright, trademark, and all intellectual property claims of any person or persons in consequence of the Town's acceptance of the Artists work or the use by the Town, or any of its officers or agents, of articles or services supplied in the performance of the Agreement, whether or not such claim (s) is (are) frivolous.

ARTICLE 9. DEATH OR INCAPACITY

If the Artist becomes unable to complete the terms of this Agreement due to death or incapacitation, such death or incapacitation will not be considered a default of this Agreement on the part of the Artist; however, upon the happening of death or incapacity of the Artist, the Town is not obligated to proceed with this Agreement.

In the event of incapacity, the Artist may assign the Artist's obligations and services under this Agreement to another artist of his choosing, but only with written approval of the Town. Alternatively, the Town may terminate this Agreement.

In the event of the death of the Artist, this Agreement may terminate. The Artist's executor shall deliver the Artwork, in whatever form and degree of completion it may be at the time, to the Town, along with all materials and supplies purchased for the Artwork's fabrication, if not yet completed. The Town has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing; however, the Artist's heirs shall retain the copyright to the Artwork and all rights under Article 8.

ARTICLE 10. TERMINATION OF AGREEMENT

The Town may terminate this Agreement if the Artist fails without cause to complete, deliver, and install the Artwork as stipulated in this Agreement. The exercise of a right to termination under this section shall be in writing and set forth the grounds for termination. If this Agreement is terminated under this section, the Artist is entitled to retain the 10% fee paid to him when the Agreement was executed, but shall return to the Town all other compensation paid to him under the terms of this Agreement within 30 days of the date of termination. If the Artist fails to return said Town funds, the Town shall have the right to take possession of the Artwork, in whatever form and degree of completion it may be at the time, and all materials and supplies purchased and obtained by the Artist for the Artwork, and the Town has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing. However, the Artist shall retain the copyright to the Artwork and all rights under Article 7.

ARTICLE 11. WRITTEN NOTICE

The parties agree that any notice required by this Agreement shall be given as follows, including notice of a change of address or change in the Town Representative:

Town:

Artist:

ARTICLE 12. ENTIRE AGREEMENT

The terms and provisions of this Agreement, including attachments and any amendments, represent the entire understanding of the parties with respect to the subject matter of this contract. No representations or warranties are made by the Artist or the Town except as herein set forth. The terms of this Agreement may only be altered or modified in writing and signed by both parties.

ARTICLE 13. LAW AND VENUE

The laws of the Town of Estes Park, Larimer County, Colorado, shall govern this Agreement. Any action arising out of or under this Agreement shall be brought in Larimer County, Colorado.

Signed:

Mayor, Town of Estes Park

Date

Artist

Date

ATTEST:

Town Clerk

**TOWN OF ESTES PARK PARKS ADVISORY BOARD
ARTWORK DONATION FORM**

Thank you for your interest in donating a work of art to the Town of Estes Park. Art in public places is a vital component to the beauty and quality of life in our community. Please complete the information below to facilitate a thorough review of the proposed donation. In order to assure the highest standards, aesthetic consistency, and proper maintenance, the decision to accept the donation rests with the Parks Advisory Board, and the PAB reserves the right to move or remove the piece from the permanent collection if that becomes necessary in the future. Please attach photographs or detailed drawings of the artwork to this form. Please also attach documentation authenticating the purchase price or appraised value.

GENERAL INFORMATION

Donor name (Individual/Organization/Business): _____

Contact person (If different from above): _____

Mailing Address: _____

Phone number & e-mail address: _____

INFORMATION ABOUT THE ARTWORK

Title of the artwork: _____

Name of the artist: _____

Mailing address of artist: _____

Media or materials used or to be used in artwork: _____

Proposed Location of Artwork: _____

Special Instructions (if any): _____

When is the artwork available for installation?: _____

Year completed: _____ Purchase price: \$ _____ Current value: _____

Dimensions: _____ Weight: _____

Long-term maintenance required: _____

Does donation include the cost of site preparation, installation costs, concrete pad or pedestal (if necessary), or does it include money for these costs? YES NO

If yes, please provide proposed budget amount: _____

The undersigned is the owner of the artwork, free of all liens and encumbrances, and has the right to make this agreement.

The undersigned hereby agrees to donate the above described art work, with the following additional conditions (if any):

Donor Signature & Date (Please print name after signature)

Return to: Town of Estes Park, Attn: Parks Advisory Board, 170 MacGregor Ave., P.O. Box 1200, Estes Park, CO 80517

**TOWN OF ESTES PARK PARKS ADVISORY BOARD
ARTWORK LOAN AGREEMENT**

Please return to: Town of Estes Park, Parks Advisory Board, 170 MacGregor Ave., P.O. Box 1200, Estes Park, CO 80517

Artist name: _____

Mailing Address: _____

Phone number & e-mail address: _____

Description of Artwork

Artwork #1 - Title: _____

Medium: _____ Price or Estimated Value: \$ _____

Dimensions (h-w-d): _____ Weight: lbs. _____

Artwork #2 - Title: _____

Medium: _____ Price or Estimated Value: \$ _____

Dimensions (h-w-d): _____ Weight: lbs. _____

Artwork #3 - Title: _____

Medium: _____ Price or Estimated Value: \$ _____

Dimensions (h-w-d): _____ Weight: lbs. _____

I give the Town permission to photograph my art for temporary display on the Town's website: Yes No

Will hanging art require special installation or equipment other than regular wall hooks? Yes No

Dates of the loan are: _____

The artist understands and agrees to the terms and conditions contained in the Art In Public Places Guidelines for Temporary Public Works of Art. Exhibits attached to or printed on the opposite side of this agreement. The artist understands that any insurance payment that might be made will be based upon an appraised value rather than a declared value. This constitutes the entire agreement between the parties.

Artist's Signature & Date (Please print name after signature)

----- FOR PARKS ADVISORY BOARD USE ONLY -----

Document and Procedures: Location:

Signed Agreement Town Hall Other Location

Photograph of each piece for insurance (PAB) Insurance information to Risk Management

TOWN OF ESTES PARK ART IN PUBLIC PLACES PROGRAM
REQUEST FOR PROPOSALS

(_____ **project name** _____)

The Town of Estes Park Art In Public Places program enriches our community through public exposure to the arts. The AIPP program weaves public art into the everyday experience of our community and creates lasting impressions on those who experience it. It enhances our public spaces, compliments our award winning seasonal floral displays, and makes Estes Park a visitor destination, not only for its natural beauty, but also for its vibrant arts scene.

ARTIST'S RENDERING OF PROJECT

Project Description and Scope

Eligibility

The project is open to any professional artist with demonstrated experience in creating signature artwork.

Selection Process

From this Call, an Artist may be selected directly from the initial applications or the artwork selection panel may elect to interview a limited number of finalists from among the initial applications based upon their conceptual drawings.

- If multiple semi-finalists are selected, each semi-finalist will present a scaled maquette (sculpture pieces), or scale rendering (non-sculpture pieces), for the panel’s review. Semi-finalists may be required to develop more specific preliminary proposals prior to final selections. If so, a stipend will be paid.
- A detailed budget will be required of artists selected as semi-finalists. The detailed budget must include all expenditures in connection with the execution of the project. (Prior to submitting a proposal, it is recommended that artists prepare such a budget to ensure the project can be executed as presented.)

- One artist will ultimately be selected to develop their design, fabricate and install the artwork.
- The artist will be required to carry general liability insurance in the amount of \$ (amount).
- Town staff will oversee operations and administer the decisions of the jury panel.

Submission Requirements

All applications must be submitted through the Town website to publicworks@estes.org and must include:

- A preliminary statement of approach for the project which communicates scope and scale
- Previous accomplishment(s) with public art pieces of similar appropriate scale as shown in five-ten images of artwork completed within the past five years.
- The Artist's conceptual image for the site, which must communicate the scope and scale of the submitted project: Maximum number of conceptual images: 3
- 3 professional references

Selection Criteria

The primary criteria for selection:

- Scope of Proposal: Does the proposal show an understanding of the project objective, appropriate scale and desired results? Does the artwork represent history/spirit of the Town?
- Assigned Personnel: Do the person(s) working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
- Availability: Can the work be completed in the contracted time and on-budget?

Timeline

All applications must be submitted through the Town website by (month, day, year).

Final completion date will be determined jointly by the Artist and the Parks Advisory Board; however, the project must be started shortly after the contract has been awarded.

Budget

A maximum of \$ (amount) has been allocated for the artwork to include all design, fabrication, insurance, installation, travel, contingency and incidental costs. The Town of Estes Park reserves the right to withdraw from the project prior to such time as a contract is formally entered into with the Artist. Contract provisions will apply subsequent to the agreement to such by both parties.

Submission and Contact Information

Public Works Department

170 MacGregor Ave.

P.O. Box 1200

Estes Park, CO 80517

(970) 577-3587 publicworks@estes.org

UTILITY BOX ART

The goal of this project is to beautify the Town using necessary utility boxes to become works of art instead of solid utilitarian blocks of color.

Town Commissioned Utility Box Art

PAB will oversee the commissioning of art for eligible utility equipment, including but not limited to painting and vinyl wraps. Eligibility will be determined by the relevant Town Department. Artists are required to follow the guidelines for utility box art.

- A. Designs should be original to the artist or of the artist's original style, and should be picture-based, not word-based. Any wording in the design should not be the focal point of the design and letters should not be any larger than two inches in height. Designs must be appropriate for all ages and the Town will **not** accept any designs that include logos, copyrighted or trademarked images, advertisements, political, commercial, religious, sexual symbols, themes or messages.
- B. Utility boxes are functioning pieces of equipment and should be treated as such. Designs and color schemes should not interfere with signage on the box, the ability to open the box, or interfere with any function of the utility box itself.
- C. Location and selection of utility boxes to be painted are subject to approval by the PAB and the relevant Town Departments.
- D. Artists will be required to submit a detailed design proposal to the PAB and the relevant Town Department for review and approval by the Town of Estes Park Board of Trustees. If the design proposal is approved by the Town Board, artists will coordinate with the Town Department representative for box priming, sealing, and final inspection.

Patron-Commissioned Utility Box Art

PAB will oversee patron commissioning of art for eligible utility equipment, including but not limited to painting and wraps. Eligibility will be determined by the relevant Town Department. Patrons and artists are required to follow the guidelines for utility box art.

- A. Designs should be original to the artist or of the artist's original style and designs should be picture-based, not word-based. Any wording in the design should not be the focal point of the design and letters should not be any larger than two inches in height. Designs must be appropriate for all ages and the Town will **not** accept any designs that include logos, copyrighted or trademarked images, advertisements, political, commercial, religious, sexual symbols, themes or messages. Acknowledgement or recognition of the

sponsor in the design (including logos) is acceptable as long as the design, as a whole, remains non-commercial.

- B. Utility boxes are functioning pieces of equipment and should be treated as such. Designs and color schemes should not interfere with signage on the box, the ability to open the box, or interfere with any function of the utility box itself.
- C. Location and selection of utility boxes to be painted are subject to approval by the PAB and the relevant Town Department.

Patrons and artists will be required to submit a detailed design proposal to the PAB and the relevant Town Department for review and approval the Town of Estes Park Board of Trustees. If the design proposal is approved by the Town Board, patrons and artists will coordinate with the Town Department representative for box priming, sealing, and final inspection.

Subject: Minutes of 12/3/20 EP Women's Monument project meeting

12/3/2020

PAB Working Sub-Committee Meeting for “Estes Park Women’s Monument” project
Minutes - 12/3/2020

Present: Ron Wilcocks, Lars Sage, Judy Schaffer, Karen Daugherty, Kathy Littlejohn
Meeting called to order 5:00 PM

1. We discussed the current status of the “finalist” Artists for our project. There are three Artists participating in the competition to be the chosen Sculptor for our monument. Two Artists are on one Team – Sutton Betti and Daniel Glanz and one Artist is working alone – Jane DeDecker. These are three very talented and widely known Sculptors who have installed works all over the USA and who live in Loveland, CO. They are very excited and honored to be chosen as “finalist” Artists for this project and are now beginning to work to complete their final proposals and models by the end of February 2021. They have been paid and the competition is underway. There are two zoom meetings set up for 12/9/2020 to have an opportunity to meet these Artists. One meeting is at 1:30 with Jane and the other is at 2:30 with Sutton and Daniel. If you want to meet the “finalist” Artists, please attend these two zoom meetings.
2. We discussed the current status of fundraising and the urgency of getting the efforts going now. It is time for the Team to go for it in terms of fundraising. We are in a great place now and have great Artists competing to create our monument. Now we need to do our part and get going with our fundraising. We need to raise \$100,000. A brief project description and a donation form (.pdf format) is at the web address: <http://www.earthwoodgalleries.com/estes-park-womens-monument-project/>

This project is real and now is the time for you to help make it happen. We have a fundraising plan and we need to implement it. This will require us all to contact and present this project (i.e. donation opportunity) to our friends, families and neighbors and to volunteer to meet with and speak to local groups that they have some standing with that may be able to donate (e.g., All the groups identified in our fundraising plan and any others that we may have missed). We need people to approach entities such as corporations with local presence (such as Honda Corporation – Eagle Rock), local banks, realtors, businesses and developers, too. Please look at the list of entities identified in the fundraising plan and let me know which ones you would like to approach. If you let me know who you are working with, I will try to coordinate so that we don’t duplicate efforts and that we cover all identified entities. For example, you may be on this Team and have contacts in VEP. They could donate to this project. They need to be talked with to determine how they can help. We should also consider our friends who only live here part time or who have decades-long ties to Estes Park as folks who would like to donate and ask them to donate. We also need to consider what amount each of us want to donate. Yes, I am asking - each Team member should consider making a donation to this project. We all want this project to succeed, so we need to consider what we each can donate and do it now. This is a bright light type of project during a dark time. This is a positive project for the future of Estes Park. It is something positive that we are working to make happen versus the scary situation our country is in right now with the Pandemic. We will be so proud of our positive accomplishment and this project will benefit so many for so long. It is understood that many are donating to food banks and such at this time (which is great and should be done), but many folks and organizations have plenty of resources to donate to both help with the current crisis from the pandemic and to help with this wonderful project, too. Please use the project talking points when explaining this project to others and when creating your donation pitches. Judy Schaffer has volunteered to meet with the two Rotary organizations to see what they can do to

help. Karen Daugherty has volunteered to meet with PEO groups to see what they can do to help. Ron is meeting with the two local newspapers to bring them onboard. Ron has volunteered to speak to any audience if invited. So feel free to invite me as a guest speaker to any group you are trying to pitch if you desire. I am happy to do it. It was stated that a uniform letter asking for a donation could be useful. Would someone like to volunteer to write this (I'll help review it)? Is anyone familiar with creating a "gofundme" page? If you are, please let me know. Please let me know of any way you think you might be able to help in raising money for this monument. Some donors may ask what happens if we don't raise enough money. Good question. The money raised will only be used for this monument – we don't really have any other expenses. For example, if the fundraising fails, the Team could vote to donate the money to another local non-profit. This isn't going to be needed, since we will succeed and this monument will get built. We are not trying to raise millions, we only need to raise \$100,000. This is a very wealthy community that has ample resources to raise this type of money for a great project like this one. This is so exciting and we are so far along in the project. It is up to us to make this really cool project happen, no one else will raise this money for us. It is simply up to us – let's do it!

3. Short roundtable was conducted. The Art Center and the Fine Arts Guild are discussing creating an original production based on the historical Women of Estes Park that could be opened simultaneously with the dedication ceremony.
4. Meeting was adjourned at 5:40 PM

Next PAB Estes Park Women's Monument sub-committee meeting is scheduled for Thursday, 1/7/2020 from 5:00 PM to 6:00 PM via ZOOM (email with link will be sent out prior to the meeting).



Megan Van Hoozer <mvanhoozer@estes.org>

Draft generic donation letter for review

3 messages

Earthwood HQ <rwilc@beyondbb.com>

Mon, Dec 7, 2020 at 3:27 PM

To: Abi Huebner <ahuebner@visitestespark.com>, agsteiner@beyondbb.com, Angie Koehlar <info@estesartsdistrict.org>, Ann Finley <aynee8@hotmail.com>, Brian Berg <bberg@estes.org>, Cherie Martin <cherielynn538@yahoo.com>, Cynthia Elkins <celkins@eaglerockschool.org>, Derek Fortini <dfortini@estes.org>, Fine Arts Guild <fineartsguilddep@gmail.com>, Frank and Jill Lancaster <retsacnalf@gmail.com>, greg@gregmilesart.com, info@artcenterofestes.com, Jan Gehlhausen <jan@tractorlaw.com>, Jean McGuire <jean.mcguire7777@gmail.com>, Jim Pickering <jhpick@earthlink.net>, Judy Schaffer <schaffers@airbits.com>, Karen Daugherty <jk@daughertys.us>, Karen McPherson <karen@epnonprofit.org>, Karen Nicholson <karen@clan-nicholson.com>, Kathy.acn@gmail.com, Kendall Akin <kakin@visitestespark.com>, Laurie Marshall <director@epnonprofit.org>, Liz Zornes <lzornesart@gmail.com>, Megan Van Hoozer <mvanhoozer@estes.org>, Merle Moore <m3psm@estesvalley.net>, Nadine Sekerez <nadinesartandmusic@gmail.com>, Natalie Patrick <inspiredartexperiences@gmail.com>, Nick Smith <smithn62433@yahoo.com>, Patrick Martchink <pmartchink@estes.org>, rwilc@beyondbb.com, Sherry Unruh <unruhs4@icloud.com>, Susan Anderson <susandgil@msn.com>, tuscandawn@aol.com

Greetings All,

Following is a draft letter that can be used to ask for project donations. Please review and provide me with your comments. Also, our meet the Artist Team zoom meetings are this Wednesday. Hope to see you then.

Thanks,

Ron Wilcocks

12/7/2020

Dear XX,

There is an exciting new effort underway in Estes Park, called the Estes Park Women's Monument project. This is a grassroots, community based projects to commission and install a new monument in downtown Estes Park to honor the historical Women of Estes Park. The monument will feature a life-size bronze sculpture of Eleanor Hon dius and her fascinating story. The monument will also include and present stories of numerous other historical Women of Estes Park. These additional stories will be diverse and multi-generational and will focus on real Women. It will be located in downtown along the Riverwalk on land donated by the Town of Estes Park and will be placed in a park like setting to allow maximum public interaction. The Town Council has voted and unanimously endorses and supports this project. There have been over 35 individuals and groups that have put in many hours to define the requirements for this new monument, demonstrating strong community input and support. There is currently no public artwork in Town that representing historical Women of Estes Park.

There are currently two Artist Teams competing to get this commission and in the process of creating their final detailed proposals. One of these Artist Teams will be given the commission to complete and install their work in our Town. If fundraising is completed in a timely manner, the new monument will be installed during the Summer of 2021. The fundraising goal is \$100,000. All monetary donations will go towards the monument itself as there are no overhead expenses and all project participants are working for free to make this happen for our community.

We are asking for your donation of any amount to make this new monument a reality in our community. Now is the time to make a tax deductible donation to this project. This is an important and uplifting project for our community that we can all rally around. It will be educational and inspirational for all. This project is a bright light for Estes Park during this dark time and a true gift to the future. There is a donation form online at <http://www.earthwoodgalleries.com/estes-park-womens-monument-project/>

There are four donor levels:

Platinum – \$10K and up
 Gold – \$1K up to \$9999
 Silver - \$100 up to \$999
 Supporter - \$1 up to \$99

The Platinum and Gold level donors will be recognized (if they desire) in the local newspapers and on a bronze plaque that will be installed near the monument. The Silver level donors will be recognized (if they desire) in the local newspapers. Supporter level donors will be randomly recognized (if they desire) in the local newspapers. All donors (regardless of level of donation) will be thanked via a “thank you” note for their donation. All donors will receive a receipt of their tax deductible donation for tax purposes.

What a great way to contribute to your community and also to honor the historical Women of Estes Park. Give a donation yourself or give one on behalf of someone else who loves Estes Park as much as you do. It takes a donation of \$1000 or more to be formally recognized as a sponsor on the Monument itself. This is a great donation opportunity. With your donation, you can be part of the future while honoring the past. Thank you for your consideration. Thank you in advance for your donation.

Sincerely,

Ron Wilcocks, Chair – Estes Park Women’s Monument project



Scanned by McAfee and confirmed virus-free.

Frank Lancaster <retsacnalf@gmail.com>

Wed, Dec 9, 2020 at 10:22 AM

To: Earthwood HQ <rwilc@beyondbb.com>

Cc: Angie Koehlar <info@estesartsdistrict.org>, Fine Arts Guild <fineartsguildep@gmail.com>, Karen Daugherty <jk@daughertys.us>, Nadine Sekerez <nadinesartandmusic@gmail.com>, Megan Van Hoozer <mvanhoozer@estes.org>, Judy Schaffer <schaffers@airbits.com>, agsteiner <agsteiner@beyondbb.com>, Ann Finley <aynee8@hotmail.com>, Karen McPherson <karen@epnonprofit.org>, Jim Pickering <jhpick@earthlink.net>, greg <greg@gregmilesart.com>, Laurie Marshall <director@epnonprofit.org>, Liz Zornes <lzornesart@gmail.com>, Karen Nicholson <karen@clan-nicholson.com>, Cherie Martin <cherielynn538@yahoo.com>, Cynthia Elkins <celkins@eaglerockschool.org>, Patrick Martchink <pmartchink@estes.org>, Jan Gehlhausen <jan@tractorlaw.com>, tuscandawn <tuscandawn@aol.com>, "Kathy.acn" <Kathy.acn@gmail.com>, Jean McGuire <jean.mcguire7777@gmail.com>, Susan Anderson <susandgil@msn.com>, Brian Berg <bberg@estes.org>, Nick Smith <smithn62433@yahoo.com>, Natalie Patrick <inspiredartexperiences@gmail.com>, Sherry Unruh <unruhs4@icloud.com>, info <info@artcenterofestes.com>, Merle Moore <m3psm@estesvalley.net>, Kendall Akin <kakin@visitestespark.com>, Abi Huebner <ahuebner@visitestespark.com>, Derek Fortini <dfortini@estes.org>

Thanks Ron, the letter looks good.

I was planning to be online this afternoon, but we have to go down to Denver, so I don't think I'll make it.

thanks,

Frank

 [Quoted text hidden]

Ann Finley <aynee8@hotmail.com>

Wed, Dec 9, 2020 at 12:15 PM

To: Frank Lancaster <retsacnalf@gmail.com>

Cc: Earthwood HQ <rwilc@beyondbb.com>, Angie Koehlar <info@estesartsdistrict.org>, Fine Arts Guild <fineartsguild@gmail.com>, Karen Daugherty <jk@daughertys.us>, Nadine Sekerez <nadinesartandmusic@gmail.com>, Megan Van Hoozer <mvanhoozer@estes.org>, Judy Schaffer <schaffers@airbits.com>, agsteiner <agsteiner@beyondbb.com>, Karen McPherson <karen@epnonprofit.org>, Jim Pickering <jhpick@earthlink.net>, greg <greg@gregmilesart.com>, Laurie Marshall <director@epnonprofit.org>, Liz Zornes <lzornesart@gmail.com>, Karen Nicholson <karen@clan-nicholson.com>, Cherie Martin <cherielynn538@yahoo.com>, Cynthia Elkins <celkins@eaglerockschool.org>, Patrick Martchink <pmartchink@estes.org>, Jan Gehlhausen <jan@tractorlaw.com>, tuscandawn <tuscandawn@aol.com>, "Kathy.acn" <Kathy.acn@gmail.com>, Jean McGuire <jean.mcguire7777@gmail.com>, Susan Anderson <susandgil@msn.com>, Brian Berg <bberg@estes.org>, Nick Smith <smithn62433@yahoo.com>, Natalie Patrick <inspiredartexperiences@gmail.com>, Sherry Unruh <unruhs4@icloud.com>, info <info@artcenterofestes.com>, Merle Moore <m3psm@estesvalley.net>, Kendall Akin <kakin@visitestepark.com>, Abi Huebner <ahuebner@visitestepark.com>, Derek Fortini <dfortini@estes.org>

Hello Ron

Sorry to have missed all the meetings... the time butts up against another meeting. The letter looks great... just one correction get rid of the S after project in second sentence.

Thanks

Annie

Sent from my iPhone

On Dec 9, 2020, at 10:22 AM, Frank Lancaster <retsacnalf@gmail.com> wrote:

Thanks Ron, the letter looks good.

[Quoted text hidden]

ARTS ADVISORY COMMITTEE

With Town Trustees confirmation, the Parks Advisory Board (PAB) shall appoint and manage an Arts Advisory Committee (AAC) to assist the Town and PAB to solicit and select prospective artists and artwork for the Town AIPP program and to develop maintenance procedures for Town owned art.

This AAC will be composed of seven (7) to nine (9) members including:

- Two members of PAB appointed by the Chair, one designated as Liaison to PAB and will report to PAB on AAC meeting activities.
- A Board member of the Estes Arts District.
- A Board member of the Art Center of Estes Park
- A member of a local business organization that is involved in the commercial sales of artwork.
- Two (2) to four (4) established and actively practicing artists/crafts persons that are residents of the Estes Valley area.

AAC Members will be appointed by the PAB for staggered two-year terms, which may be extended for an additional two-year term by the PAB Chair. PAB will appoint the initial Chair of the AAC for the first year, after which the AAC members will elect a Chair and additional officers on an annual basis. No PAB member may be Chair of the AAC. PAB will establish the initial By-Laws for the AAC, which can subsequently be revised by AAC recommendations and PAB approval.

As community volunteers AAC Members will serve without compensation and follow provisions of the current Town Volunteer Manual.