

## Encyclopedia

### Building Permits

If your project is a very large unique object-of-art on private or public property there is a chance you may need to obtain a Building Permit. The Department of Planning and Development (DPD) Applicant Services Center<sup>1</sup> can help you determine if you will need to apply for a permit.

If you find will need to apply, your application materials will first need to be screened before you are able to schedule an intake appointment. Screening is available on a walk-in basis during regular Applicant Services Center business hours.

The time and fees involved in obtaining a permit vary depending on the complexity of the project.

### Contacts

- 1. Applicant Services Center**  
Department of Planning and Development, City of Seattle  
<http://www.seattle.gov/dclu/asc/>  
700 Fifth Avenue, Suite 2000  
P.O. Box 34019  
Seattle, WA 98124-4019  
(206) 684-8850

### Web sites

- 2. Overview of Applicant Service Center**  
[http://www.ci.seattle.wa.us/dpd/Permits/DPD\\_001177.asp](http://www.ci.seattle.wa.us/dpd/Permits/DPD_001177.asp)  
Includes information about the permitting process.
- 3. Client Assistance Memos**  
<http://www.seattle.gov/dclu/camlist/camlist.asp>  
A list of memos including information related to the building code.

## Encyclopedia

### Contracts with Artists

Contracts with artists come in many forms, but all contracts serve the general purpose of outlining the rights, responsibilities, and obligations of the signatories with respect to the services and products being purchased from the artist. The contract is the vehicle by which all the parties maximize any agreements pertaining to the artwork and minimize any potential misunderstandings.

A contract with an artist specifies what one is purchasing (whether services or an artwork), establishes a time frame for the completion of the work, and states what the artist's compensation will be. A contract with the artist should also spell out the life span and maintenance expectations for the artwork, and address any and all legal requirements in regard to copyright issues and the Visual Artists Rights Act (VARA)<sup>4</sup> (see end of document.)

Adhering to boilerplate text may be convenient, but it is also helpful to be flexible in drafting a contract with an artist, and to accept that writing a contract is an evolving process. Sometimes conditions require that a standard contract be amended, and sometimes artists ask to negotiate aspects of their contracts. The Office of Arts & Cultural Affairs, in its contracts with artists, uses the City of Seattle's standard boilerplate for consultants and contractors but adapts the boilerplate text to reflect the business of art.

It is recommended that you seek professional legal advice before creating a contract with an artist.

### Related Articles

1. **Working with the Artist** (Page 25)  
Writing a contract and working with the artist through the installation of the artwork.
2. **Outline of Contracts with Artists** (Page 105)  
An outline of the various sections typically included in contracts established between artists and the Office of Arts & Cultural Affairs.
3. **Office of Arts & Cultural Affairs** (Page 128)  
Free advice and fee-based consultation on the development and implementation of neighborhood-funded public art projects. Fee-based consultation involves activities such as hiring a consultant to run the artist selection process. Public art walking tour maps can be downloaded from the Web site.

### Web sites

4. **Visual Artists Rights Act (VARA)**  
<http://www.copyright.gov/title17/92chap1.html#106>  
Copyright law of the United States of America and Related Laws Contained in Title 17 of the United States Code. Select Section 106A for a description of the VARA.
5. **Sample Contracts**  
[http://www.sanjoseculture.org/pub\\_art/documents.htm](http://www.sanjoseculture.org/pub_art/documents.htm)  
The San Jose, CA Office of Cultural Affairs' Web site contains two sample contracts: a design contract and a fabrication contract. See "Sample Contracts" under the "Artist Information" column.

## Encyclopedia

### Department of Planning and Development Design Review

Department of Planning and Development (DPD) Design Review<sup>1</sup> provides a forum for citizens and developers to work together to achieve a better urban environment through attention given to design principles. Design review is intended to affect how new development can contribute positively to Seattle's neighborhoods. Design guidelines offer a flexible tool—an alternative to prescriptive zoning requirements—which will allow new development to respond better to the distinctive character of its surroundings.

Design review uses citywide, downtown and neighborhood-specific guidelines. DPD will conduct a review of public art projects when Land Use Review Services, as part of the Land Use Permit<sup>2</sup> review process, requests a review of a unique object of art project developed in conjunction with a private developer.

DPD design guidelines can also provide a sponsoring group with specific public art ideas, direction, and parameters, especially for projects in neighborhoods with their own design guidelines. Nine neighborhoods (Admiral, Ballard, Green Lake, Northgate, Pike/Pine, Roosevelt, South Lake Union, University, and West Seattle) have developed their own design guidelines that augment the citywide design guidelines. Belltown, Greenwood/Phinney, and Wallingford have proposed design guidelines (as of 2004). See DPD Design Review Guidelines<sup>3</sup> for more information.

### Contacts

- 1. Design Review Program, City Design**  
Department of Planning and Development (DPD), City of Seattle  
[http://seattle.gov/dpd/design\\_coordination/](http://seattle.gov/dpd/design_coordination/)  
700 Fifth Avenue, Suite 2000  
PO Box 34019  
Seattle, WA 98124-4019  
684-0435

### Related Articles

- 2. Land Use Permit (Page 90)**  
This permit may be required if your project is a unique object of art developed in conjunction with a private developer. Groups planning to convert private property into a landscaping/garden project may also need to obtain the permit.

### Web sites

- 3. Design Review Guidelines**  
[http://www.seattle.gov/dclu/Publications/Design\\_Review\\_Guidelines/default.htm#Citywide](http://www.seattle.gov/dclu/Publications/Design_Review_Guidelines/default.htm#Citywide)  
Detailed information about citywide, downtown and neighborhood-specific guidelines.

## Encyclopedia

### Fire Permit

If there is a chance that a public artwork will obstruct an egress way or a visible alarm system, contact the Seattle Fire Department<sup>1</sup> to see if you will need a fire permit. A Special Events Permit<sup>2</sup> may be issued if the obstruction of the egress way or visible alarm system will be temporary. The base fee for a Special Events Permit is \$88 (in 2004). Contact the Fire Department with your plans and layout at least two weeks prior to installation of the artwork. You may apply in-person or call to request an application.

If there is a chance that a public artwork will **permanently** obstruct an egress way or a visible alarm system, the Seattle Fire Department may refer your project to the Department of Planning and Development (DPD) for a permit. The Department will need to review your plans to make a decision about granting a permit. The permanent obstruction of an egress way or visible alarm system is generally discouraged by DPD.

### Contacts

#### 1. Permit Section

Seattle Fire Department  
<http://www.seattle.gov/fire/FMO/fmo.htm>  
220 3rd Avenue South  
Seattle, WA 98104-2608  
(206) 386-1025

### Web sites

#### 2. Special Events

<http://www.seattle.gov/fire/FMO/specialEvents/SEHome.htm>  
The Special Events Section issues temporary permits.

#### 3. Permit Fees

<http://www2.seattle.gov/fire/FMO/permits/permitSearch/SearchbyAllPermit.asp>  
Listing of fees for fire permits and inspections.

## Encyclopedia

### Historic Preservation Program

The Historic Preservation Program<sup>1</sup> is responsible for the designation and protection of more than 230 historic structures, sites, objects, and vessels, as well as seven historic districts scattered throughout Seattle.

#### **Primary objectives of the Historic Preservation Program:**

- Encourage the rehabilitation and reuse of historic properties for public and private use.
- Promote the recognition, protection and enhancement of landmark buildings, objects and sites of historic, architectural and cultural significance in Seattle.
- Identify, protect, preserve and perpetuate the cultural, economic, historical and architectural qualities of historic landmarks and districts throughout the City.

Contact the Historic Preservation Program if there is a possibility that a proposed public art project is located on (or has the potential to impact) an historic landmark. Seattle has designated more than 230 landmarks, listed in City of Seattle Landmark<sup>3</sup>.

Seattle also has established seven historic districts<sup>4</sup>. Public art projects that impact an historic district must apply for a Certificate of Approval. The process of applying varies depending upon the district. Information about each historic district and instructions for applying can be found through the external links at the bottom of the page.

Protection of individual landmarks and properties located within landmark districts is provided by a design review of planned modifications to the exterior, and in some cases, the interiors, of buildings. Changes to the public right-of-way also require a review, as do changes to designated landscapes.

### Contacts

#### **1. Historic Preservation Program**

Department of Neighborhoods, City of Seattle  
<http://www.seattle.gov/neighborhoods/preservation/>  
700 Fifth Avenue, Suite 1700  
PO Box 94649  
Seattle, WA 98124-4649  
(206) 684-0228

### Web sites

#### **2. Frequently asked questions**

<http://www.seattle.gov/neighborhoods/preservation/faqs.htm>  
Answers to the most frequently asked questions about the Historic Preservation Program.

#### **3. City of Seattle Landmarks**

[http://www.seattle.gov/neighborhoods/preservation/landmarks\\_listing.htm](http://www.seattle.gov/neighborhoods/preservation/landmarks_listing.htm)  
Listing of landmarks and the designation process.

#### **4. City of Seattle Historic Districts**

[http://www.seattle.gov/neighborhoods/preservation/historic\\_districts.htm](http://www.seattle.gov/neighborhoods/preservation/historic_districts.htm)  
Seattle has established seven historic districts.

#### **5. Ballard Avenue Historic District**

<http://www.seattle.gov/neighborhoods/preservation/ballardavenue.htm>

6. **Columbia City Landmark District**  
<http://www.seattle.gov/neighborhoods/preservation/columbiacity.htm>
7. **Fort Lawton Landmark District**  
<http://www.seattle.gov/neighborhoods/preservation/fortlawton.htm>
8. **Harvard Belmont Landmark District**  
<http://www.seattle.gov/neighborhoods/preservation/harvardbelmont.htm>
9. **International Special Review District**  
<http://www.seattle.gov/neighborhoods/preservation/id.htm>
10. **Pike Place Market Historical District**  
<http://www.seattle.gov/neighborhoods/preservation/pikeplace.htm>
11. **Pioneer Square Preservation District**  
<http://www.seattle.gov/neighborhoods/preservation/pioneersquare.htm>

## Encyclopedia

### Land Use Permits

Department of Planning and Development (DPD) oversees the City of Seattle's Land Use Code, also known as the zoning code. This code contains the rules that govern what uses can be located on private property and also controls the bulk and scale of buildings. Generally, code requirements are related to impacts that may result from development. DPD is responsible for enforcing land use regulations and assessing practical and legal considerations for development.

If your project is a unique object of art developed in conjunction with a private developer, you will need to obtain a Land Use Permit. Groups planning to create a landscaping/garden project with artwork elements on private property may also need to obtain a Land Use Permit.

The first step to applying for a Land Use Permit is to learn the specific submittal requirements for your project. You might be able to get this information from DPD via an online land use question and answer service. More complex projects may require an in-person visit with a Land Use Planner in the DPD Applicant Services Center.

Prior to bringing in your application and plans you should make an appointment by calling or visiting the Applicant Services Center<sup>1</sup>.

For all applications involving earth disturbance (except lot boundary adjustments and unit lot subdivisions) you must complete an initial Address/Records Worksheet and a Pre-Application Site Visit Request Form **prior** to making an appointment to bring in your application. To process your completed forms, sign up to see a Permit Technician or mail the forms in. For more specific information please see the links to external sites at the bottom of this page.

Fees will be collected at the time of application and are based on application type and other varying factors.

### Contacts

- 1. Land Use Review Service**  
Department of Planning and Development, City of Seattle  
**<http://www.seattle.gov/dclu/ASC/location.htm>**  
700 Fifth Avenue, Suite 2000  
P.O. Box 34019  
Seattle, WA 98124-4019  
(206) 684-8850

### Web sites

- 2. Applying for a Land Use Permit**  
**<http://www.seattle.gov/dclu/landuse/Applying.asp>**  
Specific information about applying for a permit. This permit may be required if your project is a unique object of art developed in conjunction with a private developer. Groups planning to convert private property into a landscaping/garden project may also need to obtain the permit.
- 3. Online Land Use Q & A Service**  
**<http://www.seattle.gov/dclu/research/QNA/QForm.asp>**  
Submit questions about submittal requirements for your project.

4. **Land Use Permit Submittal Requirements (Adobe PDF)**  
**<http://www.ci.seattle.wa.us/DCLU/publications/Forms/Checklists/Index%2011%20LU%20Permit%20Submittal%20Reqmts%20Checklist%207-29-04.pdf>**  
A checklist that identifies items which will likely be needed to review your Land Use Permit proposal.
  
5. **Client Assistance Memos**  
**<http://www.seattle.gov/dclu/camlist/camlist.asp>**  
A list of memos including information related to the land use code.

## Encyclopedia

### Maintenance Recommendations for Materials

Today's public sculpture or other artwork will become tomorrow's cultural heritage. When well maintained, public art can become a focal point that will help create a sense of community. As such, public artwork needs to be created in a fashion that will ensure its durability and ease of maintenance. The design process should involve consultations with conservators and engineers and/or fabrication specialists, and the budget should include long term costs to maintain the artwork's original appearance and structural integrity.

The materials used for public art today range from traditional bronze, stone, and wood to more ephemeral materials such as plastics, plants or electronic equipment. As time passes, the various materials interact with each other and their environment leading to inevitable deterioration. Furthermore, the public artwork can be exposed to vandalism in the form of graffiti or maiming; accidentally caused damage; and wear and tear due to environmental exposure to water, pollution, extreme temperatures and sunlight.

Following is a list of maintenance recommendations for various materials often used for public artworks. However, this is not an exhaustive list, and each artist will need to do his or her own research and consult with various specialists, conservators or other artists familiar with the field. The artist will need to incorporate maintenance considerations into the design of the artwork and will also need to be aware of the effects of the interaction of materials. He /she will need to provide diagrams with details about installation; names of fabricators and details about the fabrication process.

#### **Bronze and Zinc**

Corrosion is the main agent of deterioration. Maintenance requirements include yearly cleaning with water and a neutral detergent, followed by a rinse. Maintenance every five years requires low-pressure washing; solvent cleaning; corrosion removal (use soft abrasive pads, brushes) and a new application of protective coating.

#### **Ferrous Metals**

A moisture barrier and good drainage is essential. Corrosion is the main agent of deterioration. Maintenance requirements include regular graffiti removal and a yearly cleaning using water and a neutral detergent, followed by a thorough rinse or low-pressure washing. A periodic removal of active rust and reapplication of coating materials is needed, and when / if necessary, major conservation is undertaken involving active rust removal or conversion into a stable corrosion product (specifically for Corten steel) and repair or stabilization.

#### **Aluminum**

To slow down the corrosion process, aluminum can be anodized and sealed as a final step in fabrication. Left uncoated, aluminum will develop a thin gray oxide on its surface. Maintenance requirements include regular yearly cleaning using soft brushes with water and neutral detergent, followed by a rinse; periodic soft abrasive cleaning and possible coating.

Stone, cast stone, concrete and ceramics

It is essential to ensure proper moisture isolation, as well as good drainage, and to keep mortar in joints sound. Physical deterioration is usually caused by water penetration and the formation of salt crystals under the surface or by the expansion of water during freezing weather. Algae and lichens are also agents of deterioration.

Maintenance requirements include regular graffiti removal and regular washing with water and a neutral detergent. Every five years, the following maintenance is required:

- Low pressure power washing (on stable stone surface, cast stone and concrete only)
- Mortar upkeep and small fills and monitoring of moisture barriers followed by possible stabilization of spalling stone.
- Reapplication of graffiti prevention coating (ceramics not included); glaze repairs and stabilization on ceramics.

### **Wood**

A moisture barrier and good drainage are essential. Protection from sun and rain are recommended. Biological attacks are also agents of deterioration. Maintenance requirements include regular graffiti removal; periodic gentle cleaning using mineral spirits (for unpainted wood only); careful brushing with soft natural bristle brushes to dislodge dirt; and debris and reapplication of wood preservative coating and water repellent. Major conservation involving wood repair and possible treatment with insecticide or fungicide is undertaken when needed.

### **Mixed media**

Maintenance procedures vary depending on the materials. Basic cleaning still applies. Avoid letting two different metals come into contact, as this will cause rapid galvanic corrosion. Beware the juxtaposition of organic and inorganic materials as the expansion and contraction of the organic materials in contact with inflexible inorganic material will cause the organic material to crack. Metal corrosion products will cause the staining of stone, concrete or ceramic.

### **Plastics**

This material is often not recommended for outdoor artwork, as it will deteriorate rapidly due to exposure to sun and rain.

### **Electronic equipment**

This is not recommended for outdoor artwork unless thoroughly protected from vandalism and outdoor elements.

### **Fountains**

These objects entail very intensive and expensive maintenance costs. Maintenance requirements include regular cleaning and monitoring of the water (chlorine should not be used as it will accelerate the corrosion of metals); periodic coating/waterproofing of the sculptural elements and caulking upkeep.

### **Related Articles**

1. **Mural Surface Preparation** (Page 94)  
Advice on selection of paints and maintenance for murals.
2. **Potential Maintenance Problems for Materials** (Page 114)  
A listing of potential maintenance problems for various materials used in public art.

### **Web sites**

3. **Arts Resource Network - Conservation and Preservation Resources**  
[http://www.artsresourcenetwork.org/public\\_art/other\\_resources/general\\_resources/conservation\\_preservation.asp](http://www.artsresourcenetwork.org/public_art/other_resources/general_resources/conservation_preservation.asp)  
Listing of resources. From Office of Arts & Cultural Affairs.

## Encyclopedia

### Mural Surface Preparation

The following information was provided by Seattle Public Utilities.

Please note: the method used to clean/prepare for murals painted on Seattle Department of Transportation (SDOT) bridges, retaining walls and other roadway structures must be approved by SDOT's Roadway Structures Section<sup>1</sup>.

One-hundred-percent acrylic paint is always used to avoid the hazards involved with oil paint, its fumes, and problems with cleanup and disposal.

#### **Wood**

Parker First Coat 450—2 mils.—alkyd  
(for best results)

Finish in latex 10 percent acrylic

#### **Concrete, masonry, brick, wood**

Parker-Flex Prime 233—1.6 mils.—latex  
(100 percent acrylic)

Easy to apply, easy cleanup

Re-coat in four hours

Finish in latex 100 percent acrylic

#### **All surfaces to be primed, old or new, must be:**

- Sound
- Clean
- Dry

Free of any contamination that can affect the paint film (dust, sawdust, dirt, efflorescence, oils, chalk, mildew, blistering or peeling paint, organic matter)

#### **Remove surface contaminants by one of these or any other allowable means:**

- Wire brushing
- Scraping
- Pressure washing
- Acid etching
- Sand blasting

New wood, concrete, and masonry substrates should have a moisture content not exceeding 15 percent as determined by moisture meter.

If high-pressure water cleaning is used to remove flaking or peeling paint, it should be allowed to dry for one week in good weather.

Clean and fill all cracks and voids.

### **Remove molds and mildew in this way:**

- Wash with a non-phosphate detergent.
- Let stand for 15 to 20 minutes.
- Rinse thoroughly with fresh water.
- Wear protective clothing and eye shields while using solution.
- Wash down and cover shrubbery and plants.

### **Surface Preparation for Murals on Previously Painted Surfaces**

- Wash wall with water and mild detergent; remove all mildew and moss. (Note: don't saturate the wall with water; clean the surface with a sponge, rinse with clean water, and dry with a rag.)
- Scrape off any loose material.
- Spot prime any exposed areas first.
- If high pressure wash is used for cleaning, let the structure dry for one week in good weather before priming and painting.

### **Temperature and Humidity**

Temperature and humidity affect the drying, appearance, and durability of a paint coating. The best temperature range is 50 to 90 degrees Fahrenheit/10 to 32 degrees Centigrade. Do not apply a paint coating:

- During rain.
- In damp or foggy weather.
- In freezing weather.
- To a hot surface.
- In direct sunlight.

### **Drying Time**

- First primer coat: two hours.
- Second primer coat: four hours.
- Mural coat: twenty four hours.

### **Contacts**

#### **1. Mural located on a bridge, retaining wall or other roadway structure**

Seattle Department of Transportation, City of Seattle  
David Chew, [dave.chew@seattle.gov](mailto:dave.chew@seattle.gov)  
Structures Maintenance & Operations Manager  
700 Fifth Avenue, Suite 3900  
PO Box 34996  
Seattle, WA 98124-4996  
(206) 684-8325

City of Seattle contact for a mural located on a bridge, retaining wall owned by Seattle Department of Transportation (SDOT) or other roadway structure.

### **Related Articles**

#### **2. Murals (Page 55)**

Important issues to consider when creating a mural project.

## Web sites

### 3. Graffiti Prevention & Removal

[http://www.seattle.gov/util/Services/Garbage/Reduce\\_Garbage\\_&\\_Litter/Graffiti\\_Prevention\\_&\\_Removal/](http://www.seattle.gov/util/Services/Garbage/Reduce_Garbage_&_Litter/Graffiti_Prevention_&_Removal/)  
Seattle Public Utilities' program to prevent and remove graffiti is a good resource for advice to community groups who are developing a public artwork.

## Encyclopedia

### Neighborhood Matching Fund

The Neighborhood Matching Fund <sup>1</sup> of the City of Seattle Department of Neighborhoods supports local, grassroots action within neighborhoods. The fund creates a partnership that matches the resources and creativity of citizens with the assets of City government. The program gives cash to match community contributions of volunteer labor, professional services, materials, or cash in support of neighborhood-based self-help projects. In addition to addressing a specific need or opportunity, a Neighborhood Matching Fund project should also *build community*, i.e. encourage and support stronger relationships between neighborhood / community members, as well as a sense of being connected or feeling a part of the community.

Many different types of public art projects are funded via the Neighborhood Matching Fund. For example, neighbors have painted many unique murals, installed art projects with tiles made by neighbors of all ages, created artist-designed neighborhood-wide banner displays, commissioned distinctive neighborhood sculptures, and created unique neighborhood gateway art.

#### **There are four types of funds:**

##### **Small and Simple Projects Fund <sup>3</sup>**

This fund is for projects requesting up to \$15,000 that can be completed in within six months. Every City dollar requested must be matched with a neighborhood contribution of volunteer labor, donated professional services, materials, or cash. There are four application deadlines each year. Staff members are available to help applicants work on developing proposals. They will also help applicants connect with other City departments or agencies that may be involved with the project.

##### **Large Projects Fund <sup>4</sup>**

This Fund is for projects requesting more than \$15,000 and up to \$100,000 that can be completed in one year. Every City dollar requested must be matched with a neighborhood contribution of volunteer labor, donated professional services, materials or cash. An application to the Large Projects Fund must be preceded by a Letter of Intent. The letter triggers site visits and staff assistance from the Department of Neighborhoods and related departments or agencies. Letters of Intent to apply and applications are accepted once a year.

##### **Neighborhood Outreach <sup>5</sup>**

A one-time award of up to \$750 for membership expansion or leadership development is available to neighborhood organizations with annual operating budgets under \$20,000. The application is in the form of a request letter. Requests are accepted anytime.

##### **Small Sparks <sup>5</sup>**

Any individual with an idea for "sparking" involvement in their neighborhood can be considered for an award of up to \$250. By contacting Department of Neighborhoods staff, an individual will be connected with a neighborhood Small Sparks coach who will help develop the project idea and send out the application form. Applications are accepted at any time; there are no deadlines.

##### **Tree Fund <sup>6</sup>**

Neighbors can request 10 to 40 trees for their projects, selecting from a list of varieties determined by the City Arborist. Before deliveries are made, participants must attend a training session provided by the City. Trees are delivered in the fall to a requested spot near the planting site. To match the City's contribution of free trees, neighbors must organize the planting effort, provide necessary tools, and be responsible for watering and maintaining their trees.

## Contacts

### 1. Neighborhood Matching Fund

Department of Neighborhoods, City of Seattle (Page 123)

<http://www.seattle.gov/neighborhoods/nmf/>

700 Fifth Avenue, Suite 1700

PO Box 94649

Seattle, WA 98124-4649

(206) 684-0464

Makes awards to Seattle neighborhood community groups and organizations for a broad array of neighborhood-initiated improvement, organizing or planning projects.

## Related articles

### 2. Step-by-Step (Page 4)

A description of ten steps needed to complete a neighborhood public art project.

## Web sites

### 3. Small and Simple Project Fund

<http://www.seattle.gov/neighborhoods/nmf/smallandsimple.htm>

A fund for small projects requesting under \$15,000.

### 4. Large Projects Fund

<http://www.seattle.gov/neighborhoods/nmf/largeproject.htm>

Offers awards for projects requesting more than \$15,000 and up to \$100,000.

### 5. Outreach and Small Sparks Fund

<http://www.seattle.gov/neighborhoods/nmf/smallsparks.htm>

Outreach Fund grants established neighborhood organizations one-time awards of up to \$750 for membership expansion or leadership development projects. Small Sparks Fund gives awards up to \$250 for ideas that “spark” involvement in a neighborhood.

### 6. Tree Fund

<http://www.seattle.gov/neighborhoods/nmf/treefund.htm>

Provides trees to neighborhood groups to enhance Seattle's urban forest.

### 7. Matching Fund Projects Database

<http://www.seattle.gov/neighborhoods/nmf/database/>

Search for Neighborhood Matching Fund projects back to 1998.

### 8. Catalog of Publications

<http://www.seattle.gov/neighborhoods/pubs/>

Six *Help Yourself!* booklets feature projects that have been done using the Neighborhood Matching Fund. Each booklet profiles several projects, describing what they did and how. The booklets also list resources to help you conceive, plan, organize, fund and otherwise implement neighborhood self-help projects. These publications are available on-line.

## Encyclopedia Object Catalog Sheet

The Office of Arts & Cultural Affairs requires that artists complete an Object Catalog Sheet and return it after their public artworks have been installed. A completed form allows you to keep information about the artist and artwork that you may need well into the future. This form is included below as an example for groups working with an artist or artist team to create a visual public art project. Your group can adapt the form to your particular needs.

### Related articles

- 1. Working with the artist (Page 25)**  
Writing a contract and working with the artist through the installation of the artwork.
- 2. Object Maintenance Sheet (Page 102)**  
A form for providing information on artwork maintenance needs. This form can be adapted to your needs. From the Office of Arts & Cultural Affairs.
- 3. Artist's Public Report (Page 83)**  
A form for providing facts and information for press releases and educational copy. From the Office of Arts & Cultural Affairs.
- 4. Office of Arts & Cultural Affairs (Page 128)**  
Free advice and fee-based consultation on the development and implementation of neighborhood-funded public art projects. Fee-based consultation involves activities such as hiring a consultant to run the artist selection process. Public art walking tour maps can be downloaded from the Web site.

## Object Catalog Sheet

### ARTIST/TEAM

1. Name: \*(Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_

2. Address: (Street) \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

3. Phone Number: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

(Other phone numbers) \_\_\_\_\_ (Email) \_\_\_\_\_

4. Nationality: \_\_\_\_\_ 5. Gender: \_\_\_\_\_ 6. Birthdate: \_\_\_\_\_ 7. Ethnicity: \_\_\_\_\_

8. Social Security Number: \_\_\_\_\_

(Please note, we cannot consult with you on future repair and maintenance issues if your address is not regularly updated!!!)

\* Please spell your name as you would like it to appear in our database.

### THE ARTWORK

1. Title of Work: \_\_\_\_\_

2. Project Title: \_\_\_\_\_

3. Location (Sited work only): \_\_\_\_\_

4. Medium or Material: \_\_\_\_\_

5. Edition Information (Multiples only) : \_\_\_\_\_

6. Date Completed: \_\_\_\_\_ 7. Place Executed: \_\_\_\_\_

8. Collaborating Artist(s): \_\_\_\_\_

9. Maker other than Artist: \_\_\_\_\_

10. Exhibitions and collection (Pertaining to this work only): \_\_\_\_\_

11. Reproductions and Periodicals (pertaining to this work only): \_\_\_\_\_

12. Number of Separate Pieces in Artwork: \_\_\_\_\_

13. Value of artwork(s) \_\_\_\_\_



## Encyclopedia

### Object Maintenance Sheet

Office of Arts & Cultural Affairs requires that artists complete and return the Object Maintenance Sheet after their public artworks have been installed. The form includes information from the artist that will assist your group in maintaining the artwork on a long-term basis. The Object Maintenance Sheet is included as an example for groups working with an artist or artist team to create a visual public art project. Your group can adapt it to your particular needs.

#### Related articles

- 1. Develop a maintenance plan (Page 36)**  
An overview on creating a long-term plan for maintaining the artwork.
- 2. Object Catalog Sheet (Page 99)**  
A form for providing information about the artist and completed artwork. This form can be adapted to your needs. From the Office of Arts & Cultural Affairs.
- 3. Artist's Public Report (Page 83)**  
A form for providing facts and information for press releases and educational copy. From the Office of Arts & Cultural Affairs. From the Office of Arts & Cultural Affairs.
- 4. Office of Arts & Cultural Affairs (Page 128)**  
Free advice and fee-based consultation on the development and implementation of neighborhood-funded public art projects. Fee-based consultation involves activities such as hiring a consultant to run the artist selection process. Public art walking tour maps can be downloaded from the Web site.

# Object Maintenance Sheet

Artist/Design Team: \_\_\_\_\_

Title of Artwork: \_\_\_\_\_

Media: \_\_\_\_\_

Measurements: \_\_\_\_\_

## 2-DIMENSIONAL WORK (Mixed Media works use entire form when appropriate)

Specific materials used in the execution of the piece: (Brand name and type of paint, paper, fiber content, specific metals, etc.  
Example: "graphite drawing on Arches 100% paper, with a Krylon spray fixed coating.")

\_\_\_\_\_

Specific materials used in the presentation of piece: (Composition of base or backing, framing, mat board, protective covering, hanging rods, etc.)

\_\_\_\_\_

Recommendations and cautions regarding care of the work: (Cleaning, refinishing if needed, avoid exposure to direct sun or to dampness, etc.)

\_\_\_\_\_

List any special materials utilized in the execution of the artwork: \_\_\_\_\_

\_\_\_\_\_

Packing and Shipping instructions: \_\_\_\_\_

\_\_\_\_\_

## 3-DIMENSIONAL WORK (Mixed Media works use entire form when appropriate)

Material(s): \_\_\_\_\_

\_\_\_\_\_

Material thickness or gauge: \_\_\_\_\_

\_\_\_\_\_

Welding or jointing method: \_\_\_\_\_

\_\_\_\_\_

Casting alloy, wax body, glass or fiber type: \_\_\_\_\_

\_\_\_\_\_

Technique or construction method: (Attach fabrication drawings) \_\_\_\_\_

\_\_\_\_\_

Material finish: (Glaze, paint color and type, sanding grit, tool pattern, patina, surface sealer, etc.) \_\_\_\_\_

\_\_\_\_\_

Foundation/installation structure: (Include bolt/pin size, grout, and/or hanging mechanism) \_\_\_\_\_

\_\_\_\_\_

Yearly maintenance and care of artwork: (Cleaning agent and procedure) \_\_\_\_\_

\_\_\_\_\_

Placement of artwork: (Cautions regarding sunlight, heat, etc.) \_\_\_\_\_

\_\_\_\_\_

Packing and shipping instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Encyclopedia

### Outline of Contracts with Artists

This is an outline of the various sections typically included in contracts established between artists and the Office of Arts & Cultural Affairs. The sections described as “boilerplate” are not discussed in any detail; other jurisdictions may or may not have their own version of them. Sections 14–17 pertain to considerations outlined in the Visual Artists Rights Act (VARA).<sup>4</sup> The section headings are followed by descriptions of what they typically cover.

It is recommended that you seek professional legal advice before creating a contract with an artist. The information in this document cannot be taken as a substitute for legal or other professional advice.

#### **(Header)**

This section, which is typically unnumbered and bears no specific label, provides basic information used for administrative purposes, such as the project name and number, the contract number, the funding source, and the expiration date of the contract.

#### **(Title)**

This section, which is typically unnumbered and bears no specific label, may state the type of contract (for example, “Sited Artwork Commission Agreement,” “Agreement for Design Services,” and so on).

### **1. Contents of Agreement**

This section names the various parts of the contract: “Scope of Work,” “Compensation Terms,” “Standard Terms” (boilerplate), and “Attachments.”

### **2. Term of Agreement**

This section states or repeats the expiration date of the contract, which typically will not coincide with the completion date of the artist’s work. (Time should be allowed after completion of the scope of work, and before the contract’s close-out date, for any other deliverables to be submitted and for other administrative details to be handled.)

### **3. Scope of Work**

This section spells out the artist’s obligations and the agency’s expectations for the artist’s work. It has to be as complete as possible. It is not simply a description of the artwork and/or services that the agency is purchasing; rather, it is an outline for the work that the artist is performing. It gives the who, what, where, when, why, and how of the work that the artist will perform and that the agency is purchasing.

In the design services contract, the agency specifies with whom the artist will be working (for example, with community members), what the artist will be producing, where the artist will perform the work (for example, whether the artist will travel to the agency’s jurisdiction), the purpose for which the work will be performed (for example, to develop an art plan, to design artwork, and so on), and the schedule that the artist will follow. The agency will want to specify the deliverables for the design phase: drawings, written proposals, budgets, specifications, and the like. The agency will also want to specify the dates when major milestones will be completed and when presentations will be expected. The agency may want the artist to develop a more detailed schedule, which can then become an attachment.

The commission contract is often a fabrication contract; sometimes it includes design development and fabrication. The agency should specify whether the commissioned artwork will be sited (situated or located on a

site), site-integrated (part of the site/structure), portable (capable of being easily transported), or of another type, and, if sited or site-integrated, what aspect(s) of the site will be part of the artwork. Defining the type of artwork will help define the extent to which the Visual Artists Rights Act (VARA) <sup>4</sup> (see the end of this document) applies to this artwork, should it or its site need to be modified. Anything unusual and/or restrictive can be included in what is specified as the scope of work. The more that can be anticipated and included, the better off both parties to the contract will be. The commission contract typically includes the following clauses:

#### **A. Time of Completion**

Acknowledgment (this clause may specify that the artist must acknowledge the agency and/or funding sources in any public presentation or publication of the artwork)

#### **B. Description of Artwork**

This is primarily a physical description of the artwork, and the description should be detailed. It should include what is known about materials, dimensions, colors, locations, quantities, and so on. If it is desirable to include very specific aspects of how the work will be performed, and concerning what the final product will be, the agency might consider requiring specifications, which can then become an attachment.

The contract should also specify any other work that the artist is to perform. Will the artist be expected to give a lecture, attend dedications, and so on? Will the artist be expected both to fabricate and install the work? Will someone else install it? Will the artist be expected to coordinate with someone else?

#### **C. Consultation with Conservator**

In order to complete the work, the artist may need to consult with conservators. The organization may want to make such consultation a contractual requirement, to ensure the durability of the artwork and the soundness of the materials or of the installation decisions.

#### **D. Consultation with Others**

In order to complete the work, the artist may need to meet with other consultants (for example, design consultants, engineers, lighting consultants, and so on). The organization may want to require this sort of consultation contractually.

#### **E. Travel**

If the organization has hired an artist from outside its region, it may be desirable to stipulate the number of times the artist will be required to travel to the organization's city in order to complete the scope of work.

#### **E. Residency**

Although the scope of work described here may be more relevant to a design services contract, performance of the work may depend on the artist's spending time "in residence" with a particular group or organization.

#### **F. Artwork Documentation and Maintenance Instructions**

In addition to having the artist create the artwork, the agency will want him or her to provide any documentation about the artwork (descriptions, statements, photographs or slides, and so on) that will be important for recordkeeping. The agency will also want detailed maintenance instructions for its files.

#### **4. Public Information**

This section says that the organization will be solely responsible for coordinating public information materials and activities related to the dedication of the artwork. It is intended to prevent the provision of conflicting information from different sources.

#### **5. Compensation Reimbursement**

This section spells out the total compensation that the artist will receive for completion of all the tasks outlined in the scope of work. Total compensation will include reimbursement for travel or taxes, if such provisions are applicable.

#### **6. Schedule for Partial Payment of Compensation**

This section specifies division of the artist's compensation into several payments, for which the artist invoices the organization. Receipt of payment is contingent on the artist's having provided various deliverables and met specific milestones, which are spelled out for each payment increment. Examples of deliverables are fabrication drawings, specifications, budgets, schedules, proof of insurance, and actual parts of the artwork. The expectation is that the artist, before submitting the invoice, will have performed the work, purchased the materials, or become obligated to pay for orders so that the agency making the payment is not extending credit to the artist.

#### **7. Process for Reimbursement of Expenses**

In general, the artist is responsible for all expenses. Occasionally funds are set aside for travel if there is a design services contract.

#### **8. Process for Payment of Compensation**

This section essentially says that the artist, in order to receive payment, needs to submit an invoice documenting the work performed.

#### **9. Process for Payment of Taxes**

This section affirms that the artist is responsible for paying and submitting all taxes.

#### **10. Artist is Independent Contractor**

This boilerplate section states that the artist is a contractor responsible for providing all labor and materials to complete work.

#### **11. No Claim Allowed by Artist's Employees, Contractors, or Other Parties**

This boilerplate section states that no one who is an employee or subcontractor of the artist is considered to be an employee of the organization.

#### **12. No Assignment of Work Without Authorization**

This boilerplate section states that the artist cannot, without permission, assign to anyone else work for which the artist is contracted, but this section does not preclude the artist from hiring other people to perform the work.

#### **13. Agency Authorized to Review Work in Progress**

This boilerplate section states that the organization is allowed to inspect work performed to date.

## **14. Copyright and Agency's Right to Reproduce Images**

This section typically states that the artist retains copyright, whereas the organization keeps the right to reproduce images for educational purposes. This arrangement allows the organization to publish the artwork proposal or images of the artwork in a newsletter or distribute such material to the press.

## **15. Organization Records Regarding Artwork**

This section states that the organization will keep records regarding the artwork and its creator on file. It is the artist's responsibility to keep the organization informed of his or her whereabouts in case there is a need to contact the artist about changes to the artwork.

## **16. Artist's Identification Label**

This section states that the artist can request removal of his or her identification label (or plaque) if changes to the artwork occur and if the artist feels that the artwork has been compromised to such an extent that the artist's reputation will be damaged by his or her further association with the work. This provision thus allows the artist to no longer be identified as the creator of the (now damaged) artwork.

## **17. Artwork Changes**

This section outlines a process for handling changes to the artwork or removing the artwork altogether. Here, issues concerning the artist's rights are dealt with contractually. If there is a need to clarify the artist's rights as accorded by the language of the VARA<sup>4</sup> legislation, or if the VARA language must be modified to suit a jurisdiction's needs, this is where such clarification or modification might occur.

### **A. Material Changes prior to Acceptance**

This subsection outlines the process to be followed if modifications must be made to the artwork before it can be accepted by the agency in performance of the agreement.

### **B. Material Changes after Acceptance**

This subsection outlines the process to be followed if the artwork must be removed or modified. It provides for notification in the event that changes are made, or need to be made, to the artwork and offers options should modifications occur. A statement is made that the organization retains the right to maintain its properties and that, in doing so, may have an impact on the artwork. If the artwork is to be installed in a building, a special clause is added, asking the artist to acknowledge that the artwork may also need to be removed.

## **18. Risk of Loss**

This boilerplate section states that the artist is fully responsible for ensuring that the artwork is delivered. Any loss that occurs before transfer of ownership is the responsibility of the artist. Therefore, it behooves the artist to have property insurance and premises insurance to cover the possibility of loss.

## **19. Indemnification**

This boilerplate section states that the artist must hold the organization harmless from any action, suits, or claims arising from the artist's negligence or omission.

## **20. Insurance**

This boilerplate section states that the agency requires the contracted artist and his or her contractors to have general liability insurance and commercial automobile insurance. The limits vary according to the artwork and the complexity and location of its installation.

The coverage typically required by the contract is commercial general liability insurance for the following areas:

- Premises/operations liability
- Products/completed operations
- Personal/advertising injury
- Contractual liability

The policy typically provides the following minimum coverage:

- Bodily injury and property damage at \$1,000,000 per occurrence, with \$1,000,000 annual aggregate
- Professional liability (errors and omissions), generally required only for consultants and not usually for artists (but because the artist usually delivers the product to the installation site, personal automobile liability is required, including coverage for owned, non-owned, leased, and hired vehicles and providing \$300,000 minimum coverage per accident)

## **21. Artist's Warranties**

This boilerplate section requires the artist to provide a one-year guarantee on workmanship and materials. Any failure of the artwork within the year, other than a failure due to vandalism or accident, is the responsibility of the artist to repair. The Office of Arts & Cultural Affairs also includes a statement of the expectation that the artwork will last at least thirty years, the length of a typical bond.

## **22. Addresses for Notices and Other Deliverables; Waiver of Artist's Rights Upon Failure to Provide Current Address to Agency**

This boilerplate section emphasizes the need for the artist to keep the organization informed of his or her whereabouts, to maximize the artist's ability to keep his or her VARA<sup>4</sup> rights intact.

## **23. Collection Management**

This boilerplate section again gives the artist notice of the contract's handling of his or her VARA<sup>4</sup> rights. Here, the Office of Arts & Cultural Affairs specifies the organization's right to maintain and manage its collection and its properties and forewarns the artist of the potential for the artwork's modification or removal.

## **24. Credit**

This boilerplate section states that in any and all publicity materials generated on behalf of the artwork, the artist is required to give appropriate credit to the administering organization and to the appropriate funding sources, using language determined by the organization.

## **25. Definition of "Organization" and "Director"**

This boilerplate section defines the organization and its successors, and it defines the director as meaning the director of the organization or anyone else acting on his or her behalf.

## **26. Audit**

This boilerplate section states that for a period of six years the organization, or any entity involved in funding the artwork, can request a financial audit of the artist's (or subconsultants') books pertaining to any work performed under the agreement.

## **27. Compliance With Laws and Regulations**

This boilerplate section spells out the artist's obligations with respect to laws, licenses, taxes, and other requirements.

### **A. General Requirement**

The artist must comply with all laws of the organization's country, state, and jurisdiction, including laws that pertain to health and safety standards.

### **B. Licenses and Similar Authorizations**

The artist must obtain any and all licenses and permits needed for the artwork's fabrication and installation.

### **C. Taxes**

The artist must pay, as required, all taxes applicable to the agreement except where the agreement indicates otherwise.

### **D. Use of Recycled-Content Paper**

The artist will attempt to use recycled paper whenever such use is possible.

### **E. Americans with Disabilities Act (ADA)<sup>6</sup>**

The artist must comply with the requirements of the ADA, particularly if he or she is providing services as part of the agreement (that is to say, all services must be accessible by people with disabilities). In addition, if it is possible for someone to walk on or enter the artwork, the artwork will be expected to meet ADA code.

## **28. Women and Minority Business Enterprise (Wmbe) Requirements<sup>5</sup>**

This boilerplate section states that the artist will comply with all applicable WMBE requirements. If no such requirements exist, adherence to WMBE requirements is nevertheless encouraged. (See the external links at the bottom of this document for more information.)

## **29. Nondiscrimination and Affirmative Action**

This boilerplate section states that the artist may not discriminate against any individual during the performance of the agreement. If it were to be determined that the artist had engaged in such discrimination, the agreement would be terminated.

## **30. Contractual Relationship**

This boilerplate section states that the artist is not an agent of the organization and does not represent the organization.

## **31. Involvement of Former Organization Employees**

This boilerplate section outlines the limitations to be observed in subcontracting with former employees of the jurisdiction.

## **32. No Conflict of Interest**

This boilerplate section states that the artist may not be related to any employee of the organization who may be administering the agreement, negotiating the agreement, or evaluating the performance to be carried out under the agreement.

### **33. Executory Agreement**

This boilerplate section states that the agreement is valid only when signed by both parties (that is, the organization and the artist).

### **34. Binding Effect**

This boilerplate section states that the agreement binds the parties, their legal heirs, their representatives, their successors, and their assigns.

### **35. Applicable Law; Venue**

This boilerplate section defines the legal jurisdiction that governs the agreement.

### **36. Remedies Cumulative**

This boilerplate section states that if the artist does not exercise a right granted under the agreement, his or her exercising that right at another time is not precluded. The use of one remedy shall not be taken to exclude or waive the right to use another.

### **37. Captions**

This boilerplate section states that the titles of the sections in the agreement are just titles and do not define or limit the contents of the sections.

### **38. Invalidity of Particular Provisions**

This boilerplate section states that if a legal ruling throws out a term, condition, section, or portion of the agreement, the other terms, conditions, sections, or portions of the agreement will remain in effect.

### **39. No Waiver**

This boilerplate section states that a waiver of one aspect of the agreement does not serve as a waiver of subsequent default or breach of other terms of the agreement. Receipt of compensation does not suggest that defective performance has been accepted.

### **40. Extra Work**

This boilerplate section allows for the possibility of amending the agreement for extra work, but no compensation shall be made unless an amendment has been fully executed.

### **41. Key Persons**

This boilerplate section is used only when the artist has incorporated or is in a legal business partnership (not a partnership between sole proprietors). This section indicates that those designated by the artist to be working on the project shall do so, and that replacements can be made only with approval of the organization.

### **42. Disputes**

This boilerplate section states that if there is a dispute, and if the artist and the assigned project manager from the agency cannot come to a resolution, the artist will be allowed to designate someone to deal with the director of the agency. If the dispute cannot be resolved in this manner, a legal remedy may be sought.

### **43. Termination**

This boilerplate section outlines reasons for which the agreement may be terminated.

#### **A. For Cause**

The agreement may be terminated if either party fails to perform and if the failure is not corrected in a timely manner (termination in this case requires written notice of breach).

#### **B. For Reasons Beyond Control of Parties**

Either party may terminate the agreement, without recourse by the other, because of reasons beyond anyone's control, such as acts of nature; war or warlike operations; civil commotion; riot; labor dispute, including strike, walkout, or lockout; sabotage; and superior governmental regulation or control.

#### **C. For Public Convenience**

The agency may terminate the agreement in whole or in part whenever the agency determines that such termination is in the best interests of the public, or for lack of continuing appropriations.

#### **D. Notice**

This subsection defines how much notice is required in the event of termination.

#### **E. Default**

If the artist defaults on the agreement, he or she is required to refund to the organization the amount of any interim payment he or she has received.

### **44. Modification or Amendment**

This boilerplate section states that any modification or amendment to the agreement must be in writing and must be signed. The parties reserve the right to modify the agreement from time to time by mutual consent.

### **45. Entire Agreement**

This boilerplate section states that the agreement, including any exhibits and addenda attached to it and forming a part of it, is all of the covenants, promises, agreements, and conditions between the parties. Before the execution of this agreement, no verbal agreements or conversations between any officer, agent, associate, or employee of the organization or its jurisdiction and any officer, agent, employee, or associate of the artist shall affect or modify any of the terms or obligations contained in this agreement. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.

### **(Signature)**

This section, which is typically unnumbered and bears no specific label, is where the artist/contractor and the designated signatory for the organization sign and date the contract. In addition to signature and date, the artist is asked to supply his or her address, phone number, and tax number (social security number or federal tax ID number). The artist signs first and returns all copies for the signature of an officer of the organization. A fully executed copy is then returned to the artist.

## Related Articles

1. **Working with the Artist** (Page 25)  
Advice on writing a contract and working with the artist through the installation of the artwork.
2. **Contracts with Artists** (Page 85)  
A description of contracts typically created with artists.
3. **Office of Arts & Cultural Affairs** (Page 128)  
Free advice and fee-based consultation on the development and implementation of neighborhood-funded public art projects. Fee-based consultation involves activities such as hiring a consultant to run the artist selection process. Public art walking tour maps can be downloaded from the Web site.

## Web sites

4. **Visual Artists Rights Act (VARA)**  
<http://www.copyright.gov/title17/92chap1.html#106>  
Copyright law of the United States of America and Related Laws Contained in Title 17 of the United States Code. Select Section 106A for a description of the VARA
5. **Women and Minority Business Enterprise (WMBE)**  
<http://www.seattle.gov/executiveadministration/smallbusiness/ProgramRequirement.htm>  
The City of Seattle encourages the utilization of Minority Business Enterprises and Women's Business Enterprises (collectively, "WMBEs") in all City contracts.
6. **ADA (American with Disabilities Act)**  
<http://www.usdoj.gov/crt/ada/adahom1.htm>  
Information from U.S. Department of Justice.

## Encyclopedia

### Potential Maintenance Problems for Materials

Below is a sampling of potential maintenance problems associated with materials commonly used in public art projects.

#### **Bronze**

- Bright green corrosion / often streaks or spots
- Bird droppings (precursor to corrosion)
- Flaking surface coating
- Stains such as paint or graffiti

#### **Stone/Brick/Concrete/Ceramic**

- Flaking/spalling stone
- Stains or graffiti
- Severe algae
- Cracks, breaks or chips
- Efflorescence
- Flaking surface of ceramic glaze
- Rust staining of glaze, stone or concrete

#### **Wood**

- Algae
- Rot
- Insect infestation
- Cracks/breaks/missing sections
- Loose joints
- Flaking paint
- Graffiti

#### **Painted Metals**

- Flaking paint/rust
- Graffiti
- Dents/bent metal

#### **Aluminum**

- Gray oxidation product on unpainted aluminum
- Bent metal/dents
- Graffiti

#### **New Technology**

- Equipment malfunction

### **Mixed Media**

- Accelerated corrosion of metals in proximity to each other
- Staining of stone or concrete due to metallic corrosion
- Cracking, delamination, offgassing or yellowing of plastics
- Detached or broken sections
- Malfunction of technological equipment

### **Related Articles**

1. **Maintenance Recommendations for Materials** (Page 92)  
Recommendations for materials used in public artworks.
2. **Mural Surface Preparation** (Page 94)  
Advice on selection of paints and maintenance for murals.

### **Web sites**

3. **Arts Resource Network - Conservation and Preservation Resources**  
[http://www.artsresourcenetwork.org/public\\_art/other\\_resources/general\\_resources/conservation\\_preservation.asp](http://www.artsresourcenetwork.org/public_art/other_resources/general_resources/conservation_preservation.asp)  
Listing of resources. From Office of Arts & Cultural Affairs.

## Encyclopedia

### Seattle Design Commission Review

The design of capital or private projects that involve City property and funding (generally Capital Improvement Projects) is subject to review by the Seattle Design Commission<sup>1</sup> The Design Commission also conducts special reviews when a City department has a concern or a wish to make an exemption.

The Design Commission conducts six types of special reviews. In certain instances, three of these reviews — street use permits, sign permits and unique objects in the public right-of-way — can have relevance to neighborhood public art.

#### Special Review for Street Use Permits

Seattle has adopted streetscape standards with specifications for paving, trees, furniture and signage. Seattle Department Of Transportation or another agency may request a special review of the Street Use Permit<sup>2</sup> for a neighborhood-created public art project that departs from these standards. At the special review, the Design Commission will evaluate the:

- visual and urban design character of the proposal,
- current and potential public uses,
- effect on public access to public spaces,
- consistency with City ordinances, and
- abutting property owner's position on the application.

#### Sign Permit Special Exemption

If Department of Planning and Development (DPD) has a concern about a project (e.g., a banner, mural, or other signage) or wishes to make an exemption, Seattle Design Commission<sup>1</sup> will review the project and look for evidence that the sign plan:

- Shows an exceptional effort to create visual harmony with other building elements though a consistent design theme.
- Will preserve a desirable existing design or siting pattern for other signs in the area.
- Will not reduce views of historic landmarks anymore than is permitted without the special exemption.

#### Unique Objects in the Right-of-Way

The Seattle Design Commission defines unique objects in the right-of-way as privately funded or gifted public art; symbolic objects that advertise adjacent retail establishments; commemorative plaques, memorials and special paving; wayfinding signage, kiosks, or community boards; bus shelters; special furnishings and automated pay toilets.

If the neighborhood public art project is adding a “Unique Object in the Right-of-Way”, the Seattle Department Of Transportation (or any other department with jurisdiction) will request a special review from the Design Commission if the project will significantly change the look of the street. At this review, the Design Commission will review the project's conceptual plan and strive to ensure that each unique object is a public amenity and will enhance the pedestrian activity at street level.

## Contacts

### 1. Seattle Design Commission

Department of Planning and Development (DPD), City of Seattle

<http://www.seattle.gov/dpd/citydesign/projectreview/sdc/>

Layne Cubell, [layne.cubell@seattle.gov](mailto:layne.cubell@seattle.gov)

Seattle Design Commission Coordinator

700 Fifth Ave, Suite 2000

P.O. Box 34019

Seattle, WA 98124-4019

(206) 233-7911

Your project may be referred to the Seattle Design Commission for a review.

## Related Articles

### 2. Street Use Permit (Page 120)

A required permit for public art projects that are temporarily or permanently in the public right-of-way.

## Web sites

### 3. Seattle Design Commission Handbook

[http://www.ci.seattle.wa.us/dpd/Planning/Design\\_Commission/Project\\_Review\\_Handbook/default.asp](http://www.ci.seattle.wa.us/dpd/Planning/Design_Commission/Project_Review_Handbook/default.asp)

Specific information about what is involved in a Design Commission Review.

## Encyclopedia

### Sign/Awning Permits

Public art projects using permanent banners or signage may require a Sign/Awning Permit from the Department of Planning and Development (DPD) if:

#### **A public art banner or other signage is on private property**

Public art signage is on private property, but projecting over the public right-of-way. It may require both a Sign/Awning Permit and a Street Use Permit<sup>6</sup>.

A mural on either private or City property contains "copy" (writing or advertisement on the mural).

Plans are required for all sign/awning permit applications. Drawings must be on 11 inch x 17 inch paper or larger. Apply at DPD's Applicant Services Center (see contact information below). No appointment is necessary. Questions should be directed to the Sign Inspector. Obtaining a permit usually takes one to two weeks.

The basic fee for signs is \$80 for the first 100 square feet, plus 65 cents per square foot over that size (in 2004). Awning fees are based on a development fee index (\$95 for the first \$1,000 value and \$1 for each additional \$100 value).

If DPD has a concern or wishes to make an exemption, Seattle Design Commission<sup>5</sup> will review the project and look for evidence that the sign plan:

- Shows an exceptional effort to create visual harmony with other building elements though a consistent design theme.
- Will preserve a desirable existing design or siting pattern for other signs in the area
- Will not reduce views of historic landmarks anymore than is permitted without the special exemption.

### Samples, Templates & Other Files

1. **Over-the-Counter Permit** (Adobe PDF)  
<http://www.seattle.gov/dpd/publications/CAM/cam104.pdf>  
Details on the permit application process for the Sign/Awning Permit (which is one of the over-the-counter permits.)
2. **Sign/Awning Permit** (Adobe PDF)  
[http://www.seattle.gov/dclu/publications/Forms/OTC\\_Sign\\_Permit\\_Appl.PDF](http://www.seattle.gov/dclu/publications/Forms/OTC_Sign_Permit_Appl.PDF)  
Application form.

### Contacts

3. **Sign/Awning Permit**  
Department of Planning and Development (DPD), City of Seattle  
Kent Hunnicutt, [kent.hunnicutt@seattle.gov](mailto:kent.hunnicutt@seattle.gov)  
Sign Inspector  
700 Fifth Ave, Suite 2000  
P.O. Box 34019  
Seattle, WA 98124-4019  
(206) 684-8419  
City of Seattle contact for Sign/Awning Permits. You will determine the specific requirements and steps you need to take to obtain the permit. Kent Hunnicutt is also the contact for building permits for cross-street banners.

4. **Applicant Services Center**  
<http://www.seattle.gov/dclu/asc/>  
(206) 684-8850
5. **Seattle Design Commission, Department of Planning and Development (DPD)**  
<http://www.seattle.gov/dclu/citydesign/ProjectReview/SDC/>  
Conducts special reviews when a City department has a concern or wishes to make an exemption. (Also regularly reviews the design of capital or private projects that involve City property.)

### **Related articles**

6. **Street Use Permit** (Page 120)  
A required permit for public art projects that are temporarily or permanently in the public right-of-way .

### **Web sites**

7. **Seattle Municipal Code Title 23 Land Use Code for Signs 23.55**  
<http://clerk.seattle.gov/~public/2355.htm>  
Land use code requirements for murals that are essentially advertisements.

## Encyclopedia

### Street Use Permits

The Seattle Department of Transportation (SDOT) issues more than 60 types of Street Use Permits<sup>2</sup> for anything from events to small directional signs to major construction projects.

If a public art project (including a landscaping project with art elements) is temporarily or permanently in the public right-of-way, the sponsoring group will need to obtain a Street Use Permit. Public artwork that is on private property but projects over the right-of-way may also require a Street Use Permit.

Artwork that will be located on private property may also require a Street Use Permit if artists or community members use the public right-of-way to create the artwork.

You will need to discuss your project idea with SDOT staff. To formally begin the process, submit a conceptual drawing of the artwork and identify your proposed location. Staff will inform you of **the specific requirements and steps required to obtain the permit**. An inspection will also be required to ensure that all conditions of the permit have been met and safety, mobility and interests of the public are preserved.

The length of time required to obtain a permit varies from project to project and can range from one week to three months. The project may also need to go through a review by the City department that has jurisdiction over the site location of the artwork.

The permit fee varies depending on the nature of the permit and the length of time for which the permit is issued. The base permit fee is \$165 (in 2004). However, some projects will be charged additional fees for square foot use, hourly charges for inspection and annual renewal fees. A deposit is also most often required. Sponsors of public art projects also must obtain insurance for the life of the Street Use Permit in order to protect passersby, the City, the sponsoring group, and the art installer.

Seattle has adopted streetscape standards with specifications for paving, trees, furniture and signage. If a neighborhood public art project departs from these standards, SDOT may request a Seattle Design Commission review<sup>4</sup> of the Street Use Permit.

### Samples, Templates & Other Files

1. **Certificate of Public Liability** (Adobe PDF)  
<http://www.seattle.gov/transportation/pdf/PN626j98.PDF>  
SDOT requires a Certificate of Public Liability and Property Insurance for some types of Street Use Permits.

### Contacts

2. **Street Use Permit**  
Department of Transportation, City of Seattle  
[http://www.seattle.gov/transportation/stuse\\_permits.htm](http://www.seattle.gov/transportation/stuse_permits.htm)  
Benita Staadecker, [benita.staadecker@seattle.gov](mailto:benita.staadecker@seattle.gov)  
Street Use and Annual Permits  
700 Fifth Avenue, Suite 3900  
PO Box 34996  
Seattle, WA 98124-4996  
(206) 615-1224  
City of Seattle contact for Street Use Permits. You will discover the specific requirements and steps required to obtain the permit.

## Related Articles

3. **Sign Kiosks** (Page 71)  
Includes information about the process for obtaining a permit for a sign kiosk in the public right-of-way.
4. **Seattle Design Commission Review** (Page 86)  
A review may be required when projects depart from streetscape standards.

## Web sites

5. **Street Use Frequently Asked Questions**  
[http://www.seattle.gov/transportation/stuse\\_faq.htm](http://www.seattle.gov/transportation/stuse_faq.htm)
6. **Annual permits**  
[http://www.seattle.gov/transportation/stuse\\_annual.htm](http://www.seattle.gov/transportation/stuse_annual.htm)  
A permit with fees that must be renewed every year.
7. **Street Use Permits for special events**  
[http://www.seattle.gov/transportation/stuse\\_special.htm](http://www.seattle.gov/transportation/stuse_special.htm)  
Permits for any activity that temporarily closes a street or sidewalk.
8. **Street Use Permit fees**  
[http://www.seattle.gov/transportation/stuse\\_permitlist.htm](http://www.seattle.gov/transportation/stuse_permitlist.htm)  
Listing of fees for various types of permits.
9. **Planting Strip Landscaping and Paving**  
<http://www.seattle.gov/transportation/plantingstrip.htm>  
Rules and requirements for obtaining a Street Use Permit for projects in planting strips.
10. **City Arborist**  
<http://www.seattle.gov/transportation/arborist.htm>  
A recommended right-of-way plant list and tips on tree planting.