

Resolution No. 2024-3291

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 relating to funding of the Public Art Commission by the Community Redevelopment Agency for public art project; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the City Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2023 and terminating on September 30, 2024 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and such as funding of the Public Art Commission by the Community Redevelopment Agency for public art projects; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment; Funding of the Public Art Commission by the Community Redevelopment Agency For A Public Art Project.

The annual operating budget of the City of Sanford for the fiscal year beginning

October 1, 2023 and terminating on September 30, 2024 is hereby revised and amended by Attachment "A" for funding of the Public Art Commission by the Community Redevelopment Agency for a public art project. The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2023 and terminating on September 30, 2024 shall remain in full force and effect.

Section 2. Implementing Administrative Actions; Funding of the Public Art Commission by the Community Redevelopment Agency For A Public Art Project.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate to implement the funding of the Public Art Commission by the Community Redevelopment Agency for the public art project.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities to include, but not limited to, those relating to operations of the Public Art Commission and City public art projects, are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to

invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.

This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 9th day of September, 2024.

Attest:


City Commission of the City of Sanford


Traci Houchin, MMC, FCRM
City Clerk




Art Woodruff, Mayor

For use and reliance of the Sanford City Commission only. Approved as to form and legality.


William L. Colbert
City Attorney

ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2024

Economic

Department: Development

Division: CRA

8/29/2024

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER					Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Budget	Balance	Change	Unrealized
142	0000	381	60	00				
Intrafund Group Transfer / From								
General Fund					\$ 214,380	\$ 214,380	\$ 87,500	\$ 301,880
TOTAL CHANGES IN REVENUES							\$ 87,500	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER					Current	Current	Amount of	Remaining	
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Budget	Balance	Change	Balance
156	0108	552	81	00		\$ 2,165,710	\$ 1,765,401	\$ (87,500)	\$ 1,677,901
Industry Development / Grant and AID									
142	0102	579	31	00		161,587	(26,975)	87,500	60,525
Professional Services									
Intragovernmental Transfer / Public Art									
156	7979	581	91	74		69,380	69,380	87,500	156,880
TOTAL CHANGES IN EXPENDITURES							\$ 87,500		

REASON FOR AMENDMENT: Transfer to cover Public Art funding by the CRA to the Public Art Commission Fund - James Haire "Bridge to the Future"

DIRECTOR APPROVAL: 

DATE: 9/3/24

FINANCE APPROVAL: 

DATE: 9/3/24

CITY MANAGER APPROVAL: 

DATE: 9.3.2024

CITY COMMISSION AGENDA DATE: 9.9.2024

APPROVED 

FOR FINANCE USE

Entry Date: _____

Batch Number: _____

Document #: BA 11-138

**PUBLIC ART PURCHASE, ACCEPTANCE AND RELEASE AGREEMENT
(CRA FUNDED ARTWORK)**

THIS PUBLIC ART PURCHASE, ACCEPTANCE AND RELEASE AGREEMENT is made this 16 day of September, 2024 by and between James Haire of James Haire Sculptures ("Artist") whose address is 924 Rocky Mtn Way Ft Collins Colorado 80526 and the City of Sanford, Florida ("City"), a municipal corporation of the State of Florida, whose address is 300 North Park Avenue Sanford, Florida 32771, acting through its Public Art Commission and the City's Chief Communications and Cultural Affairs Administrator by delegation from the City Commission of the City. The use of the word "City" herein means and includes the government of the City of Sanford and its officials, officers, employees, agents, servants, invitees, volunteers and guests.

WITNESSETH:

WHEREAS, both the Artist and the City believe public art is a tremendous asset to the City and the Sanford community; and

WHEREAS, the Artist will be creating a work of art (the "Artwork"), as more specifically detailed hereinbelow, commissioned by the Public Art Commission for use as public art by the City; and

WHEREAS, the Public Art Commission and the Artist have collaborated on the unique design of the Artwork, and the City has approved a final design of the Artwork; and

WHEREAS, the Artist agrees that the Artwork created pursuant to this Agreement shall substantially comply with the final design approved by the Public Art Commission; and

WHEREAS, the City is willing to purchase and accept the Artwork under the terms and conditions herein set forth and the Artist is desirous and willing to accomplish all actions relating to the Artwork project subject to the provisions of this Agreement:

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated herein by this reference and are a material part of this Agreement.

Section 2. Description of the Artwork Location and Design. The artist shall create the Artwork as described and depicted below, which will be delivered and installed at a location determined by the City:



Section 3. The Artist hereby sells, conveys, grants, transfers and relinquishes the Artwork to the City, and the City hereby accepts the Artwork under the terms, qualifications, and conditions as set forth in this Agreement. The Artist certifies that the Artwork is a unique work of art created by the Artist for the City and is not subject to third party claims of royalties, or copyright or trademark infringement or any other claim of intellectual property rights.

Section 4. Compensation. As consideration for providing the Artwork, the Artist will be paid **\$87,500.00** upon delivery of the Artwork to the City's satisfaction. Upon completion of the Artwork, the Artist shall submit an invoice to the City. The Artist understands and acknowledges that the City operates on a net 30 check schedule under the *Prompt Payment Act* and agrees to comply with all procedures required by the City for payment. Funding, is contingent upon receipt of funds from the City's Community Redevelopment Agency.

Section 5. Delivery and Installation. The Artist shall deliver the Artwork on or before MARCH 15, 2025. Time is of the essence with regard to the delivery and installation of the Artwork. Installation of the Artwork is the sole responsibility of the

City. The Artist's duties under this agreement shall be fulfilled upon delivery of the Artwork to the specifications agreed upon by the parties.

Section 6. The Artist hereby assumes full responsibility for, and risk of bodily injury, death and/or property damage due to the negligence or other acts or omissions of the City. Further, the Artist expressly agrees not to make any claim, suit, action, or other demand for damages against the City for any bodily injury, death or property damage resulting, in whole or part from the negligence or other acts or omissions of the City whether occurring before or after the date that this Agreement is signed. Any and all such claims, suits, actions and demands against the City are hereby expressly and irrevocably released and waived regardless of the cause. The foregoing release and waiver of liability is intended to be as broad and inclusive as is permitted by law. The Artist is competent, of sound mind, and freely, voluntarily, and knowingly signed its name hereto and having read this Agreement. No oral representations, statements or inducements have been made by the City. The Artist represents to the City that it has the full and complete authority to make the statements made herein and undertake the obligations, liabilities and responsibilities as set forth herein.

Section 7. This Agreement, when executed, shall be fully binding upon and inure to the benefit of the respective parties, their heirs, successors, and assigns.

Section 8. This Agreement shall be governed by and construed pursuant to the laws of the State of Florida and the parties agree that venue with respect to any dispute or litigation shall be in Seminole County, Florida.

Section 9. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and the same shall be enforceable to the fullest extent permitted by law.

Section 10. This Agreement may be executed in several counterparts, including exhibits, and all documents so executed shall constitute one agreement which shall be binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

Section 11. This Agreement contains the entire understanding among the parties and replaces any prior agreement entered into by the parties concerning the Artwork. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. This Agreement shall not be modified or amended except by an agreement in writing signed by the parties and being of equal dignity herewith.

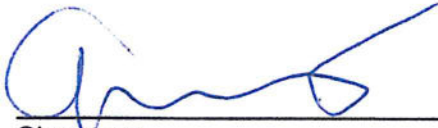
Section 12. No consent or waiver, express or implied, by either party, to or of any breach or default by the other in the performance by the other of its obligations hereunder,

shall be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such other party hereunder. Failure on the part of either party to complain of any act or failure to act of any other party, or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

Section 13. Force Majeure. The Artist and the City will exercise every reasonable effort to meet their respective obligations as outlined in this Agreement, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

Section 14. This Agreement will become effective as of the date of the last signature of the parties and the signatories below represent that they have authority to take the actions set forth herein.

Attest/Witnesses:


Signature
Printed Name: DOUGLAS EDELFELT

ARTIST/JAMES HAIRE of JAMES HAIRE SCULPTURES

By: James Haire
By: James Haire
Date: September 16, 2024

Attest:


Traci Houchin, MMC, FCRM
City Clerk



CITY OF SANFORD


By: Lisa Holder
Lisa Holder, MPA
Chief Communications & Cultural Affairs
Administrator
Date: 9.17.2024



CITY OF
SANFORD
FLORIDA



APPROVED

WS	___	RM	<u>X</u>
Item No.	<u>9.C</u>		

**CITY COMMISSION MEMORANDUM 24-264
SEPTEMBER 9, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Lisa Holder, MPA, Chief Communications & Cultural Affairs Administrator
SUBMITTED BY: Norton N. Bonaparte Jr., ICMA-CM, City Manager
SUBJECT: Budget Amendment Resolution No. 2024-3291; Public Art Commission Funding From Community Redevelopment Agency

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City’s Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval of a budget amendment by the City Commission implemented by Resolution No. 2024-3291 relating to funding of the Public Art Commission (PAC) by the Community Redevelopment Agency (CRA) for a public art project is requested.

FISCAL/STAFFING STATEMENT:

The funding provided by the CRA to the PAC, totaling \$87,500.00, will provide for the funding required to purchase a bronze sculpture from a nationally acclaimed artist to be included in the City’s Public Art Collection. The City Commission’s authorization is needed to direct the CRA provided funding to the PAC for its project.

BACKGROUND:

The public art project is the subject of the attached Memorandum of Understanding (MOU). The MOU funds the PAC for public artwork from James Haire of James Haire Sculptures, in the sum of \$87,500.00. The public artwork is depicted in an exhibit to the attached Public Art Purchase, Acceptance And Release Agreement.

LEGAL REVIEW:

The City Attorney’s office has assisted in this matter and has no legal objection to the action proposed.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 2024-3291.

SUGGESTED MOTION:

“I move to approve Resolution No. 2024-3291.”

- Attachments: (1). Budget Amendment Resolution No. 2024-3291.
(2). MOU between CRA and the City.
(3). Public Art Purchase, Acceptance And Release Agreement.