

**The City & County of Broomfield**  
**PUBLIC ART PROGRAM GUIDELINES**



**Prepared by the**  
**Public Art Committee**

**ADOPTED BY**  
**Broomfield City Council**

**ON**  
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Resolution #2004-156

**CULTURAL AFFAIRS DIVISION**  
**COMMUNITY RESOURCES DEPARTMENT**

## **I. INTRODUCTION**

The intent of the Public Art Guidelines (“Guidelines”) is to function as a blueprint for building a collection of Public Art in the City and County of Broomfield (“Broomfield”) as envisioned in the Public Art Master Plan. The Public Art Committee (“PAC”) will use these Guidelines which detail the mechanisms for: selecting sites; acquiring and displaying art; accepting donations; joint venture projects; art on loan programs; developer projects; maintenance, repair, and deaccession of artworks.

## **II. DEFINITION**

- A. “Public art” is defined as artwork in the public realm, which is accessible to the public and possesses aesthetic qualities.
- B. The “artwork” may be permanent, semi-permanent, functional, or temporary, and includes all forms of art conceived in any medium, material, media, or combination thereof, including but not limited to: civic infrastructure and furnishings, sculpture, landscape, painting, drawings, and kinetic works.
- C. “Public realm” includes building facades, parks, public open spaces, and streets that provide for unrestricted physical or visual access to the general public, including, but not limited to:
  - 1. Any Broomfield-owned or leased property.
  - 2. Any Broomfield-owned or leased building.
  - 3. Any non-Broomfield-owned property if accessible to the general public.

## **III. OVERVIEW**

- A. THE OBJECTIVES OF THE PUBLIC ART GUIDELINES ARE:
  - 1. To provide a public process in which the community is involved and represented in the selection process.
  - 2. To select the most appropriate art for the designated location that reflects the community’s values and culture.
  - 3. To protect the public’s health, safety and welfare by providing structural integrity, safety, security and maintenance guidelines for all art.
- B. BUILDING A COLLECTION OF PUBLIC ART: PUBLIC ART MAY BE ADDED TO THE COLLECTION BY:

1. Direct acquisition of artwork that meets a goal set in the Public Art Master Plan.
2. Donation of artwork that meets the standards set by these Guidelines.
3. Joint Ventures that acquire artwork through public-private partnerships and also meet the goals of the Master Plan and the standards of these Guidelines.
4. Working with developers to provide Public Art consistent with these Guidelines.

C. CRITERIA FOR PUBLIC ART: The following criteria will be applied to the selection of artwork for acquisition by Broomfield:

1. Quality: The consideration of highest priority is the inherent artistic excellence of the artwork as well as a broad range of appeal to the general public.
2. Timelessness: Artwork will be viewed as a long-term acquisition that should have aesthetic relevance to the community in future years and reflect enduring artistic quality.
3. Site Compatibility and Appropriateness: Artwork must be appropriate in scale, material, form and content for both the immediate and general, social and physical environment in which the artwork will be placed.
4. Elements of Design: The PAC may take into account that public artwork may have considerations beyond the aesthetic; it may serve to establish focal points, define spaces, or establish a cultural identity.
5. Permanence and Safety: Consideration will be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, and excessive maintenance and repair costs.
6. Diversity: The PAC will strive for diversity in style, scale, media and artists.
7. Placement: The PAC or the Selection Panel will take into account geographic diversity of the collection and will determine appropriate geographic distribution.

## **IV. PROJECT SELECTION**

A. City Council will be informed of all project initiatives and will be asked to give the final approval on public art purchased.

B. SITE SELECTION: Site selection will follow the priorities outlined in the Public Art Master Plan. Consideration will be given to the directives from the City Council, architects, engineers, parks and maintenance staff. Other Broomfield departments will be consulted as appropriate before site selections are recommended by the PAC

to City Council.

C. The PAC will develop a proposal for the Public Art on the selected site. (See Section V).

D. ARTIST SELECTION: The PAC may choose one of the following methods for each project:

1. Limited Competition: A limited number of artists are invited to develop a proposal.
2. Open Competition: Any artist, subject to the limitations established by the PAC for the specific site, is eligible to enter.
3. Direct Purchase: An existing work of art is purchased for a particular site.
4. Direct Commission: One artist is selected by the PAC.

E. ARTIST CRITERIA: The following criteria will be applied to the selection of artists under these Guidelines:

1. Cooperation: Ability of the artist to work closely and cooperatively with the PAC, Broomfield staff and the community.
2. Presentation: Ability of the artist to clearly describe concepts verbally and through quality written materials.
3. Technical Feasibility: Ability of the artist to carry out the concepts described in the proposed artwork.
4. Timeliness: The ability of the artist to deliver the artwork according to the agreed schedule.
5. Aesthetic Standard: The PAC shall have the right to withhold recommending acceptance to City Council of a work until it clearly meets standards of artistic achievement agreed upon by a majority of the PAC members.

F. NOTICE OF ANTI-DISCRIMINATION: The PAC will comply with all federal, state and local laws.

G. PROJECT CONTRACT: If artwork is to be commissioned, purchased or donated, a written contractual agreement between Broomfield and the selected artist will be executed outlining the purchase price, responsibilities of the artist and Broomfield, warranty, reproduction and copyright issues, timeline and deadline for installation of the work. All contracts will be subject to the requirements of the Broomfield Municipal Code, including the provisions of Chapter 3-20, B.M.C., Procurement of Supplies, Services, and Construction, approval of the City & County Attorney and filed with the City Clerk.

H. PROJECT BUDGET: Subject to the appropriation of funds for the purpose, the Project Budget will include all costs associated with a project, except administrative costs, and will include, but not be limited to:

1. Artist compensation
2. Artist's equipment, supplies, and subcontracting
3. Site testing and preparation
4. Shipping
5. Lighting
6. Costs of installation which may include plinths (base) or other display components and identification plaque
7. Additional amount to equal 10% of artist's compensation to cover necessary, unforeseen costs of the project
8. Maintenance beyond the warranty
9. Public education and promotion

I. ARTIST'S EXPENSES: In the bid, artist will be responsible for including all expenses associated with the design, labor, materials, contracted services, operations, and travel required to complete the work, as well as transportation of the work to the site and installation of the work. Any expense that exceeds the contracted amount will be the artist's responsibility.

J. FINAL ACCEPTANCE OF PROJECT:

1. For purposes of insurance, promotion, education, and maintenance of the integrity of the work, once the artist has completed and installed the project, as per the contract, s/he will submit to the PAC professional quality images of the artwork, as well as maintenance recommendations. Artist recommendations will include, but not be limited to, estimates of material longevity, material durability, and the appropriate methods and materials for cleaning.
2. All Broomfield departments affected by the installation of the artwork must sign off on the completion of the project.
3. The PAC will have the right to recommend to City Council withholding acceptance of a work until it clearly meets standards of artistic achievement agreed upon by a majority of the PAC members.

K. OWNERSHIP: All works of art will be acquired in the name of and title will be held by Broomfield.

## **V. COMPETITION PROCESS**

- A. REQUESTS FOR PROPOSAL: The PAC will write a Request for Proposal (RFP) that is specific to the site or project. For limited competitions, the RFP will be sent to those artists selected by the PAC. For open competitions, the RFP will be advertised in appropriate media.
- B. SELECTION PANEL: The PAC will serve as the Selection Panel to review the proposals submitted as part of an open or limited competition. In addition, the PAC may ask consultants and/or community members to participate as non-voting members of the Selection Panel. The Selection Panel will use a criteria worksheet to evaluate submitted art design proposals. The Selection Panel will obtain public input during the selection process as appropriate to the size and scope of the project.
- C. MAQUETTE SUBMITTAL:
  - 1. Finalists may be asked to submit a maquette of the proposed artwork for which they will be paid a nominal fee. The maquette may be displayed in a public venue where the community will be asked to comment on the finalists. The Selection Panel will consider the public's comments along with the criteria guidelines and the vision outlined in the Master Plan before making their final selection.
  - 2. All maquettes created pursuant to this section will become the property of Broomfield.
- D. FINAL PROJECT ACCEPTANCE: Final selections will be presented to City Council with PAC recommendations.

## **VI. DIRECT PURCHASE OR DIRECT COMMISSION**

- A. PROCEDURES:
  - 1. An artist's work may be acquired by Direct Commission only in cases where the artist has an established reputation in Public Art.
  - 2. All artwork acquired by Direct Purchase or Direct Commission will meet the criteria in these Guidelines.
- B. REQUIREMENTS FOR DIRECT PURCHASE SUBMISSION: Artists who have finished work available for direct purchase will submit the following to the PAC:
  - 1. No more than five (5) slides each of four (4) different pieces. Slides must be submitted in a clear plastic slide display page. Each slide should be marked with the artists' names and the title of the artwork.

2. A proposal sheet with the artist's name including the following information for each piece: title of artwork, dimensions, media, date produced, price, location, number of reproductions (if applicable), restrictions on reproduction and other information the artist deems pertinent.
3. Resumé and references.

## **VII. JOINT VENTURES**

DEFINITION: Joint Ventures are projects not fully funded by Broomfield. These projects include public-private partnerships and art-on-loan programs.

- A. PUBLIC-PRIVATE PARTNERSHIPS: Public Art generated through a joint venture must meet the criteria established for all public art in Broomfield. The project must fit within the scope of the Public Art Master Plan. Despite a different funding mechanism, the selection mechanism will follow these Guidelines with the stipulation that two representatives from the private-sector partner may be included on the Selection Panel. Any proposal for a public-private partnership must fit within the planned expenditures for that year and subject to the appropriation of funds for the purpose. The final artwork will be considered the property of Broomfield and can only be placed on private property if the community has unlimited access to the work.
- B. ART-ON-LOAN: The purpose of these programs can be three-fold:
  1. To promote artists by providing an opportunity for artists to display and sell their work.
  2. To provide an opportunity to enhance the community's knowledge of art.
  3. To provide an opportunity for the PAC to obtain feedback on art that might be considered for Broomfield's collection.

## **VIII. DEVELOPERS**

A. FUNDING: Development of a residential or commercial subdivision plot greater than 5 acres must include public art at a minimum cost of \$1000 per acre in a manner and design acceptable to Broomfield. Cash for public art in lieu of a public art piece or proposal will be acceptable. The perpetual maintenance of any art or artistic amenities will be the responsibility of the owner.

B. PROCEDURES FOR DEVELOPERS AND REDEVELOPERS ("DEVELOPER") TO ACQUIRE PUBLIC ART AS A RESULT OF AN AGREEMENT WITH BROOMFIELD:

1. If a Developer chooses to directly commission a piece of public art, the Developer would select from a list of approved artists provided by the PAC and

coordinate the project work with the PAC to ensure consistency with these Guidelines and the Public Art Master Plan.

2. The Developer may fund the project but may choose to turn the Public Art selection over to the PAC.

## **IX. DONATIONS**

### **A. UNSOLICITED DONATIONS:**

1. Consistency with Public Art Master Plan:
  - a. Donated art should reflect the vision, objectives and criteria defined in the Public Art Master Plan and these Guidelines.
  - b. All donated art must be reviewed by the PAC before being accepted or declined.
  - c. A donor procedure checklist will be provided for anyone considering a donation.
  - d. The costs accrued by Broomfield as a result of accepting the donation may be the responsibility of the donor.

## **X. DISPLAY OF PUBLIC ART ON PRIVATE PROPERTY**

A. **POLICY:** No work of art financed or installed either wholly or in part with Broomfield funds or with grants procured by Broomfield will be installed on privately owned property without a written agreement between Broomfield and the owner specifying the proprietary interests in the work of art and specifying other provisions deemed necessary or desirable by the City & County Attorney.

### **B. ANY PRIVATE PROPERTY OWNER INSTALLING PUBLIC ART WILL ENSURE:**

1. That the installation of the work of art will be done in a manner which will protect the work of art and the public;
2. That the work of art will be maintained in good condition; and
3. That insurance and indemnification will be provided as is appropriate.
4. That installation, maintenance, alteration, refinishing and moving of Public Art will be done in consultation with the artist whenever feasible and will be done consistent with federal, state and local laws.

## **XI. STEWARDSHIP, MAINTENANCE AND CONSERVATION**

A. STEWARDSHIP: Stewardship of the public art collection is an important mandate of the PAC. When Notice of Acceptance is issued and ownership of public art is transferred to Broomfield, the PAC will assist Broomfield in protecting the value, integrity and authenticity of the artwork, and compliance with the Visual Artist's Rights Act of 1990, Title 17, U.S. Code, as amended.

B. INVENTORY AND CONDITION ASSESSMENT:

1. The PAC shall have the responsibility to maintain an inventory and condition assessment of Broomfield's public art collection.
2. The PAC will provide City Council with an annual report of current inventory and condition assessment of the public art collection.

C. MAINTENANCE AND CONSERVATION:

1. During planning for a public art project, maintenance issues will be identified and addressed regarding the use of materials, fabrication techniques, structural engineering, foundation and site design, and any other considerations related to longevity and durability.
2. Artists will be asked to provide maintenance recommendations including estimates of material longevity, material durability, and appropriate methods and materials for cleaning their art. A minimum two-year warranty will be included in the artist's contract with Broomfield.
3. During the warranty period, the artist should provide repair work as stated in the warranty. After warranty period, maintenance and conservation are to be carried out by qualified consultants in accordance with Broomfield's competitive bidding procedures, if required, and in accordance with the requirements of the Broomfield Municipal Code, including the provisions of Chapter 3-20, B.M.C., Procurement of Supplies, Services, and Construction.
4. When emergency repairs are necessary in order to prevent the loss of or further damage to the work, the PAC may recommend approval of such repairs. Every effort shall be made to contact the artist for emergency repairs.

D. RESPONSIBILITY:

1. Ongoing upkeep and maintenance of Public Art will be the responsibility of Broomfield. To ensure the integrity of the art, the PAC should be notified of and should approve of any work other than routine upkeep.
2. Maintenance plans will detail recommended maintenance and resources, including the costs of repair of public art damaged by weather, vandalism, etc., plus evaluations of ongoing efforts to preserve the Public Art collection. Other considerations include appropriation of security hardware, installation measures,

and warranties on works of art, related insurance and contracts.

## **VI. DEACCESSION**

A. DEFINITION: Deaccession is the process used to remove an object permanently from the Public Art collection through sale, trade or other means.

B. PROCESS: Deaccessioning requires the approval of a majority of the members of the PAC at two (2) meetings with a public notice of the proposed action to permit public input. Deaccessioning should be a seldom employed action that operates with a strong presumption against removing Public Art from the collection.

C. DISPOSITION:

1. Consistent with Broomfield's contract with the artist and relevant city ordinances, an effort will be made by the PAC to facilitate the sale, auction and/or disposal of art earmarked for removal from the inventory.
2. The donor and/or artist will, as a courtesy, be notified of the PAC's intent to deaccess art. Donors will be given the opportunity to take back their donations. Artists will be given the opportunity to buy back their works. Deaccessed Public Art not distributed in one of these ways may be sold, traded, given away or discarded. The PAC will consult with the City & County Attorney to ensure that the disposition of deaccessed work will be consistent with federal, state and local laws.
3. A record of the condition and circumstances under which Public Art is deaccessioned will be made and retained in the PAC collection records.

## **VII. GUIDELINE EXEMPTIONS**

The following are exempt from the provisions:

- A. All works of art in the collections of, or on display at, or under the auspices of the Cultural Affairs Division.
- B. All works of art in the Mamie Doud Eisenhower Public Library's collection of materials, and its displays of a temporary nature.
- C. All other works of art on display in private city offices or other areas of city-owned facilities which are not generally frequented by the public.