

Date & Time Received: \_\_\_\_\_ By: \_\_\_\_\_



# City of Reading Public Art Application

This application must be submitted and approved by Public Art Review Committee and City Council prior to the installation of any project

## Applicant Information

Please print

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Organization Telephone Number: \_\_\_\_\_

**1<sup>st</sup> Project Lead:** \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: (please include City, State, and Zip) \_\_\_\_\_

**2<sup>nd</sup> Project Lead:** \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: (please include City, State, and Zip) \_\_\_\_\_

**Artist:** \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: (please include City, State, and Zip) \_\_\_\_\_

## Project Information

Please print

What type of project would you like to install (creative crosswalk, creative sidewalk, banner or mural)?

\_\_\_\_\_

Where will the installation be located? \_\_\_\_\_

Why did you choose this location? \_\_\_\_\_

If a crosswalk, what streets form the intersection? \_\_\_\_\_

*Have you checked with [council@readingpa.gov](mailto:council@readingpa.gov) to find out if the selected intersection is eligible? If not, please do not go any further with this application until doing so. Remember, the proposed intersection must meet the following guidelines for approval: Functionally classified as a residential street and not a collector or arterial road, under the city of Reading's jurisdiction (i.e., not a State, County, or private road), no more than 4 travel through lanes, posted speed limit of 35 mph or less, intersection is not already painted or reserved to be painted.*

Provide a photo of the preferred location and neighborhood.

For sidewalk or mural projects on private property that is not owned by the applicant, provide written permission from the property owner.

Provide a scaled drawing of your design or a sample banner

*The design shall not contain ~~advertisements, logos, words~~, pornography, anything overtly political, or anything which imitates traffic signage. **The inclusion of text, logos, or commercial advertising in a design must be approved by the City's Public Art Review Committee.** The design may not include any painting of the crosswalk markings. Note: murals and banners in Historic Districts may require separate HARB approval and murals may require separate Zoning approval.*

Provide recommendation letters from impacted neighbors, businesses, neighborhood organizations.

Describe how you included the impacted neighbors to get their input on the project design?

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If you are working with an artist that is not associated with your organization, please provide a letter from the artist indicating their willingness to assist with the project **and an artist's statement which will provide the Public Art Review Committee information on the concept, meaning and basis for the design.**

What is your plan for project maintenance? \_\_\_\_\_

Is the project being sponsored by an individual, business, non-profit or community group? If so please list.

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How many people are involved on your project team? \_\_\_\_\_

How many volunteers do you expect on the date of installation? \_\_\_\_\_

Are funds available to install and maintain the project for the required 2 year period?

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How will the installation be insured? \_\_\_\_\_

Requested date of installation and rain date: \_\_\_\_\_

### Agreement

- I understand that following the completion of this project, I am required to submit photos of the finished project to [council@readingpa.gov](mailto:council@readingpa.gov).
- I understand that by submitting this application, I give the City of Reading the right to use images of my project for promotional purposes.
- I understand that I am responsible for all ongoing maintenance, including touch-ups, repair work and graffiti removal for a 2 year permit period.
- I understand that if my project is not properly maintained it will be removed at my expense.
- I understand that street repair, maintenance or construction may cause damage to the project and that the costs to repair or replace the project will not be borne by the City of Reading.
- I understand that my project permit is active for 2 years at which point I must either repaint or replace the project in kind.
- I understand that I am only permitted to use the paint provided by the City of Reading with the Shark Grip anti-skid additive.

*I declare under penalty of perjury that to the best of my knowledge these statements are true and correct.*

APPLICANT'S SIGNATURE: \_\_\_\_\_

Please print name: \_\_\_\_\_

DATE: \_\_\_\_\_

- Historic Preservation Specialist Signature: \_\_\_\_\_ Date: \_\_\_\_\_
- Planner Signature: \_\_\_\_\_ Date: \_\_\_\_\_
- Operations Division Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_
- City Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_
- Traffic Sergeant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please provide a copy of the signed application form and photograph/design plan/drawing of the planned installation with the formal recommendation for City Council consideration.**

### **Maintenance Agreement**

**WHEREAS**, the City of Reading City Council enacted two ordinances regarding the need for City approval for the installation of artwork( City Code Chapter 433 Public Art), monuments, statues, marker or plaque (City Code Chapter 396 Part 5 Memorial Structures on Public Property) for the purpose of memorializing an individual, group, or event on City owned property; and

**WHEREAS**, this legislation empaneled the Memorial Review Committee (MRC) and Public Art Review Committee (PARC) to review all proposals on the suitability of the

proposed project and its location; the appropriateness of the design thereof; the appropriateness and anticipated longevity of the proposed materials; the proposers' plan and ability to provide for the long-term maintenance and upkeep of the project; and provisions for insuring the project against damage, vandalism and disrepair. In addition, if the proposed location of a project has been subject to a master- or comprehensive-planning initiative, the proposed project should be in comport with any such valid plan. The MRC and PARC shall provide this written evaluation to City Council with a recommendation; and

**WHEREAS**, this Maintenance Agreement between the applicant and the City Public Work Director provides the City with assurance that the installation shall be maintained by the applicant and in the event the installation falls into disrepair and is not promptly repaired, at the sole discretion of the Director of Public Works, the City may remove such structure and dispose of it. Vandalism to any project or the grounds that the project sits on shall be enforced by the PA Crimes Code 18 Pa. C.S. §3304 Criminal Mischief, §3307 Institutional Vandalism and §5509 Desecration, Theft or Sale of Venerated Objects.

**SECTION 1.** That the Public Works Director is authorized to execute the Maintenance Agreement between the City of Reading and \_\_\_\_\_ as attached in Exhibit A.

**I. RESPONSIBILITIES**

\_\_\_\_\_ agrees to be responsible for the continued upkeep and maintenance of the project. The City shall be responsible for the maintenance of the grounds.

\_\_\_\_\_ agrees to be responsible for all fundraising efforts and complying with all legal and accounting requirements, as well as all federal, state, and local government regulations, including but not limited to, applying and receiving permission from the Public Works Director for any planned work on the installation.

Before making any changes to the installation, \_\_\_\_\_ must make a formal request to the City of Reading, Department of Public Works Director and provide regular updates to the Public Works Director, or his/her designee, regarding the status of the installation. This includes an annual financial accounting and prior notice of any scheduled projects of events at the Premises.

**II. TERM OF MAINTENANCE AGREEMENT**

This Maintenance Agreement takes effect upon the signature of the Parties and shall remain in effect for two (2) years for a Public Art project and for 25 years for a Memorial project from the date of execution.

This Maintenance Agreement may be extended or amended upon written request of either the City or \_\_\_\_\_ and the subsequent concurrence of the other. However, either party may terminate this Maintenance Agreement with or without cause on not less than 30 days' notice—even if this occurs in the middle of a term.

At the termination of the Maintenance Agreement \_\_\_\_\_ shall have the project removed at its expense. If the installation is not removed, the Public Works Director shall have the authority to remove the installation and undertake collection activities from \_\_\_\_\_.

### **III. AUTHORITY OF PARTIES**

The Parties shall act in an independent capacity and not as an officer, agent, servant, employee, or associate of the other party. Each party shall retain the right to administer and verify that the respective obligations are being performed in accordance with the terms and conditions herein. Each party agrees to comply with applicable provisions of law.

### **IV. INSURANCE**

Prior to the commencement of this Maintenance Agreement, \_\_\_\_\_ shall furnish to the City a certificate of insurance with general liability coverage, including any liability normally covered by a General Liability policy prior to the commencement of the performance. The Certificate will name the City as Additional Insured party for the duration of the activities referred to herein. The amount of this insurance coverage shall be one million dollars (\$1,000,000.00).

### **V. INDEMNIFICATION**

\_\_\_\_\_ agrees to indemnify, hold harmless and defend the City and its respective officers, officials, employees from any and all injury, loss, liability, fines, penalties, for costs and damages whether in contract, tort, or strict liability, incurred thereby arising directly or indirectly from its performance of any independent venture.

### **VI. ENTIRE AGREEMENT**

This Maintenance Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous commitments and understandings of any nature. No modifications, amendments, or changes shall be made to this Maintenance Agreement unless it is reduced to writing and executed by parties hereto.

