

	<h2 style="color: green;">REQUEST FOR COUNCIL ACTION</h2> <h3 style="color: green;">City of Greenville, South Carolina</h3> <p>TO: Honorable Mayor and Members of City Council</p> <p>FROM: John F. McDonough, City Manager</p>	<p style="text-align: right;">Agenda Item No.</p> <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto; text-align: center;">16a</div>
---	---	--

Ordinance/First Reading
 Ordinance/Second & Final Reading
 Resolution/First & Final Reading
 Information Only

AGENDA DATE REQUESTED: February 8, 2021

ORDINANCE/RESOLUTION CAPTION:

Resolution to accept the donation of a sculpture honoring Josh White

SUMMARY BACKGROUND:

The Committee to Commemorate Josh White (Francis Norman Belk, Mary Duckett, Dale Perry and David Vickery) commissioned a three-panel bronze relief sculpture by Thompson Sculpture Studio (artist, Joseph Thompson) to honor the life and legacy of Josh White. Josh White was a well-known African American musician and civil rights activist, born in Greenville in 1914, and the first African American musician to play a command performance at the White House and to do a nationwide concert tour.

On May 28, 2015, October 22, 2019, and January 28, 2020, the Arts in Public Places Commission recommended approval of the sculpture, a \$36,000 total contribution by the City, a \$10,000 contribution by the Rotary Club of Pleasantburg and the placement of the sculpture on property owned by the City and located on Hammond Street, further identified as Tax Map Number 0060000300300, or at an alternate location identified by the City.

Through private fundraising efforts, the Committee secured the additional funds necessary for fabrication and installation of the sculpture. The Committee now desires to donate the sculpture to the City and the City desires to accept the donation as stipulated in the attached Artwork Bill of Sale Agreement.

Upon acceptance by the City, the Artwork will become part of the City's permanent public art collection. Installation of the sculpture is planned for 1Q 2021.

IMPACT IF DENIED:

The City will not accept the sculpture donation.

FINANCIAL IMPACT:

None.

REQUIRED SIGNATURES	
<p>Department Director _____</p> <p style="font-size: small;">DocuSigned by: <i>Angela Prosser</i> A251EDD25B774BE...</p> <p>OMB Director _____</p>	<p>City Attorney _____</p> <p style="font-size: small;">DocuSigned by: <i>Michael Pitts</i> 5E0F2A267E2D413... DocuSigned by:</p> <p>City Manager _____</p> <p style="font-size: small;">FDC2AC15040F440...</p>

A R E S O L U T I O N

TO ACCEPT THE DONATION OF A SCULPTURE HONORING JOSH WHITE

WHEREAS, the city of Greenville (the “City”) established the Arts in Public Places Commission (“Commission”) and is committed to providing accessible public art throughout the City; and

WHEREAS, Francis Norman Belk, Mary Duckett, Dale Perry and David Vickery (“Committee to Commemorate Josh White” or the “Committee”) commissioned a public art sculpture by Thompson Sculpture Studio (artist, Joseph Thompson) to honor the life and legacy of Josh White, and

WHEREAS, Josh White was a well-known African American musician and civil rights activist, born in Greenville in 1914, and the first African American musician to play a command performance at the White House and to do a nationwide concert tour; and

WHEREAS, on May 28, 2015, October 22, 2019, and January 28, 2020, upon application by the Committee, the Commission recommended approval of the Artwork, a \$36,000 total contribution by the City, a \$10,000 contribution by the Rotary Club of Pleasantburg and the placement of the Artwork on property owned by the City and located on Hammond Street, further identified as Tax Map Number 0060000300300, or at an alternate location identified by the City; and

WHEREAS, the Owner desires to donate the Artwork to the City and the City desires to accept the donation as stipulated in the Artwork Bill of Sale Agreement, attached hereto and incorporated herein as Exhibit A (“Agreement”);

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the City accepts the donation of the Artwork entitled by Thompson Sculpture Studio (artist, Joseph Thompson). Upon acceptance by the City, the Artwork will become part of the City’s permanent public art collection. The City will assume responsibility for maintenance and insurance of the Artwork. The City Manager is hereby authorized to enter into an Agreement in substantially the same form as that agreement which is attached hereto as Exhibit A, and incorporated herein by reference. The City Manager is further authorized to carry out any action or execute any documents as may be necessary for acceptance of the Artwork. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the aforementioned documents and exhibits thereto as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

RESOLVED THIS ____ DAY OF _____, 2021.

MAYOR

Attest:

CITY CLERK

EXHIBIT A

STATE OF SOUTH CAROLINA)	CITY OF GREENVILLE AND COMMITTEE
)	TO COMMEMORATE JOSH WHITE
COUNTY OF GREENVILLE)	ARTWORK BILL OF SALE AGREEMENT

This ARTWORK BILL OF SALE AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2021 by and between Francis Norman Belk, Mary Duckett, Dale Perry and David Vickery, hereinafter referred to as the “Committee to Commemorate Josh White” or the “Committee”, and the City of Greenville, a subdivision of the State of South Carolina, hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, the Committee represents to City that the Committee is the sole, exclusive, and legal owner of a three-panel bronze relief sculpture by artist Joseph Thompson of Thompson Sculpture Studio, and all rights therein, with the exception of copyrights therein which are retained by the artist/creator of the Artwork, though the Committee does have the right to use photographs of said Artwork for non-commercial purposes such as publicity and fundraising; and the Committee declares that there are no liens, debts, or rights of any other kind or nature in favor of any other person or entity in, on, or attaching to said Artwork. The Artwork includes the sculpture panels, frame, and granite base as depicted in Exhibit A (“Artwork”); and

WHEREAS, the Committee desires to donate the Artwork, and all rights of the Committee therein, to the City freely and voluntarily, and without claim, limitation, or recourse of any kind or nature vested in the Committee or in any other person or entity, except as set out hereinabove; and

WHEREAS, City wishes to accept the donation of the Artwork, with appreciation for the Committee’s generosity;

NOW, THEREFORE, it is agreed, as follows:

Agreement

1. The Committee does hereby freely and voluntarily donate said Artwork, and all rights of the Committee therein, to City at no cost to City, and without limitation, restriction, or reservation of any kind or nature vested in the Committee or any third party, except as set out hereinabove; and City does hereby accept the donation of said Artwork, based upon the foregoing understanding, with appreciation for the Committee’s generosity.
2. The parties acknowledge that the contract dated March 26, 2019, a copy of which is attached hereto and made a part hereof as “Exhibit B”, established the commission price for the Artwork at forty-seven thousand dollars and 00/100 (\$47,000.00), and that the Committee has paid an additional fifty one thousand eight hundred forty nine dollars and 00/100 (\$51,849.00) for foundry work associated with the Artwork, twenty six thousand five hundred thirty seven dollars and 80/100 (\$26,537.80) for bronze components and other materials, and eight thousand five hundred dollars and 00/100 (\$8,500.00) for the granite base for the Artwork. In accepting the donation of the Artwork, the City expresses no opinion as to its Fair Market Value.
3. The Artwork, and all rights therein, shall be the sole and exclusive property of City, without reservation of any kind or nature in favor of any other party, except as set out hereinabove.

4. This Agreement and the rights, obligations and remedies of the parties hereto shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflicts of law provisions.

On behalf of the parties hereto, the duly authorized representatives of the parties have executed this Agreement as of the date first above written.

Committee to Commemorate Josh White

By: _____
Francis Norman Belk
Title: Member

By: _____
Mary Duckett
Title: Member

By: _____
Dale Perry
Title: Member

By: _____
David Vickery
Title: Member

City of Greenville

By: _____
John F. McDonough
Title: City Manager

Approved as to Form:

Legal Department

Reviewed:

Events & Cultural Affairs Director

Office of Management & Budget Director

Risk Manager

Received:

Purchasing Administrator

EXHIBIT A



EXHIBIT B



This is an agreement between Joseph B. Thompson ("Sculptor") and Committee to Commemorate Josh White ("Client"). By this agreement, Client retains Sculptor to provide a work of art to Client on the terms and conditions set forth below.

Sculptor will develop and install a work of art (6' x 9' x 9', free-standing relief sculpture comprised of steel frame and cast bronze relief panels) designed for the site at River Place Phase 3. Please see attached site plan and image of scale model.

Sculptor will develop concept, create scale model, present model and project to DRB of Greenville and to Art in Public Places Committee. In addition, sculptor will create full size clay rendering (model) of relief sculpture. Sculptor will coordinate and oversee bronze casting of sculptural work, and will design and create steel elements to support bronze artwork and informational plaques. Finally, Sculptor will also oversee fabrication of dark granite base, attachments of sculpture to base, as well as all attachments and installations of electrical work to accommodate lighting.

Client's Initials *J. Belk*

The artist fee is \$47,000 to be paid in two installations of \$23,500.

The first installation is due upon receipt of invoice and covers project design and development, material and partial production costs. The second installation is due upon completion of project, with all costs not included in artist fee, (granite fabrication, transportation, installation, electrical work, steel finish) to be paid by Committee to Commemorate Josh White.

Joseph B. Thompson

Signature: *Joseph B. Thompson*

Date: *03/26/2019*

Committee Commemorate
Josh White representative

Francis Norman Belk

Signature: *Francis Norman Belk*

Date: *03-26-2019*

