



# AGENDA REQUEST

<b><u>AGENDA HEADING:</u></b> New Business		<b><u>COMMISSION MEETING DATE:</u></b> June 18, 2012	<b><u>AGENDA ITEM NO.:</u></b> XIV.1.	
<b>BY</b> Neighborhood and Development Services <small>Originating Department</small>	Timothy Litchet <small>Department Head</small>	Senior Planner Smith and Asset Manager Schanley <small>Presenter</small>		
<b><u>SUBJECT:</u></b> Approval Re: Proposed donation of the "Complexus" sculpture by artist John Henry to the Sarasota Downtown Signature Sculpture effort.				
<b><u>COMMISSION PRIORITIES:</u></b> Quality of Life				
<b><u>EXPLANATION:</u></b> (see next page for additional explanation) At their retreat on January 31, 2012, the City Commission directed staff to support a Downtown Signature Sculpture effort. On May 9, 2012 a Donation Application for the "Complexus" sculpture was submitted to the City Manager's office by The Sarasota Public Art Fund [established by the Community Foundation of Sarasota County, Inc.]. On May 16, 2012 the City Manager's office directed staff to review the request and make a recommendation regarding the donation [see attached May 16, 2012 memorandum].  The sculpture is presently leased to Season of Sculpture for their "Under Azure Skies" exhibit, and the lease expires on July 11, 2012. The Sarasota Public Art Fund [SPAF] is raising money to purchase the sculpture from the artist and would then donate it to the City. The SPAF expects to complete its fund raising for payment to the artist no later than December 31, 2012. As a result, the City would need to extend the current lease agreement to the December 31, 2012 date. At that time, the donation to the City, with an executed agreement, could be completed.				
<b><u>ADMINISTRATION'S RECOMMENDATION:</u></b> (see next page for additional administration's recommendation) The Department of Neighborhood and Development Services staff recommends that the City Commission (1) authorize the City Manager to execute an extension of the current lease agreement with the Season of Sculpture to December 31, 2012; (2) accept the donation of the "Complexus" sculpture by artist John Henry on or about December 31, 2012 for inclusion in the City's Public Art Collection; and				
<b><u>APPROVAL SUMMARY:</u></b>				
<b>Approval</b>	<b>Required</b>	<b>Date Completed</b>	<b>Completed By</b>	<b>Status</b>
Department Head Approval	Y	06/06/2012	David Smith	APPROVED
Deputy City Manager Approval	Y	06/08/2012	Marlon Brown	APPROVED
City Manager Approval	Y	06/08/2012	Marlon Brown	APPROVED
City Auditor and Clerk Approval	Y	06/11/2012	Lori Rivers	APPROVED



# AGENDA REQUEST

**ADDITIONAL EXPLANATION:**

The sculpture is currently located at the Gulfstream Avenue and US41 intersection, and should the donation be accepted, it will be included in the City's Public Art Collection. Attached are the building permit, right-of-way permit, and engineered approved foundation construction plans used for installation of the sculpture at its current location.

**ADDITIONAL ADMIN RECOMMENDATION:**

(3) authorize the City Attorney's office to draft an acceptance agreement that would include, at a minimum, each of the conditions outlined in the attached May 16, 2012 memorandum as well as the insurance that is to be provided by the Sarasota Public Art Fund.

**FUNDING SOURCE:**

**AMOUNT:**

**HOUSING IMPACT (Per House):**

**NEW CONSTRUCTION:**

**REHABILITATION:**

\$ 0

\$ 0

**SUPPORT DEPARTMENTS:**

-

**AGENDA DISPOSITION**

**COMMISSION ACTION:**

Final Action Motion: \_\_\_\_\_

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

Vote: \_\_\_\_\_



**Interoffice Memorandum**

**Date:** May 16, 2012

**To:** Marlon Brown, Deputy City Manager  
**cc:** Tim Litchet and Mike Taylor  
**From:** Dr. Clifford Smith  
**Subject:** Public Art Donation of Complexus

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Dear Marlon,

Per a City Commission task to staff in support of a Downtown Signature Sculpture effort and in keeping with the City of Sarasota's Donation Policy, I would suggest the following process and conditions regarding the proposed donation of "Complexus" from the Sarasota Public Art Fund:

- Deputy City Manager to place the donation of Complexus on a City Commission Agenda for their review and approval with staff recommendations.
- Condition the permanent acceptance of Complexus as follows:
  - Sign off of the Copyright by Artist required
  - Artist to waive any and all rights he may possess pursuant to the Visual Artists' Rights Act, 17 USC Section 106 A. et. seq.
  - Donation by the Sarasota Public Art Fund to include a Ten year pre-paid maintenance service agreement with the artist to complete all services on Complexus
  - Donation to include a Two year Warrantee on Complexus from the Artist
  - Acceptance only if there are no conditions attached to the donation agreement with the City regarding Complexus' location, transfer, sale or other disposition of the sculpture by the City of Sarasota
  - City will not participate in the purchase of Complexus from the Artist

If I can be of further service in this matter or if you would like me to prepare an agenda request, please let me know and I will be happy to respond.

Best Regards,

Dr. Cliff

## Interoffice Memorandum

Date: Feb 24, 2012



**To:** City Commission  
**From:** Marlon Brown, Deputy City Manager  
**Subject:** First draft of the *City of Sarasota 2013 and 2014 Fiscal Years' Strategic Plan*

Attached please find the first draft of the 2013 and 2014 Fiscal Years' Strategic Plan. This document was developed by Staff in response to the direction received at the Jan 31, 2012 City Commission retreat.

Administration requests the Commission discuss this document at the March 5<sup>th</sup> 2012 Commission meeting to determine if the priorities are consistent with your input. Staff requests the Commission provide additional clarifications where possible.

Staff also requests the Commission make a determination regarding revising the current process from a two year to a one (single) fiscal year Strategic Plan. The 2013 and 2014 goals will then be effective October 2012 to September 2013 (instead of September 2014). If so inclined, a 2014 Strategic Plan could then be developed via a 2013 Quarter 1 Commission Retreat (Nov 2012) to allow appropriate time to synthesize the new goals and objectives into a 2014 budget and into staff assignments.

After receiving the direction requested above, Staff will take the final Plan and develop a Tactical Plan that identifies the individual tasks, responsible parties and quarterly benchmarks associated with each of the objectives. This plan will be shared with the Commission prior to the Budget workshops.

Please note the following:

1. Items still being developed: At this time, a number of items originally advanced by Commissioners as part of the Commission's retreat (and identified herein) are scheduled to be discussed in upcoming workshops, joint meetings and Commission meetings. As a result, some items may require revisions depending on future Commission outcomes.
2. Commission directives that are in Staff's 2012 (current) work plan: Some items that were originally discussed in the Commission Retreat have not been incorporated in the Strategic Plan, because they are more in the nature of 'tasks' rather than strategic goals. These include: to support a Downtown Signature Sculpture effort, to continue to develop meaningful social programs as part of the Robert L. Taylor Center's mission, to encourage redevelopment of the Quay site, to address concerns about future special event conflicts, to support the crime and violence eradication initiatives already underway, and to support the Sarasota Sports festival. Staff will also complete the following items which are in progress and were Objectives of the *2010 and 2011 Fiscal Years' Strategic Plan*:
  - a. Install Wayfinding SRQ Phase 1
  - b. Complete the Alderman Trail
  - c. Provide a Carbon Emissions Reduction report/plan
  - d. Complete high-visibility Renewable Energy projects
  - e. Construct Drainage improvements centered at 17<sup>th</sup> St. and Orange Ave.
  - f. Complete report on Organic waste Recycling opportunities
  - g. Implement the 2010 Police Panel Recommendations
  - h. Construct Payne Park Phase 2 Playground
  - i. Develop and communicate to the public the Community Policing Plan
  - j. Complete the benefit structure revisions (Pending Police Pension agreement)

cc: Charter Officials  
Department Directors

**City of Sarasota  
Donation Application**



Date of Application: May 9, 2012

Owner's Name and Mailing Address: Sarasota Public Art Fund c/o Tom Savage  
1233 N. Gulfstream Ave. # 1104, Sarasota, FL 34236

Phone Number: 941 906-9559 E-mail Address: T15084@aol.com

**Check applicable box**

- Artwork
- Property
- Historic
- Other

Describe object or real property location and size: Sculpture currently  
located at Gulfstream and Hwy 41, "Complexus"  
70' tall x 15' wide

Describe how and why this donation would benefit the city: This sculpture has  
received great praise since installation in May 2011. It  
serves as a strong gateway signature piece of the strong  
cultural core of the community of Sarasota.

(Attach cover letter and/or additional information)

Please attach the following information to your application

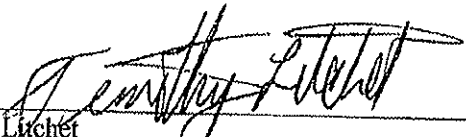
- Appraisal of object Artist asking \$850,000
- Property Tax Papers NA
- Request for tax receipt NA
- Photograph of object attached
- Maintenance instructions and requirements attached

As the owner of the above mentioned object, I agree to enter into an agreement with the City that is consistent with the City of Sarasota Donation Policy.

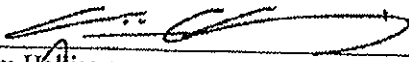
Thomas J. Savage  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

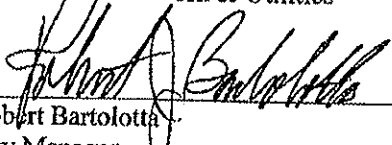
Administrative Regulation  
City of Sarasota Donation Policy & Application

  
\_\_\_\_\_  
Timothy Litcher  
Director Neighborhood & Development Services


6/25/10  
Date

  
\_\_\_\_\_  
William Hallisey  
Director Public Work & Utilities

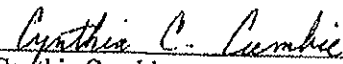
7/6/10  
Date

  
\_\_\_\_\_  
Robert Bartolotta  
City Manager

7-7-2010  
Date

  
\_\_\_\_\_  
Pamela Nadalini  
City Auditor & Clerk

7-7-2010  
Date

  
\_\_\_\_\_  
Cynthia Cumbie  
City Records Manager

7/9/10  
Date



# Sarasota Season Of Sculpture

May 11, 2012

TO: Mr. Terry Lewis, Interim  
City Manager

FROM: Susan, McLeod, Chair  
Board of Directors  
Sarasota Season of Sculpture  
Cell: 941 928-4445  
SusanMcLeod@MichaelSaunders.com

RE: Application for Donation

artist **S**

**C**reativity

muse **U**m of art

col**L**ecting

**P**ublic art

**T**he importance of

cult**U**ral identity

a **R**t to architecture

proj**E**ct

On behalf of Sarasota Season of Sculpture, I have directed an Application for Donation of the sculpture "Complexus" currently positioned at the intersection of Hwy 41 and Gulfstream to your office. The Sarasota Public Art Fund is currently raising funds to purchase this sculpture from the artist John Henry with the intent of donating it to the City of Sarasota. Sarasota Season of Sculpture is acting as the broker for this transaction as the piece is currently part of our biennial exhibition, "Under Azure Skies".

Mr. Tom Savage, a current board member of SSoS and the advisor to the Sarasota Public Art Fund, has informed me that they have pledged of approximately \$500,000. John Henry's asking price is \$850,000 for Complexus. Their negotiations are ongoing.

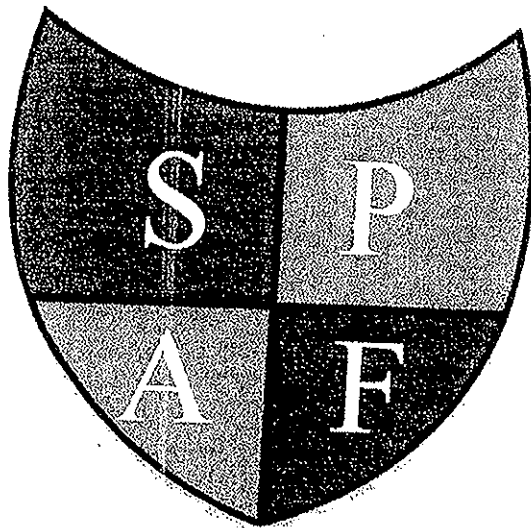
"Under Azure Skies" is scheduled to be dismantled and transported out of Sarasota on the 29<sup>th</sup> and 30<sup>th</sup> of May. We have requested an additional period of time for Complexus to remain in place while these negotiations are on going. It is my understanding that extension date is to be through July 11, 2012. Although this is a very brief time to complete this transaction, both parties have agreed to work towards that date for an agreement.

Please let me know if you need any further information from us. My contact information is above. We thank you for your time in this consideration.

cc. Mr. Robert Schenley  
Mr. John Henry  
Mr. Tom Savage

[www.SarasotaSeasonofSculpture.org](http://www.SarasotaSeasonofSculpture.org)





The Sarasota Public Art Fund has been established to raise funds for public/private art placement.

Our goal is to provide adequate funding of art projects from both established as well as aspiring artists.

We will donate purchased art to the city of Sarasota and create an endowment for an art maintenance program.

The Community Foundation of Sarasota County, Inc., serves as fiduciary agent for the program.

Donors checks should be made out to the Sarasota Public Art Fund, indicating the gift is for the Complexus purchase/donation to the City of Sarasota.

Send to the Community Foundation of Sarasota County  
2635 Fruitville Road  
Sarasota, FL 34237

**Thank you for your support.**

"The Community Foundation of Sarasota County, Inc., meets all requirements specified by the Florida Solicitation of Contributions Act. A copy of our official registration and financial information may be obtained from the division of consumer services by calling toll-free 1-800-435-7352, within the state. Registration does not imply endorsement, approval, or recommendation by the state. One hundred percent (100%) of each contribution is received by the community foundation. Registration #SC-02471."

Dear Susan,

The standard procedure for maintenance on a sculpture such as Complexus is as follows:

Once or twice a year as needed, the entire sculpture should be pressure cleaned with simple soap and water, sometimes a touch up may be necessary after such a procedure.

Every four or six years the sculpture needs to be repainted. This requires a man lift for two or three days and light sanding which can be done in an eight-hour period by one person. After sanding, rolling on of a coat of the Rustoleum color can be applied. This piece requires approximately five or six gallons of paint which is currently priced around \$30 a gallon and is readily available.

Every ten years a structural inspection should be made to be certain that bolts are tight and there is no structural cracking (highly unlikely.) During the painting process all joints need to be inspected to make sure the sealant is sound and in place.

In summary, pieces of this nature require very little maintenance and are impervious to most external damaging forces both natural and man made.

John



**Sarasota Public Art Fund**

**Memorandum**

**TO:** Dr. Clifford Smith  
**FROM:** Thomas J. Savage  
**SUBJECT:** Donation Application: Maintenance & Insurance for "Complexus" Statue

**DATE:** May 30, 2012

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The Sarasota Public Art Fund has made application to the City of Sarasota for the donation of the sculpture, "Complexus", by internationally recognized artist, John Henry.

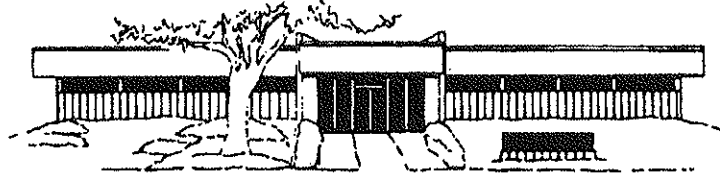
Upon acceptance by the City Commission of this gift statue, "Complexus", located at Gulfstream Avenue and US 41, the Sarasota Public Art Fund will provide a \$50,000.00 [Fifty Thousand Dollar] pre-paid maintenance and insurance agreement for the continued ten [10] year care of the sculpture. The artist and the Resource Factory staff, who are currently used for painting maintenance of "Unconditional Surrender", will provide this service.

This donation shall include a two [2] year warrantee on "Complexus" from the artist. This donation will be given unconditionally.

Respectfully submitted,

A handwritten signature in black ink that reads "Thomas J. Savage". The signature is written in a cursive, flowing style.

Thomas J. Savage, Founder  
Sarasota Public Art Fund



5/29/2012

**PURMORT & MARTIN**  
INSURANCE AGENCY, LLC

Sarasota Public Art Fund  
Thomas Savage  
c/o The Community Foundation  
2635 Fruitville Rd  
Sarasota, FL 34237

Re: COMPLEXUS  
Policy Numbers to be determined  
Property and General Liability  
Effective date to be determined

To Whom It May Concern:

Please be advised that Mr. Thomas Savage has requested and indication of annual premium to cover structure and general liability for the sculpture, COMPLEXUS.

Because details have not been determined at this time, the insurance companies are giving us an "indication only" based on information at this time. The property/structure coverage annual premium indication is \$2,500 plus fees, which will be determined at the time of binding coverage.

The general liability annual premium indication is \$460 plus any fees, which will be determined at the time of binding the coverage.

Once all terms and conditions have been met and agreed upon by all parties, we are prepared to put coverage in place based on values and requirements at that time.

Should you have any questions, please feel free to contact me directly at (941) 552-4176 or my e-mail address below.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Cook".

Cheryl Cook  
cheryl@purmort.com  
www.purmort.com



# CITY OF SARASOTA BUILDING AND ZONING DIVISION

1565 1st St., 2nd Floor -- Annex Bldg., Sarasota, Florida 34236 Tel.(941) 954-4156 (FOR ALL INSPECTIONS - 954-4126)

## BUILDING PERMIT

TO THE DIRECTOR OF NEIGHBORHOOD AND DEVELOPMENT SERVICES:

The undersigned owner or agent for the owner certifies that, together with plans and specifications submitted to the Building and Zoning Division, this application shows a true representation of the construction to be accomplished under this permit. It is understood that any deviations from the original documents, unless approved by the Building Director, will render the permit invalid. **The permit will become invalid after 6 months if the project is not commenced or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the work has commenced.**

The undersigned owner or agent for the owner further agrees to comply with all City of Sarasota Building and Zoning laws and regulations and State of Florida regulatory laws and codes pertaining to the work and agrees at any time to make all changes required by the Building Director to conform to City and State ordinances, laws and regulation. **The undersigned owner, or agent for the owner, shall submit a list of all required registered sub-contractors prior to their commencing work.**

Date Issued:	10/27/2011	Permit:	20120419
Site Address:	1565 1ST ST	Unit:	CORNER OF N GULFSTREAM AND US 41 SEASON OF SCULPTURE

Parcel Address:	1565 1ST ST	Unit:	
Tenant/Leasee:			
Owner:	SARASOTA CITY OF	Phone:	
Address:	CITY AUDITOR & CLERK SARASOTA FL 34230-1058		

Contractor:	STEPHEN MATTHEW ALLEN	Phone:	(941) 378-2477
City Reg #:	20118997	State Reg #:	CGC1516087
Type Occ: B1	Census Item: 437	# Bldgs:	# Units: Stories: 0

Type Work: NEW - COMMERCIAL	Type Construction:	1 Hour Protected: NO
Description of Work: CAST IN PLACE CONCRETE PAD FOR SCULPTURE		
Total Construction Valuation: \$7800.00		Prepaid:

### ZONING DEPARTMENT INFORMATION

P.I.N. 2026-14-0101	Zoning: DTC	Sq Footage: 0
Fire Dist:	F.F. Elevation:	Flood Zone:
B.O.A.: N/A	PS&D Apprvd: N/A	Special Exception: N/A
Cond. Rezoning: N/A	Hist Desig: N/A	Board of R&A: N/A
Housing Code: N/A	Demolition: N/A	

I certify that I have complied with all applicable Federal, State and County laws and regulations pertaining to asbestos removal including the completion of the notification form to Tallahassee.

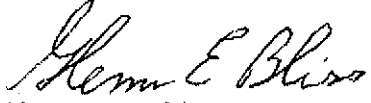
Owner/Contractor Signature \_\_\_\_\_

Personally appeared (please print your name below)

who on oath says that he/she is the applicant for the foregoing and that all above statements are true to the best of his/her knowledge, and that the work to be done thereon is authorized by the owner and will be done by contract.

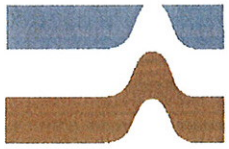
Owner/Contractor Signature \_\_\_\_\_

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.

A handwritten signature in cursive script that reads "Glenn E. Bliss". The signature is written in black ink and is positioned above the printed name and title.

Glenn E. Bliss  
Building Official

1565 157 57



**Ardaman & Associates, Inc.**

Geotechnical, Environmental and  
Materials Consultants



November 28, 2011  
File No. 11-7441

TO: Mark Williams Construction  
8191 Blaikie Court, Suite A  
Sarasota, FL 34240

SUBJECT: Compaction Testing of Existing Soils for the Proposed Sculpture Pad @ Northeast  
Corner of U.S. 41 and Gulfstream Avenue, Sarasota, Florida  
Permit #20120419

Ladies/Gentlemen:

As requested, our firm has completed inspection and testing of the existing soils inside the bottom of the footings and in the pad area at the above referenced site. The tests were conducted on November 2, 2011, in a circular area measuring approximately 20 feet in diameter.

Our inspection and testing of the existing soils inside the bottom of the footings and in the pad area allow us to verify that the shallow foundation soils meet requirements of 2000 psf soil contact pressure.


Since no subsurface soil borings were made at this site by our firm, this report covers only the compaction and condition of the shallow foundation soils.

As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients and authorization for publication or reproduction of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

It is a pleasure being of assistance to you. Please contact us when we may be of further service.

Very truly yours,

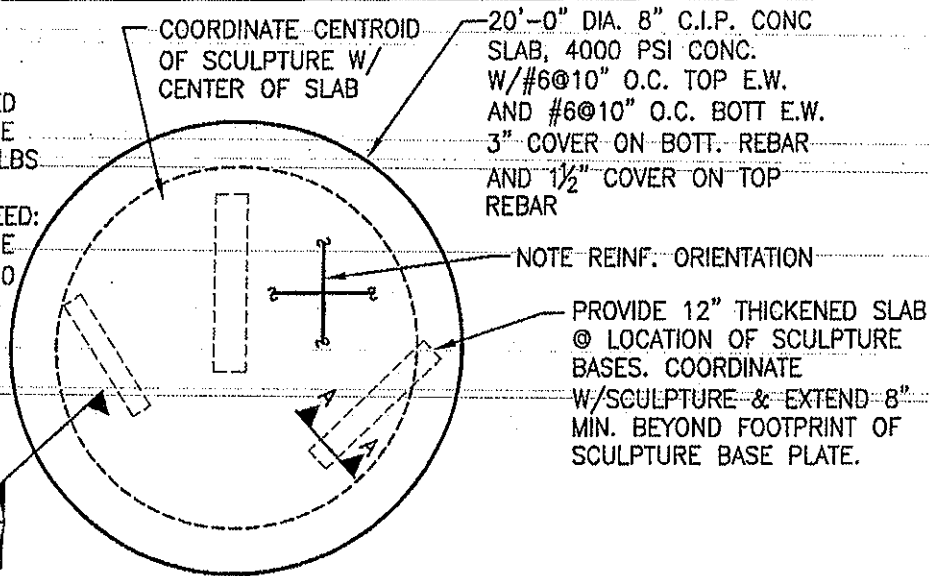
ARDAMAN & ASSOCIATES, INC.  
Certificate of Authorization No. 5950

  
11-29-11  
Gary H. Schmidt, P.E.  
Vice President  
Eng. Reg. No. 12305

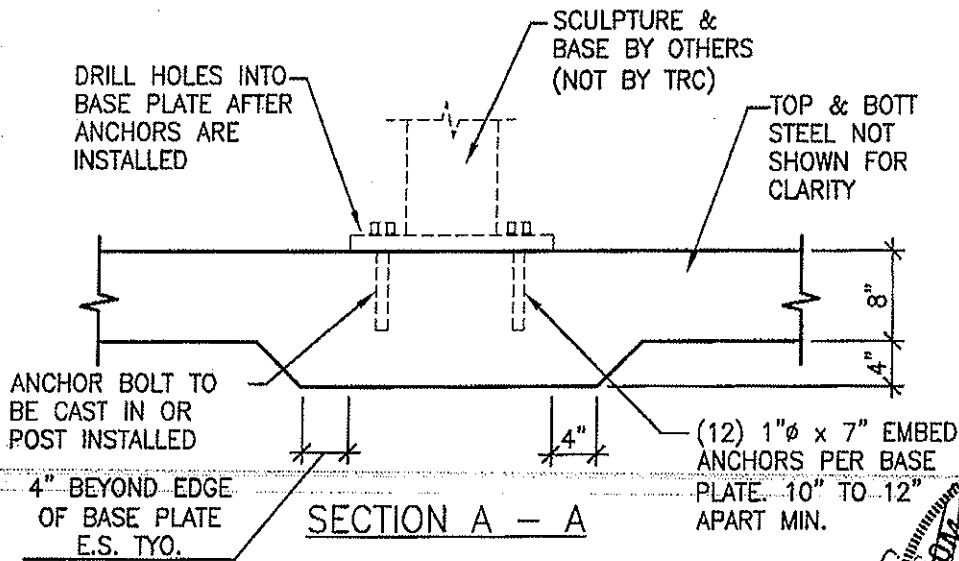
GHS:ma

cc: City of Sarasota Building Department

NOTE: DESIGN BASED ON MAX. SCULPTURE WEIGHT OF 39000 LBS AND WIND LOADING BASED ON FBC SPEED: 130 MPH, EXPOSURE 'C', IMP FACTOR: 1.0

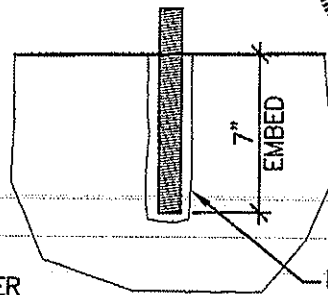
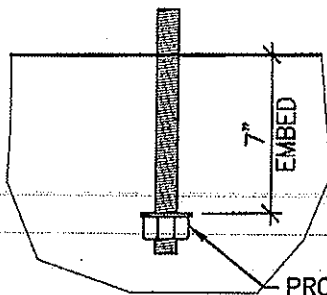


1  
S-2



CAST IN

POST INSTALLED



THOMAS ADRIAN HAGOOD, P.E.  
 LICENSE No. 34786  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 THOMAS A. HAGOOD  
 FL PE #51786  
 OCT 17 2011

COMPLEXUS-SCULPTURE-FOUNDATION



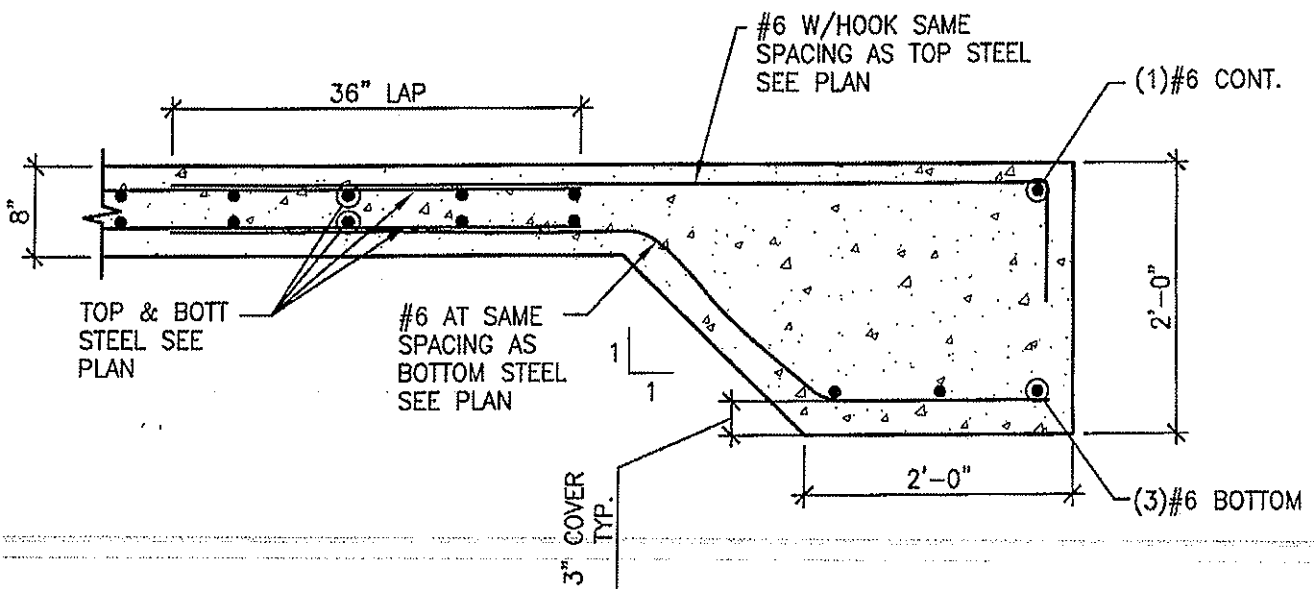
2801 Fruitville Road, Suite 200  
 SARASOTA, FL 34237  
 PHONE: (941) 952-1717  
 FAX: (941) 366-7724  
 www.trcww.com  
 CERTIFICATE OF AUTHORIZATION NO. 27322

DESIGN: JD      DRAWN: DAB  
 DATE: 03/31/11      JOB NUMBER: 11SAR006

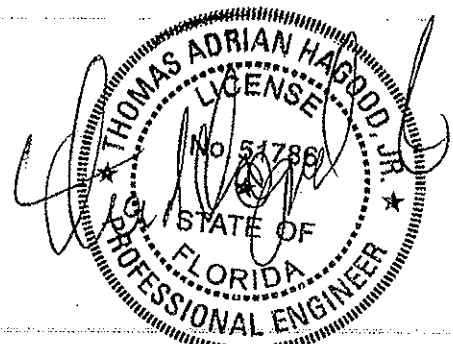
TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES.

S-1





1 SECTION  
S-2 SCALE: 3/4" = 1'-0"



THOMAS A. HAGOOD  
FL PE #51786

OCT 17 2011

COMPLEXUS-SCULPTURE-FOUNDATION



2801 Fruitville Road, Suite 200  
SARASOTA, FL 34237  
PHONE: (941) 952-1717  
FAX: (941) 366-7724  
www.trcww.com  
CERTIFICATE OF AUTHORIZATION NO. 27322

DESIGN: JD	DRAWN: DAB
DATE: 03/31/11	JOB NUMBER: 11SAR006
TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES.	
S-2	



# Right-of-Way Use Permit

Permit is issued by City of Sarasota Neighborhoods & Development Services

1565 First Street, 2nd Floor, Sarasota Florida 34236 Tel: (941) 954-4126, Fax: (941) 954-4178

Office Use Only	Application Date <b>11/2/11</b>	Permit No. <b>20120499</b>
Applicant Information	Applicant Name (First and Last) <b>R. ANDREW MAASS</b>	Name of Company (if applicable) <b>SARASOTA SEASONAL SCULPTURE</b>
	Applicant Phone No. (Mobile preferred) <b>315 4455</b>	Applicant Address (include City and State)
	Applicant Fax No. <b>387-8304</b>	Applicant Email Address <b>R.ANDREWMAASS@VERIZON.NET</b>
	24 Hr Contact person (Name)	24 Hr Contact person (Mobile Phone No.)
Owner of real property served by work (if applicable)	Name <b>CITY OF SARASOTA</b>	Property Address <b>GULFSTREAM AT BANANA &amp; U.S. 41</b>
	Telephone No.	City, State, Zip Code <b>SARASOTA, FL</b>

Location of Work or Address: **GULFSTREAM & BANANA & U.S. 41**

### Permit Type (check all that apply)

### Closure/Obstruction Permits:

**1565 1st St.**

<input type="checkbox"/> Driveway	<input type="radio"/> Concrete / Paver <input type="radio"/>	Sidewalk/Ramp (\$50/per day/per blockface + surcharges)
<input type="checkbox"/> Curb and Gutter (\$50/per blockface, after one week \$50/per day/per blockface)		Lane (\$100/per day/per blockface + surcharges)
<input type="checkbox"/> STOR or CONST-UTL Strip/Medians/UNIMP ROW (\$20/per day/blockface)		On-Street Parking Space (\$40 or \$100/day + surcharges)
<input type="checkbox"/> Other		

### Inspection Requirements (check all that apply) (\$50/each inspection)

Daily  
  Weekly  
  Monthly  
  Initial and Final  
  Initial Only  
  Final Only  
  One Check # **1100.00**

Construction Bond/Deposit  
  Construction Lab Testing  
  Contact All Affected Utilities (Public and Private)

Maintenance of Traffic Plan (see M.O.T. Form)  
  72 Hr Notice  
  48 Hr Notice  
  Public Notice  
  Public Meeting

### Additional Requirements by City Engineering:

**SCULPTURE WILL BE INSTALLED ON A CONCRETE PAD ON 11/7 & 10/8**

**\*KEEP COPY OF THIS PERMIT ON THE JOB AT ALL TIMES\***

Permit Schedule	Applicant must call the Building Division to activate this Permit? YES <input type="radio"/> NO <input checked="" type="radio"/>	Construction/Obstruction Start Date <b>Nov 7 2011</b>	Construction/Obstruction End Date (Permit Expiration date) <b>Nov 8 2011</b>
Permit Payment & Extensions	Cost of Permit <b>\$100-00</b>	Extend From:	Extend To:

I have read the reverse side and I hereby agree to all the terms under which this permit was issued:

Signature of Applicant

Approval by City Engineering

**10/26/11**  
Date

**Permit Instructions**

1. The applicant must provide a surety deposit acceptable by the City Commission in the minimum amount of \$5,000.00 or \$\_\_\_\_\_ which is equal to 115% of a Registered Professional Engineer's cost estimate of restoration of the area to original or better conditions for work permitted by this application. Said sum may be used by City in repairing any damage done, correcting any violations of Ordinance by the Applicant and/or in cleaning up the premises and restoring the grounds occupied or used by the Applicant to their condition prior to the issuance thereof. City may alter temporary structures or remove materials stored by the Applicant pursuant hereto and use said funds for the expense thereof for any purpose connected herewith, either before or after the completion of the work for which the permit is granted.
2. All construction and restoration must meet Sarasota City Standards before work can be considered complete and before Applicant will be released from said responsibility or posted bond returned. Applicant agrees to supply additional funds should the amount of this deposit prove inadequate, and the said additional funds shall be supplied immediately upon demand of the City.
3. Plans must show all locations of underground and overhead utilities, culverts, headwall or any other structure in the right-of-way. Typical cross-section showing depth of existing utilities must be included and all affected utilities must be notified prior to application.
4. The City Engineer MUST be notified at least 72 hours prior to commencement of construction operations and given (A) time limits, (B) traffic control systems for the operation.
5. Contractor shall call Sunshine One Call 48 hours before digging and shall furnish with Permit.

**This permit is issued subject to the general provisions of the Standard Specifications of the City of Sarasota, which require, in part:**

1. The Applicant declares that prior to filing of this Permit; he/she has ascertained the location of all existing utilities, both aerial and underground. Applicant also declares that notice of this proposed work under this Permit was furnished to each Utility.
2. All required sketches, plans and cross-sections covering details of this work shall be attached to and become a part of this Permit. Any changes made to the drawings or stipulations made thereon must be approved and shall become part of the Permit. A copy of all required sketched, plans, cross-sections and any subsequent changes to those must be retained at the job site and an additional copy filed with the City Engineering Department.
3. The Applicant shall make all necessary provisions for the accommodation and convenience of traffic and shall take such safety measures, including the placing and display of caution signals in accordance with the "Manual on Traffic Controls and Safe Practices for Standard Highway Construction, Maintenance and Utility Operations", and shall also prevent any obstructions or conditions which are or may be dangerous to the traveling public. No street will be totally blocked without the specific authority of the City Engineer. The City reserves the right to stop work should traffic controls prove to be inadequate.
4. No later than 48 hours prior to any excavation in paved areas and/or any authorized street closing, Applicant must notify; The City Police Department, Sarasota County Fire Department and Emergency Services, Sarasota County School Board and Sarasota County Transit Authority. Such notifications indicate the date, length of closing and project limits, i.e., Main Street from A Avenue to B Avenue.
5. Fire hydrants shall be left accessible at all times.
6. There shall be no disruption of existing utilities without specific authority.
7. The flow of storm water shall be unimpeded in all drainage facilities.
8. Applicant shall make all necessary provisions for the control of erosion/sedimentation in accordance with Engineering Design Criteria Manual Regulations.
9. All excavation across paved streets shall be back filled and temporarily patched with "cold mix" asphalt concrete before the end of each working day.
10. The City of Sarasota Neighborhoods & Development Services will inspect all phases of restoration pavement repairs when the temporary asphalt patch is in place, and after the permanent patch has been applied.
11. The City can demand the compaction tests be performed by a reputable testing lab, at any location or time deemed necessary and the cost of said tests to be borne by the Applicant.
12. All work shall be done in such a manner as to interfere as little as possible with public convenience and safety.
13. Both public and private property of whatever nature occupied or affected hereunder, shall be maintained and preserved from damage during the operations and clean up, and restored to it's original or better condition upon completion of cessation of work.
14. All suits, actions or claims of whatever nature may arise occasioned either directly or indirectly by the work permitted or the special privileges granted hereunder, shall be assumed by the Applicant and the City Commission, and all its officers, agents and employees shall be indemnified and saved harmless there from.
15. The City reserves the right to revoke this permit without other formality then that of notifying the Applicant to this effect.
16. The City reserves the right to replace driveways, walkways and sidewalks with standard concrete paving only, regardless of the original paving material.
17. The penalty for violation of any of the terms of this permit shall be: Revocation of permit, refusal by the City to issue further permits, fines and/or jail sentence.

**NEIGHBORHOODS & DEVELOPMENT SERVICES DEPARTMENT INSPECTIONS LOG**

<b>Date / Time:</b>	<b>INITIAL Pass</b>	<b>INITIAL Reinspection reqd</b>	<b>FINAL Pass</b>	<b>FINAL Reinspection reqd</b>	<b>Initial:</b>
<b>Comments:</b>					
<b>Date / Time:</b>	<b>INITIAL Pass</b>	<b>INITIAL Reinspection reqd</b>	<b>FINAL Pass</b>	<b>FINAL Reinspection reqd</b>	<b>Initial:</b>
<b>Comments:</b>					
<b>Date / Time:</b>	<b>INITIAL Pass</b>	<b>INITIAL Reinspection reqd</b>	<b>FINAL Pass</b>	<b>FINAL Reinspection reqd</b>	<b>Initial:</b>
<b>Comments:</b>					
<b>Date / Time:</b>	<b>INITIAL Pass</b>	<b>INITIAL Reinspection reqd</b>	<b>FINAL Pass</b>	<b>FINAL Reinspection reqd</b>	<b>Initial:</b>
<b>Comments:</b>					
<b>Date / Time:</b>	<b>INITIAL Pass</b>	<b>INITIAL Reinspection reqd</b>	<b>FINAL Pass</b>	<b>FINAL Reinspection reqd</b>	<b>Initial:</b>
<b>Comments:</b>					
<b>Date / Time:</b>	<b>INITIAL Pass</b>	<b>INITIAL Reinspection reqd</b>	<b>FINAL Pass</b>	<b>FINAL Reinspection reqd</b>	<b>Initial:</b>
<b>Comments:</b>					



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 14 day of September, 2011, at Sarasota, Florida, by and between the City of Sarasota, Florida, a municipal corporation, hereinafter called the "CITY," and Sarasota Season of Sculpture, Inc., a Florida not-for-profit corporation, hereinafter called the "TENANT."

WITNESSETH:

WHEREAS, the CITY is the owner of certain real property, situated within its corporate limits, located in the vicinity of Sarasota Bay; and,

WHEREAS, TENANT is a nonprofit corporation organized for the purpose of promoting a Sarasota Season of Sculpture which would involve the exhibition of artistic sculptures on the real property of CITY in the vicinity of Sarasota Bay; and,

WHEREAS, the City Commission finds that TENANT will provide a unique service so that this lease would not be approved except for the distinctive characteristics of TENANT; and

WHEREAS, CITY and TENANT desire to enter into this Lease Agreement to set forth the terms and conditions upon which TENANT may promote the Sarasota Season of Sculpture show; and

WHEREAS, the City Commission, on June 6, 2005, authorized the City Manager to administratively approve and execute this Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, it is agreed as follows:

1. Definitions: The following terms shall have the meanings herein ascribed to them.
  - A. "City Manager" shall mean the City Manager of the City of Sarasota, or his designee.
  - B. "Leasehold" shall mean that certain area of real property owned by CITY adjacent to Sarasota Bay as depicted in the sketch attached hereto and incorporated by reference herein as Exhibit A. The Leasehold shall include the entire area designated for sculptures located between Points A and B, as well as location No. 2, all as shown on Exhibit A.

2. Grant of Leasehold: The CITY does hereby lease to the TENANT, and the TENANT does hereby accept from the CITY, in its "as is" condition, the Leasehold as defined herein.

3. Term: The term of this Lease Agreement shall commence on October 15, 2011 and shall terminate at 11:59 p.m. on June 7, 2012. TENANT shall have no options to renew this Lease Agreement. This Lease Agreement may be renewed for future terms at the sole discretion of CITY.

4. Use of Leasehold: TENANT covenants to occupy the Leasehold solely for the purpose of promoting the Sarasota Season of Sculpture. The Sarasota Season of Sculpture shall be an art show exhibiting a minimum of ten (10) sculptures up to a maximum of twenty-one (21) sculptures within the Leasehold at the locations depicted in Exhibit A for sculptures, i.e. between Points A and B along the Bayfront, as well as location No. 2 at the intersection of Gulf Stream Avenue and U.S. 41. No additional sculptures shall be permitted within the Leasehold unless authorized by a written amendment to this Lease Agreement. TENANT shall be solely responsible for determination of which sculptures shall be exhibited in the Sarasota Season of Sculpture. TENANT used a curator and local jury to determine which sculptures shall be permitted to be exhibited at the Sarasota Season of Sculpture on the Leasehold. TENANT shall make a presentation to the Public Art Committee of CITY of the artists selected for the exhibit in September 2011. The sole purpose of this presentation will be to provide information to the Public Art Committee. TENANT acknowledges that the Sarasota Season of Sculpture shall be displayed to all citizens and visitors of CITY and TENANT shall choose art work appropriate for such display. Attached hereto and incorporated by reference herein as Exhibit B are photographs and descriptions of 11 sculptures which are anticipated to be placed within the Leasehold. In the event TENANT desires to exhibit any sculptures which are not described on Exhibit B,

TENANT covenants to have said sculptures previewed by CITY'S Public Art Committee. As a condition precedent to exhibiting any sculptures which are not depicted within Exhibit B, CITY and TENANT shall enter into a written amendment to this Lease Agreement modifying Exhibit B and specifically authorizing the new sculpture to be exhibited within the Leasehold. Upon request, TENANT covenants to provide the City Manager a photocopy of the contract entered into between TENANT and the organization providing such exhibits to TENANT. TENANT shall be permitted to offer the exhibited sculptures for sale. All sculptures, including those that have been sold, must remain in the exhibit for the full term of this Lease Agreement. However, if in the sole discretion of the City Manager, any sculpture falls into disrepair or becomes a hazard to the public, TENANT shall cause the sculpture to be removed from the Leasehold within 24 hours of receiving said notice from the City Manager. The City Manager shall have the right to inquire, from time to time, into the conduct of the operations, activities, and services of the TENANT in order to insure that the services being provided by TENANT are in conformity with the purposes and intent of this Lease Agreement.

5. Rental Amount: The Art Show which will be produced by TENANT on the Leasehold will involve a traveling exhibition. Accordingly, TENANT covenants to pay CITY, as the rental amount hereunder, one-third (33-1/3%) of any commission received by TENANT, directly or indirectly, from the sale of any sculpture displayed on the Leasehold. The rental amount shall be payable by TENANT to CITY within thirty (30) days of TENANT's receipt of the commission. TENANT shall provide CITY a comprehensive financial review of all proceeds and expenses related to the Sarasota Season of Sculpture prepared by a certified public accountant firm. The financial review shall be provided to CITY within thirty (30) days of conclusion of the Sarasota Season of Sculpture and shall include all expenditures and revenues for the Sarasota Season of Sculpture. In the event CITY determines that the comprehensive

financial review supports payment of additional rental amount, TENANT covenants to pay the additional rental amount, plus statutory interest, within thirty (30) days of receipt of an invoice from CITY. The faithful performance by TENANT of the terms, conditions, and covenants contained herein shall be deemed to be valuable additional consideration for the grant of this Lease.

6. Tenant Expenses:

A. TENANT shall pay CITY a security deposit in the amount of Five Hundred Dollars (\$500.00). CITY shall hold said security deposit and shall be entitled to use all or any portion of same in the event CITY must perform any repairs within the Leasehold. The City Manager, in his sole discretion, shall determine whether CITY shall be entitled to use all or any portion of the security deposit for repairs within the Leasehold.

B. TENANT shall be financially responsible for all production costs with regard to the Sarasota Season of Sculpture show. These production costs shall include, but are not limited to, creation of and installing the bases or foundations necessary for the sculptures; obtaining the sculptures for the Sarasota Season of Sculpture show; transporting the sculptures to the Leasehold for the Sarasota Season of Sculpture show; providing any required maintenance and repair to sculptures in a timely manner; and replacing the Leasehold to its original condition at the conclusion of the Leasehold term.

C. TENANT shall be financially responsible for all costs incurred, including clean-up, as a result of a special event at the Sarasota Season of Sculpture. A special event may include, but not be limited to, a ceremony or event during the Sarasota Season of Sculpture show. TENANT shall obtain a special event permit from CITY and pay all attendant costs, including clean-up costs, related to the special event. TENANT shall also be responsible, on a



day-to-day basis, for all maintenance and clean-up costs of the sculptures and any related improvements to the sculptures.

7. Sculpture Installation: TENANT covenants that sculptures will be installed during the first ten days of the term of this Lease Agreement. In addition, TENANT covenants to provide CITY advance written notice of the specific date, time, and place at which any sculpture will be installed within the Leasehold or removed from the Leasehold. TENANT shall include in such written notice the precise manner by which installation or removal shall occur, e.g., by use of a crane to be located at a point certain. The specific method of installation or removal of sculptures shall be approved in advance by the City Manager. TENANT covenants that no heavy equipment, vehicles, or the like shall be permitted in or around the Leasehold without the express prior written approval of the City Manager. Consent to the installation or removal techniques in all areas of the Leasehold shall be solely within the discretion of the City Manager and upon such terms and conditions as the City Manager shall, in his sole discretion, deem necessary. Consent may be withheld unless TENANT agrees to all terms and conditions imposed by the City Manager.

8. Payment of Taxes: TENANT shall promptly pay and discharge, as they become due, all ad valorem taxes and any special assessments that may be levied, by any governmental authority, against all or any part of the Leasehold. Should the State of Florida determine that this Lease Agreement, or the activities of TENANT, are subject to sales tax, TENANT shall be solely responsible for remitting to the State of Florida said tax, to include delinquent amounts claimed due, penalties and interest, if any. TENANT shall be solely responsible for applying for any available exemption from the payment of said taxes and obtaining the same. TENANT shall also be solely responsible for applying for and obtaining, at TENANT'S expense, any and all permits necessary for production of the Sarasota Season of Sculpture show.

9. Assessments: TENANT shall pay all special assessments and levies or charges made by any municipal or political subdivision of the State or another governmental entity with regard to or in any way arising out of the Sarasota Season of Sculpture show, and shall pay the same as they shall fall due and before they shall become delinquent.

10. Management of Sarasota Season of Sculpture Show: TENANT shall be solely responsible for the management and conduct of the Sarasota Season of Sculpture show and its related activities on the Leasehold.

11. Record Keeping: TENANT shall keep the books of account and records of all operations and activities on the Leasehold and shall establish a system of bookkeeping and accounting in a matter satisfactory to City Manager. CITY shall have the right to audit, at least annually, after notice of intent to audit, the books and financial records of TENANT for the purpose of verifying compliance with the terms of this Lease Agreement. In the event that the books and records of TENANT are deemed by CITY to be inadequate to properly audit TENANT'S business operations, the City Manager shall have the right to specify such books and records as shall be necessary in order for CITY to conduct its audit and TENANT shall keep such books and records as are specified by the City Manager.

12. Security: TENANT shall take such steps as are necessary from time to time, for the security of persons utilizing the Leasehold for Sarasota Season of Sculpture show. Such security shall be at TENANT'S sole expense. As a condition precedent to allowing the sculpture Complexus to be installed at Location No. 2 identified in Exhibit A (i.e. at the intersection of Gulf Street Avenue and U.S. 41), TENANT shall provide the City Manager a signed, sealed report from a structural engineer establishing that the sculpture Complexus and related foundation is secure and capable of withstanding a Category 3 hurricane. Attached hereto and incorporated by reference herein as Exhibit C are the minimum anticipated foundation

requirements for the sculpture Complexus. TENANT covenants, at a minimum, to meet the foundation requirements depicted in Exhibit C. TENANT further covenants to take any actions necessary in the opinion of a structural engineer to establish that the sculpture Complexus is secure and capable of withstanding a Category 3 hurricane.

13. Signs: No more than two four (4) foot by four (4) foot double-sided signs shall be permitted on the Leasehold, during the term of this Lease Agreement, the location and design of which shall be subject to approval by the City Manager prior to installation. TENANT shall erect no other signs on the Leasehold without obtaining the prior written approval of the City Manager. In making such determination, the City Manager shall consider whether or not the proposed sign is the minimum size reasonably necessary to identify the sculpture and the artist. Approved signs shall only be permitted while the sculpture is on display. TENANT shall be responsible for all costs related to signs including permitting, design and installation charges. The exact placement location of all signs must be approved by the City Manager as a condition precedent to installation of any sign.

14. Indemnification: CITY shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by any person whatsoever who may be using, occupying, or visiting the Leasehold with regard to the Sarasota Season of Sculpture show or who may be in, on, or about the Leasehold with regard to the Sarasota Season of Sculpture show, whether or not any such loss, injury, death, or damage shall be caused by or shall in any manner result from or arise out of any act, omission, or negligence of TENANT or any other person, and TENANT does hereby indemnify and hold harmless CITY against all claims, liabilities, loss or damage of any nature whatsoever which arises out of or results from the subject matter of this Lease Agreement. This indemnification shall include court costs and attorneys' fees, incurred by CITY, for trial court and for appellate proceedings if any. TENANT

acknowledges that the grant of the Leasehold for the rental amount set forth herein is adequate consideration for the indemnification requirements of this section.

15. Insurance: TENANT shall maintain, at its sole expense, during the entire term of this Lease Agreement, and on a year-round basis thereafter in the event CITY, in its sole discretion, extends this Lease Agreement, personal injury liability insurance covering occurrences on the Leasehold and in the vicinity thereof with regard to the Sarasota Season of Sculpture show, in the amount of one million dollars (\$1,000,000) for injury or death of any one person and two million dollars (\$2,000,000) for injury or death of any number of persons in one occurrence, and property damage liability insurance in the amount of three hundred thousand dollars (\$300,000). CITY shall be named as an additional or joint insured. From time to time, the City Manager may require TENANT to adjust its public liability coverage if the City Manager, in his sole discretion, determines that such adjustment is warranted to fully protect CITY.

16. Proof of Insurance: The original policies of insurance or certificates of insurance shall be delivered to the City Manager. Similarly, evidence of insurance shall be delivered to the City Manager on each anniversary or renewal date of each insurance policy. Each insurance policy shall provide for not less than thirty (30) days advance notice to the City Manager in the event of cancellation of coverage or change in coverage.

17. Pledge, Assignment: TENANT shall not assign, transfer, sublet, pledge, or encumber the Leasehold.

18. Indemnity for Encumbrance: TENANT does hereby indemnify and hold harmless the CITY of and from all or any lien, claim of lien, mortgage, or an encumbrance of any nature whatsoever, pertaining to the Leasehold, and arising out of the Sarasota Season of Sculpture show whether the validity of same shall be in question or not, and such indemnification shall

include the obligation that TENANT pay for all reasonable court costs, attorney's fees and expenses which may be incurred by CITY in protecting the real property comprising the Leasehold against and from any lien, claim of lien, mortgage, or encumbrance. This indemnification shall include court costs and attorney's fees at any trial court and for appellate proceedings, if any.

19. Abandonment or Suspension of Use: Should TENANT voluntarily abandon the Leasehold, or should Tenant suspend its activities or discontinue its use of the Leasehold for any reason whatsoever for a period of sixty (60) consecutive days, the CITY may, at its option, terminate this Lease Agreement by giving TENANT written notice of such termination. Said notice shall specify the effective date of termination, which shall be no more than thirty (30) days following the date of the written notice but may be less. In such event, CITY shall have all right, title and interest in and to any and all improvements with regard to the Sarasota Season of Sculpture show and CITY may retain any and all improvements with regard to the Sarasota Season of Sculpture show at no cost to CITY and without any liability of CITY to TENANT.

20. Default: TENANT acknowledges that the terms, conditions, covenants, and requirements on its part to be kept, as set forth herein, are material inducements to CITY entering into this Lease Agreement. Should TENANT fail to perform any term, condition, covenant or requirement on its part to be kept, the City Manager may declare a default by giving written notice thereof to TENANT, specifying those acts or things which must occur in order to cure said default. TENANT shall have such period of time as the City Manager shall reasonably specify, in the written notice, within which to cure the default. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate this Lease Agreement by written notice of termination, said notice specifying the time and date of termination. In the event of such default, which has not been cured, CITY may take possession

of the Leasehold and shall have the right to remove all persons therefrom. On termination after default, CITY shall have all right, title, and interest in and to the Leasehold, as well as any and all improvements within the Leasehold relating to the Sarasota Season of Sculpture show and CITY may retain said improvements relating to the Sarasota Season of Sculpture show at no cost to CITY and without any liability to TENANT of any nature whatsoever.

21. Financial Insolvency: In the event TENANT becomes a debtor in any bankruptcy proceeding, whether voluntary or involuntary; or should TENANT make an assignment for the benefit of creditors; or should TENANT become subject to a writ of attachment or otherwise become financially insolvent, then, on any such events, the City Manager may terminate this Lease Agreement. TENANT shall, at the City Manager's request, furnish evidence of the TENANT's financial condition in a form acceptable to the City Manager. The City Manager shall give TENANT written notice specifying the effective date of termination.

22. Loss of Nonprofit or Tax-exempt Status: In the event TENANT ceases to qualify as an active nonprofit corporation under the laws of the State of Florida or should TENANT lose its tax-exempt status for Federal Income Tax purposes, the City Manager may terminate this Lease Agreement. The TENANT shall, at the City Manager's request, furnish evidence of the continuation of TENANT's nonprofit corporate existence or TENANT's tax-exempt status in a form acceptable to the City Manager. The City Manager shall give TENANT written notice specifying the effective date of termination.

23. Normal Expiration of Leasehold Term: TENANT shall voluntarily quit its use of the Leasehold and shall return the Leasehold to CITY upon the expiration of this Lease Agreement. Upon the date of such expiration, CITY may take possession of the Leasehold, as well as any improvements relating to the Sarasota Season of Sculpture show which remain thereon, and shall have the right to remove all persons therefrom. In such event, CITY shall

have all right, title, and interest in and to any improvements relating to the Sarasota Season of Sculpture show which remain within the Leasehold and CITY may retain such improvements without any payment or liability to TENANT. The City Manager shall not be required to provide notice to TENANT to quit the Leasehold upon the expiration of the Lease Agreement. However, the City Commission may, in its sole discretion, upon written request of the TENANT, allow TENANT to hold over upon expiration of this Lease Agreement under such terms and conditions as the City Commission shall deem warranted.

24. Nature of Use of Leasehold: TENANT and CITY warrant and represent that by the execution of this Lease Agreement it is not the intent of the parties that the use of the Leasehold by TENANT or the operations conducted on the Leasehold by TENANT be construed or deemed to represent a joint venture or undertaking between CITY and TENANT. TENANT shall, at all times, be solely responsible for the operations and activities on the Leasehold, including services provided by TENANT or any organizations TENANT may allow to occupy the Leasehold.

25. Compliance with Applicable Law: TENANT covenants to promptly comply with all applicable Federal, State, County and municipal laws, ordinances, regulations and rules relating to the use of the Leasehold for the purposes authorized herein. TENANT shall conduct no activity or provide any service which is unlawful or offensive.

26. Compliance with American's With Disabilities Act: TENANT shall have the sole responsibility to comply with the Americans With Disabilities Act of 1990, at 42 U.S.C. §12101, as well as any regulations pertaining thereto, and any State of Florida statutes or regulations pertaining to persons with disabilities and structures or premises where disabled persons are entitled to be provided proper access.

27. TENANT'S Distinctive Service: CITY has granted this Lease Agreement to TENANT in reliance upon the distinctive services that TENANT can provide which benefit the citizens of the CITY. This distinctive service is part of the justification for CITY granting this Leasehold for the rental amount set forth in section 5 of this Lease Agreement.

28. Attorney's Fees: Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions or conditions of this Lease Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including a reasonable attorney's fee to the attorney representing the prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof. The non-prevailing party's obligation shall include attorney's fees incurred by the prevailing party at any trial court or appellate court level of proceedings.

29. Right of Inspection: The City Manager shall have the right at all reasonable times during the term of this Lease Agreement, upon giving TENANT reasonable notice, to enter the Leasehold thereon for the purpose of inspecting them without liability to TENANT of any nature whatsoever.

30. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant or condition contained herein, or any instances of default, shall not be deemed to be a waiver of the same, and the subsequent acceptance of rent or further performance hereunder from TENANT shall not be deemed a waiver of any default or breach by TENANT.

31. Notices: Notices required by or related to this Lease Agreement shall be sent by United States registered or certified mail, postage prepaid and return receipt requested. Notices to CITY shall be sent to:



City Manager  
City Hall  
1565 First Street  
Sarasota, Florida 34236

Notices to TENANT shall be sent to:

Susan McLeod, Chairman  
Sarasota Season of Sculpture, Inc.  
1662 Floyd Street  
Sarasota, Florida 34239

32. Remedies - Cumulative: All remedies hereinbefore and hereafter conferred on CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

33. Severability: Should any section, sentence, clause, part or provision of this Lease Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall not affect the validity of this Lease Agreement as a whole or any part hereof other than the part declared to be invalid.

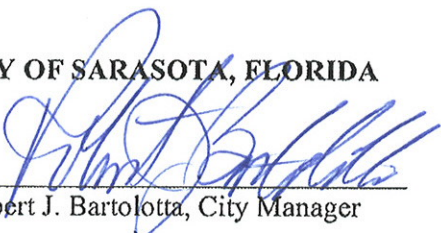
34. Entire Agreement: This Lease Agreement represents the entire agreement between the parties. No other representations, whether oral or otherwise, shall be binding upon the parties and all other agreements or understandings are superseded and cancelled by the execution of this Lease Agreement. This Lease Agreement may be modified, cancelled, renewed or extended only by written agreement of the parties.

IN WITNESS WHEREOF, this Lease Agreement is signed and sealed, in duplicate, by the respective parties hereto.


Dated this 14 day of September, 2011, by the City of Sarasota, Florida.

Dated this 14 day of SEPTEMBER, 2011, by Sarasota Season of Sculpture, Inc.

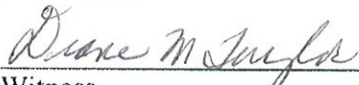
CITY OF SARASOTA, FLORIDA

By:   
Robert J. Bartolotta, City Manager

Witnesses as to execution on behalf  
of the City of Sarasota, Florida

  
Witness

VEDA R. MAHADI  
Print Name


  
Witness

DIANE M. TAYLOR  
Print Name

Witnesses as to execution on behalf of  
Sarasota Season of Sculpture, Inc.

  
Witness

Steven High  
Print Name

  
Witness

M A G [unclear]  
Print Name

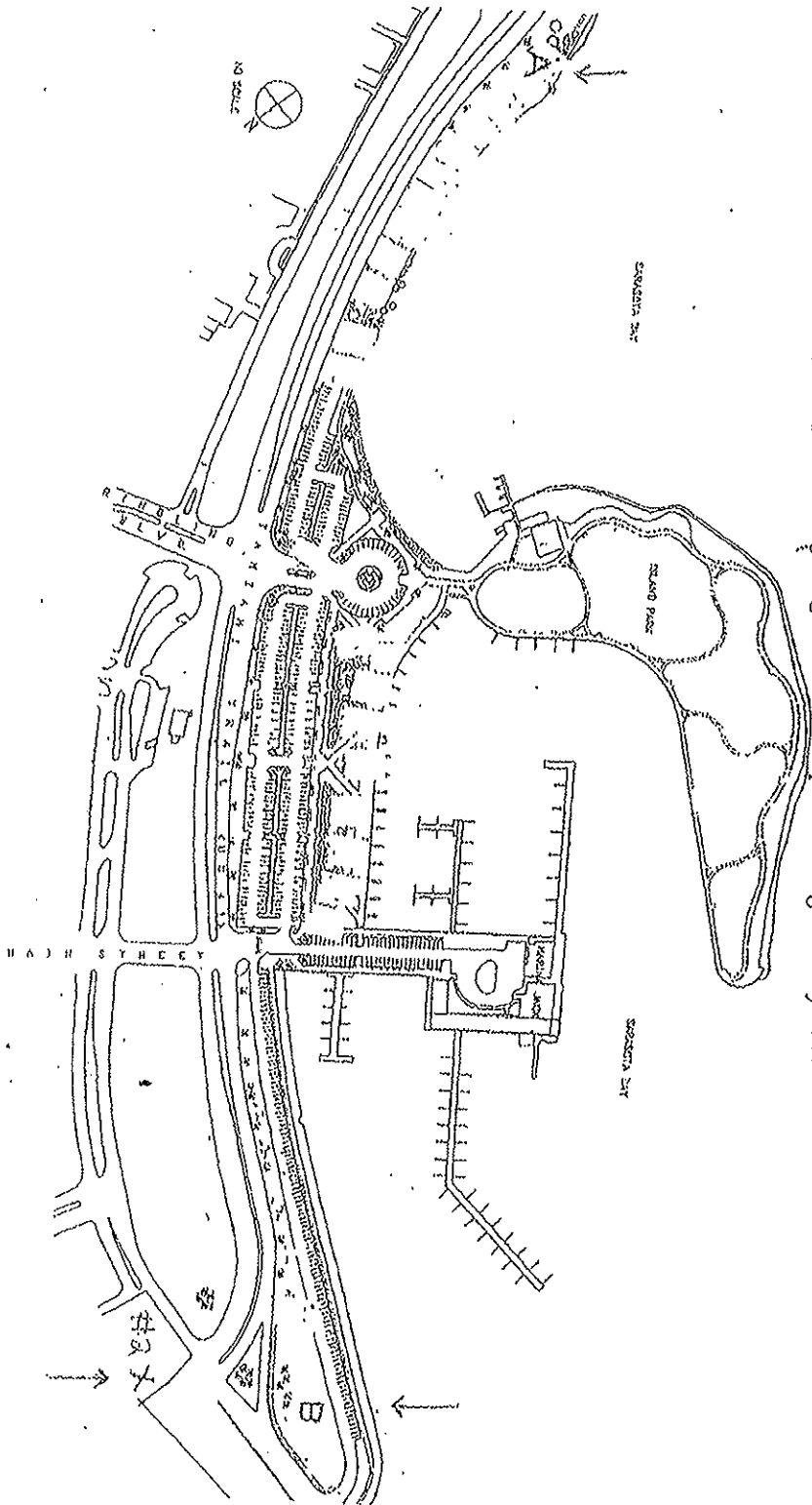
SARASOTA SEASON OF  
SCULPTURE, INC.

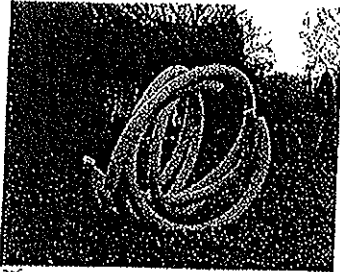
By:   
Susan McLeod, Chairman

"Exhibit A"

Sarasota Season of Sculpture: Season VI

- Sarasota Season of Sculpture will:
1. Install 10 sculptures along the Bayfront from Points A to B
  2. Install 1 sculpture at the intersection of Gulfstream Ave. & US 91 in front of One Sarasota Tower
  3. Construct a new sculpture "pad" for the sculpture listed in #2
  4. Utilize only existing sculpture pads and lighting for the 10 sculptures along the Bayfront





72cm  
1968  
1968



1968  
1968  
1968



1968  
1968  
1968



1968  
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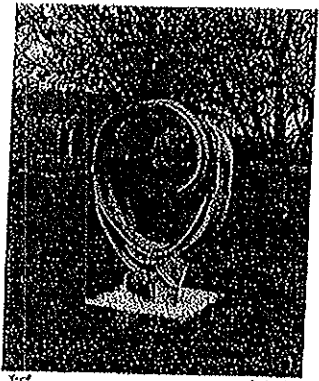
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# EXHIBIT B

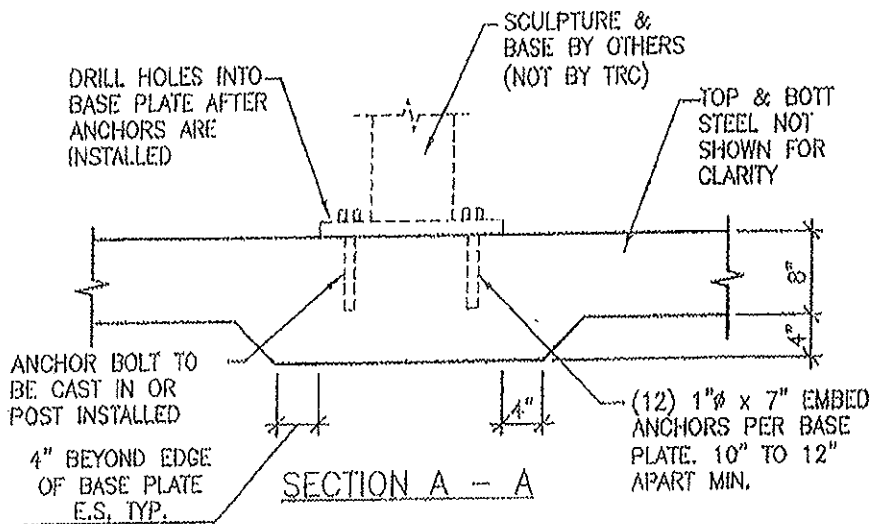
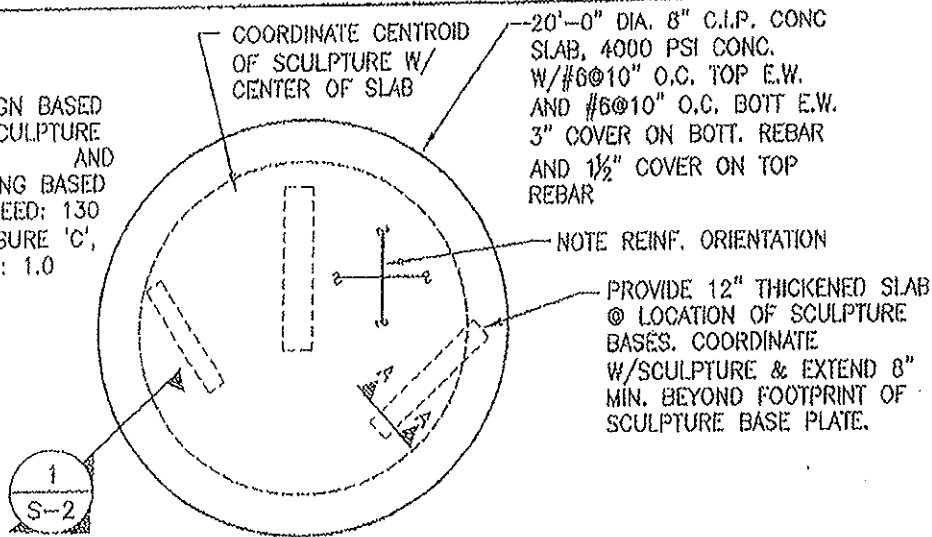
EXHIBIT B



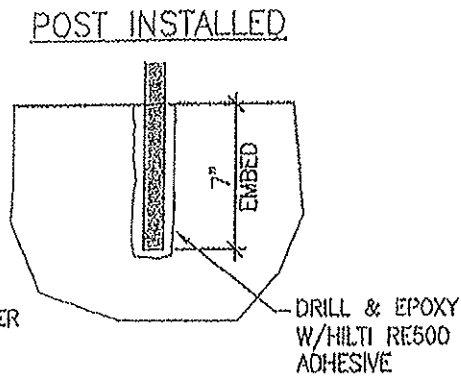
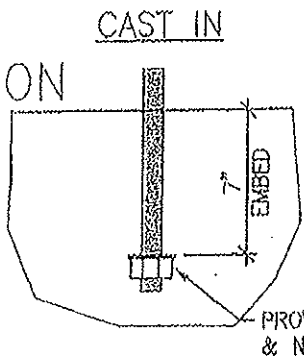
<http://www.govt.com/department/NHIS/Notiob/Public%20Art%20Project/COMP1.PPT18-761%2011.htm>

EXHIBIT B

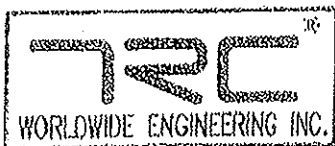
NOTE: DESIGN BASED ON MAX. SCULPTURE WEIGHT OF \_\_\_\_\_ AND WIND LOADING BASED ON FBC SPEED: 130 MPH, EXPOSURE 'C', IMP FACTOR: 1.0



NOT FOR CONSTRUCTION



COMPLEXUS-SCULPTURE-FOUNDATION



2801 Fruitville Road, Suite 200  
SARASOTA, FL 34237  
PHONE: (941) 852-1717  
FAX: (941) 366-7724  
www.trcww.com  
CERTIFICATE OF AUTHORIZATION NO. 27322

DESIGN: JD  
DATE: 03/31/11

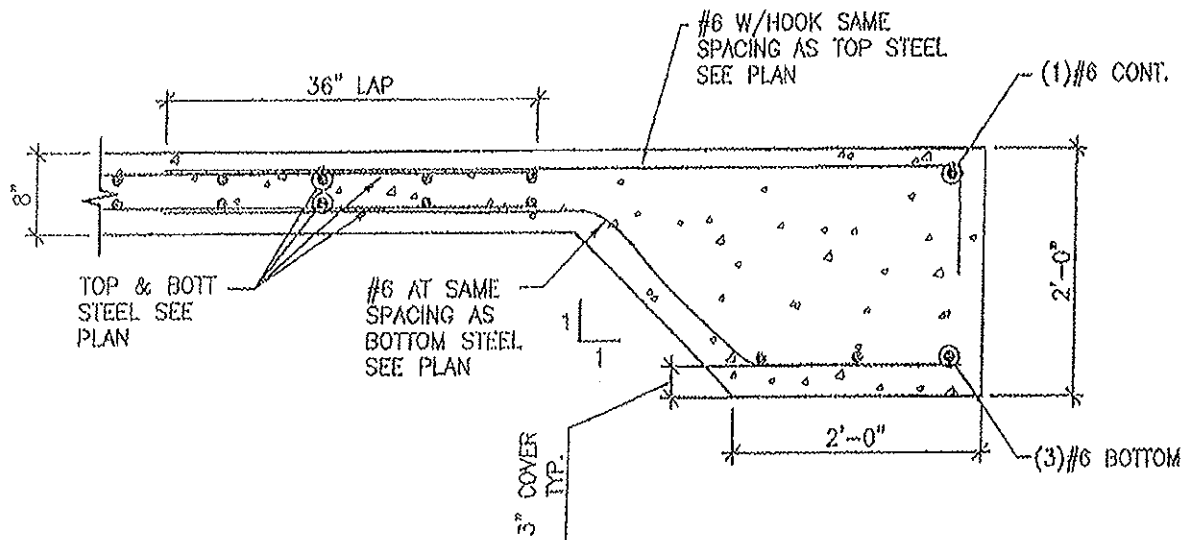
DRAWN: DAB  
JOB NUMBER: 11SAR006

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES.

S-1

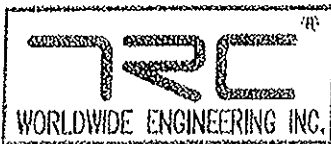
EXHIBIT C

NOT FOR  
CONSTRUCTION



1 SECTION  
S-2 SCALE: 3/4" = 1'-0"

COMPLEXUS-SCULPTURE-FOUNDATION



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SARASOTA, FL 34237  
PHONE: (941) 952-1717  
FAX: (941) 366-7724  
www.trcww.com  
CERTIFICATE OF AUTHORIZATION NO. 27322

DESIGN: JD	DRAWN: DAB
DATE: 03/31/11	JOB NUMBER: 11SAR006

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES.

S-2

EXHIBIT C

FIRST AMENDMENT TO LEASE AGREEMENT

14 THIS FIRST AMENDMENT TO LEASE AGREEMENT made and entered into this 12 day of October, 2011, at Sarasota, Florida, by and between the City of Sarasota, Florida, a municipal corporation, hereinafter referred to as the "CITY," and Sarasota Season of Sculpture, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "TENANT."

WITNESSETH:

WHEREAS, CITY and TENANT entered into a Lease Agreement dated September 14, 2011, hereinafter the Lease Agreement, by which CITY leases to TENANT a portion of real property in the vicinity of Sarasota Bay for exhibition of the Season VI Sarasota Season of Sculpture; and,

WHEREAS, CITY and TENANT desire to enter into this First Amendment so as to expand the time within which TENANT may install the sculptures within the Leasehold; and

WHEREAS, the City Commission, on June 6, 2005, authorized the City Manager to administratively approve and execute the Lease Agreement and Amendments thereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, it is agreed as follows:

1. Section 7, Sculpture Installation, of the Lease Agreement is hereby amended so as to expand the time within which TENANT may install sculptures within the Leasehold. As amended, said Section 7 shall provide as follows:

7. Sculpture Installation: TENANT covenants that sculptures will be installed during the first thirty days of the term of this Lease Agreement. In addition, TENANT covenants to provide CITY advance written notice of the specific date, time, and place at which any sculpture will be installed within the Leasehold or removed from the Leasehold. TENANT shall include in such written notice the precise manner by which installation or removal shall occur, e.g., by use of a crane to be located at a point certain. The specific method of installation or removal of sculptures shall be approved in advance by the City Manager. TENANT covenants that no heavy equipment, vehicles, or the like shall be permitted in or around the Leasehold without the express prior written approval of the City Manager. Consent to the installation or removal techniques in all areas of the Leasehold shall be solely within the discretion of the City Manager and upon such terms and conditions as the City Manager shall, in his sole discretion, deem necessary. Consent may be withheld unless TENANT agrees to all terms and conditions imposed by the City Manager.



2. Except as expressly set forth herein as amendments, all of the terms, covenants and conditions of the Lease Agreement are hereby ratified and confirmed by CITY and TENANT and each, by the execution of this First Amendment to Lease Agreement hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF, this First Amendment to Lease Agreement is signed and sealed, in duplicate, by the respective parties hereto.

Dated this 14 day of Oct, 2011, by the City of Sarasota, Florida.

Dated this 12 day of October, 2011, by Sarasota Season of Sculpture, Inc.

CITY OF SARASOTA, FLORIDA

By: [Signature]  
Robert J. Bartolotta, City Manager

Witnesses as to execution on behalf  
of the City of Sarasota, Florida

[Signature]  
Witness

Darlene Mayes  
Print Name

[Signature]  
Witness

Diane M Taylor  
Print Name

SARASOTA SEASON OF  
SCULPTURE, INC.

By: [Signature]  
Susan McLeod, Chairman

Witnesses as to execution on behalf of  
Sarasota Season of Sculpture, Inc.

L. Susan Fox  
Witness

L. SUSAN FOX  
Print Name

[Signature]  
Witness

JONATHAN FOX  
Print Name

tammy/agreements/seasonsculpture-1amend-2011-10/11/11

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT made and entered into this 8 day of June, 2012, at Sarasota, Florida, by and between the City of Sarasota, Florida, a municipal corporation, hereinafter referred to as the "CITY," and Sarasota Season of Sculpture, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "TENANT."

WITNESSETH:

WHEREAS, CITY and TENANT entered into a Lease Agreement dated September 14, 2011, as well as a First Amendment thereto dated October 14, 2011, hereinafter collectively referred to as the Lease Agreement, by which CITY leases to TENANT a portion of real property in the vicinity of Sarasota Bay for exhibition of the Season VI Sarasota Season of Sculpture; and,

WHEREAS, CITY and TENANT desire to enter into this Second Amendment so as to temporarily extend the term of the Lease Agreement and set forth necessary covenants to facilitate negotiation between the parties of a potential purchase by TENANT of one of the sculptures and donation of same to CITY; and

WHEREAS, the City Commission, on June 6, 2005, authorized the City Manager to administratively approve and execute the Lease Agreement and Amendments thereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, it is agreed as follows:

1. Section 1, Definitions, Subsection B, "Leasehold", of the Lease Agreement is hereby amended so as to reduce the size of the Leasehold during the term of this First Amendment. As amended, said Section 1 B shall provide as follows:

1. Definitions: The following terms shall have the meanings herein ascribed to them.

\* \* \*

B. "Leasehold" shall mean that certain area of real property owned by CITY adjacent to Sarasota Bay and marked as space "#2X" on the sketch attached hereto and incorporated by reference herein as Exhibit A. The Leasehold shall include only the area designated for sculptures as location No. 2, as shown on Exhibit A.

2. Section 3, Term, of the Lease Agreement is hereby amended so as to temporarily extend the term of the Lease Agreement. As amended, said Section 3 shall provide as follows:

3. Term: The term of this Lease Agreement commenced on October 15, 2011. The term of this Second Amendment shall commence on June 8, 2012 and shall terminate at 11:59 p.m. on July 11, 2012. TENANT shall have no options to renew this Lease Agreement. This Lease Agreement may be renewed for future terms at the sole discretion of CITY.

3. Section 4, Use of Leasehold, of the Lease Agreement is hereby amended so as to allow only one sculpture during the term of this Second Amendment. As amended, said Section 4 shall provide as follows:

4. Use of Leasehold: TENANT covenants to occupy the Leasehold solely for the purpose of promoting the Sarasota Season of Sculpture. During the term of this Second Amendment, the Sarasota Season of Sculpture shall be an art show exhibiting one (1) sculpture (i.e. Complexius) within the Leasehold at the location depicted in Exhibit A as location No. 2 at the intersection of Gulf Stream Avenue and U.S. 41. No additional sculptures shall be permitted within the Leasehold unless authorized by a written amendment to this Lease Agreement. Upon request, TENANT covenants to provide the City Manager a photocopy of the contract entered into between TENANT and the organization providing such exhibit to TENANT. TENANT shall be permitted to offer the exhibited sculpture for sale. If in the sole discretion of the City Manager, the sculpture falls into disrepair or becomes a hazard to the public, TENANT shall cause the sculpture to be removed from the Leasehold within 24 hours of receiving said notice from the City Manager. The City Manager shall have the right to inquire,

from time to time, into the conduct of the operations, activities, and services of the TENANT in order to insure that the services being provided by TENANT are in conformity with the purposes and intent of this Lease Agreement.

4. Section 5, Rental Amount, of the Lease Agreement is hereby amended so as to relieve TENANT from the responsibility to pay CITY a rental amount for Complexus in the event that TENANT donates Complexus to CITY. As amended, said Section 5 shall provide as follows:

5. Rental Amount: The Art Show which will be produced by TENANT on the Leasehold will involve a traveling exhibition. Accordingly, TENANT covenants to pay CITY, as the rental amount hereunder, one-third (33-1/3%) of any commission received by TENANT, directly or indirectly, from the sale of any sculpture displayed on the Leasehold. The rental amount shall be payable by TENANT to CITY within thirty (30) days of TENANT's receipt of the commission. In the event that TENANT donates to CITY the sculpture known as Complexus, TENANT shall not be required to pay CITY any rental amount for Complexus. TENANT shall provide CITY a comprehensive financial review of all proceeds and expenses related to the Sarasota Season of Sculpture prepared by a certified public accountant firm. The financial review shall be provided to CITY within thirty (30) days of conclusion of the Sarasota Season of Sculpture and shall include all expenditures and revenues for the Sarasota Season of Sculpture. In the event CITY determines that the comprehensive financial review supports payment of additional rental amount, TENANT covenants to pay the additional rental amount, plus statutory interest, within thirty (30) days of receipt of an invoice from CITY. The faithful performance by TENANT of the terms,

conditions, and covenants contained herein shall be deemed to be valuable additional consideration for the grant of this Lease.

5. Section 13, Signs, of the Lease Agreement is hereby amended so as to prohibit any signage within the reduced Leasehold area. The Lease Agreement is hereby amended by the deletion of said Section 13.

6. Except as expressly set forth herein as amendments, all of the terms, covenants and conditions of the Lease Agreement are hereby ratified and confirmed by CITY and TENANT and each, by the execution of this Second Amendment to Lease Agreement hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF, this Second Amendment to Lease Agreement is signed and sealed, in duplicate, by the respective parties hereto.

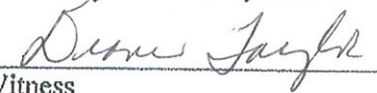
Dated this 5 day of JUNE, 2012, by the City of Sarasota, Florida:

Dated this 5 day of June, 2012, by Sarasota Season of Sculpture, Inc.

CITY OF SARASOTA, FLORIDA

By:   
Terry Lewis, Acting City Manager

Witnesses as to execution on behalf  
of the City of Sarasota, Florida

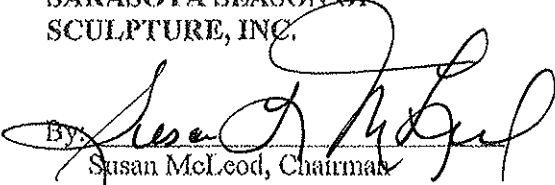
  
Witness

DIANE TAYLOR  
Print Name

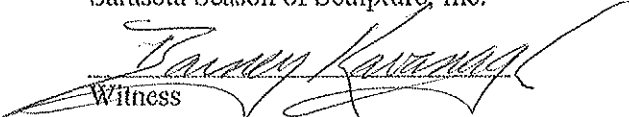
  
Witness

MARLON BROWN  
Print Name

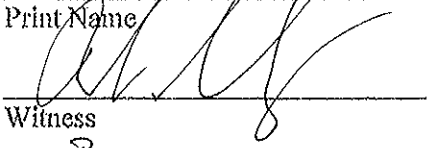
SARASOTA SEASON OF  
SCULPTURE, INC.

By:   
Susan McLeod, Chairman

Witnesses as to execution on behalf of  
Sarasota Season of Sculpture, Inc.

  
Witness

BARNEY KAVANAGH  
Print Name

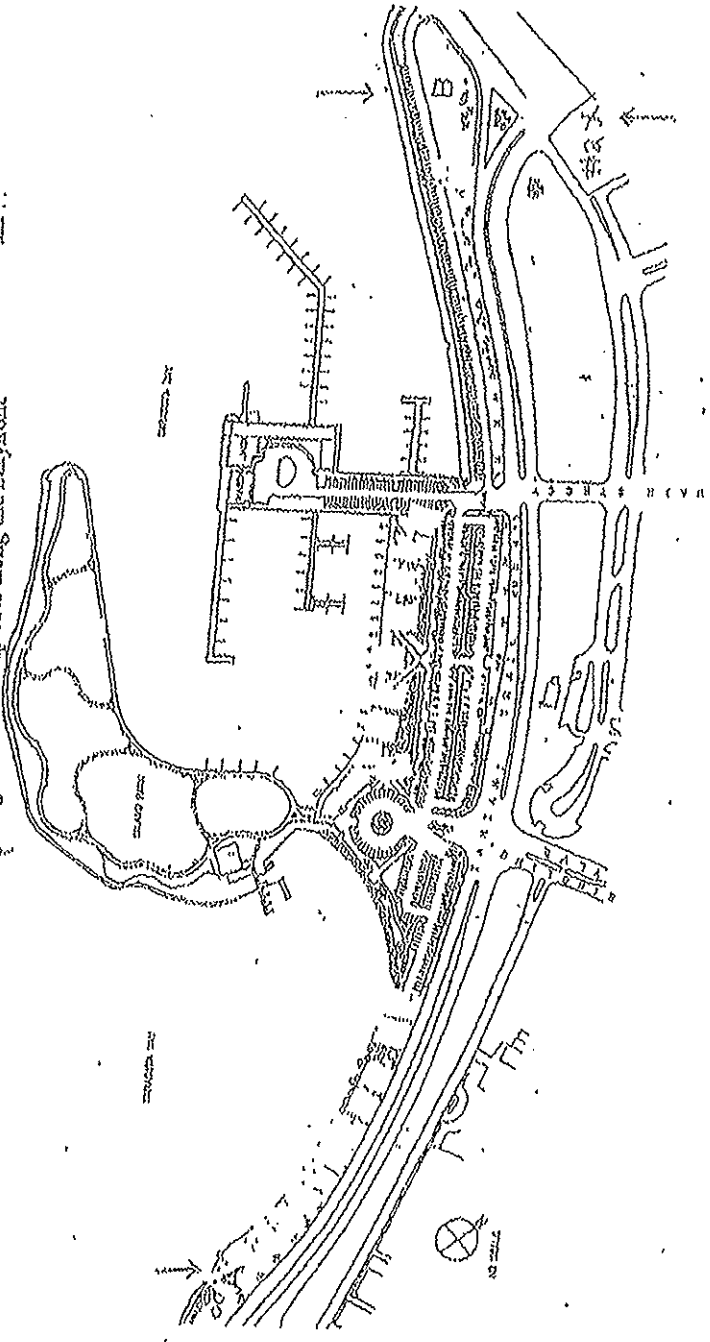
  
Witness

ROB SCHANLEY  
Print Name

Sarasota Season of Sculpture Season VI

Sarasota Season of Sculpture will:

1. Install 10 sculptures along the Bayfront from Points A to B
2. Install 1 sculpture at the intersection of Gulfstream Ave. & US 91 in front of One Sarasota Tower
3. Construct a new sculpture "pad" for the sculpture listed in #2
4. Utilize only existing sculpture pads and begining for the 10 sculptures along the Bayfront



"Exhibit A"