

RESOLUTION NO. 2023-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO AN AGREEMENT WITH THE MYTH
MAKERS FOR PUBLIC ART INSTALLATION PROJECT
AT PINECREST GARDENS; PROVIDING FOR AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached agreement with The Myth Makers, for the outdoor art exhibition project at Pinecrest Gardens.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of April, 2023.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion by:
Second by:

Vote:



Cristina Blanco
Pinecrest Gardens Director
gardens@pinecrest-fl.gov

MEMORANDUM
Pinecrest Gardens

DATE: April 3, 2023
TO: Yocelyn Galiano, ICMA-CM, LEED GA, Village Manager
FROM: Cristina Blanco, Pinecrest Gardens Director
RE: 2023 Outdoor Art Exhibition

I hereby respectfully request the approval to move forward with the 2023 outdoor installation in the attached resolution applying the planned budgeted funds in the amount of \$125,000 for the 5 months Washed Ashore outdoor exhibition toward the Myth Makers outdoor exhibition consisting of six 14' to 26' foot avian avatars for six months beginning November 2023 and ending May 2024.

The difference in balance will be will be requested in the FY23-23 budget, estimated to be \$35,000 to cover the cost of ground preparation, gravel materials for anchoring the art and marketing expenses.



THE MYTH MAKERS

ARTIST IN RESIDENCE & EXHIBITION CONTRACT At The Pinecrest Gardens

This **AGREEMENT** made this day of **April XX, 2023**, between **The Pinecrest Gardens/Village of Pinecrest** (hereinafter referred to as "**GARDEN**") and **THE MYTH MAKERS: DONNA DODSON AND ANDY MOERLEIN** (hereinafter referred to as "**ARTIST**") (collectively "Parties").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The **GARDEN** hereby engages the **ARTIST** and the **ARTIST** hereby agrees to design, execute, and loan, six temporary monumental sculptures from bamboo and mixed media that constitute the exhibition (hereinafter referred to as "**EXHIBITION**") at 11000 SW 57th Ave, Pinecrest, FL 33156

DATES OF ENGAGEMENT: Installation of the **EXHIBITION** will take place November 13-17, 2023. The **EXHIBITION** will be on loan through May 17, 2024 and removed after that at a mutually agreed upon date and time unless the **GARDEN** makes a purchase of one or more sculptures from the **EXHIBITION**.

CONTRACT AMOUNT: \$125,000, which includes the Artist's honorarium, design, and fabrication of a monumental temporary site-specific sculpture installation.

PAYMENT SCHEDULE:

\$60,000 due at signing of contract

\$65,000 due upon completion of the installation, approx. Nov 17, 2023.

THE ARTISTS WILL PARTICIPATE AS FOLLOWS: **ARTIST** to be present for fabrication and installation of the artwork during the hours **GARDEN** is open to the public. This also includes that **ARTIST** participates in public programming (in as far as is reasonable and possible alongside the production schedule) that includes, at **GARDEN** discretion:

Exhibition walk-through and artist talk on opening day; Saturday, November 18, or another agreed-upon date. Interviews with local TV/radio/print media, as potentially scheduled by **GARDEN** marketing department.

GARDEN WILL PROVIDE THE FOLLOWING AT NO COST TO THE ARTISTS:

Housing during the residency period. approximately November 12-19, 2023.

Support and labor during the installation, including but not limited to site preparation, gravel ballast to secure the works, a loan of ladders and tools.

Scaffold rental as determined by the artists.

All permits and approvals as required for display location.

GARDEN will produce signage for **EXHIBITION**. **ARTIST** shall provide a title and artist statement to **GARDEN**. **GARDEN** will design all collateral, exhibition materials, and marketing, with approval from **ARTIST**. The **EXHIBITION** is a **GARDEN** project and therefore must align with **GARDEN** standards, guidelines, priorities, mission, and brand. **GARDEN** must provide final approval to any **EXHIBITION** component that presents a safety risk to visitors, staff, or the facility, or that deviates substantially from the **EXHIBITION** components agreed upon in the planning process.

PROMOTION

GARDEN will promote **EXHIBITION** and programs through a number of communications endeavors, including presence on **GARDEN'S** website, social media, email blasts, and press releases to local media. **GARDEN** will host an Artist's Reception/Grand Opening event and purchase a full-page ad designed by the **GARDEN** and approved by the **ARTIST** announcing the installation in APGA Magazine and other related art destination publications. Date to be determined.

INSURANCE

GARDEN will ensure **EXHIBITION** under its standard Insurance Policy, which contains the usual and customary exclusions. **ARTIST** will list insurance values with pricing information. **EXHIBITION** shall be condition reported and insured for physical loss. **ARTIST** has provided a Certificate of Liability Coverage naming **GARDEN**.

DOCUMENTATION, COPYRIGHT, OWNERSHIP

ARTIST agrees to permit **GARDEN** a nonexclusive, nontransferable license to use, reproduce, display, publish, modify, display, document, and publish **EXHIBITION** and its installation for archival, promotional, educational, and such other purposes as **GARDEN** shall determine. Such photographs and any copyright therein shall be the property of **GARDEN**. **ARTIST** shall receive from **GARDEN** at no cost digital files representing installation documentation and final view images.

RELATIONSHIP OF ARTIST AND GARDEN

ARTIST, in fabrication and installation of the work and services included in this Agreement, shall act as and be an independent contractor and not an agent or employee of **GARDEN**.

ARTIST agrees to defend, indemnify and hold harmless **GARDEN** and its agents, employees, volunteers, and trustees from any and all claims and liabilities arising directly or indirectly out of **ARTIST** or his/her assistant(s)' or agent(s)' activities hereunder.

ARTIST WAIVER OF LIABILITY:

Once the Work is installed in its display location, **GARDEN** will attempt to reasonably maintain, but not guarantee, the work in accordance with the Artist's reasonable written instructions.

TERMINATION: This Agreement may be terminated:

a. **GARDEN** shall have the sole right to terminate this Contract in the event of funding issues or due to a condition or event that occurs beyond the reasonable control of **GARDEN**.

b. By either party upon breach by the other party of a material provision of this Agreement which breach remains uncured for more than ten (10) days following receipt of written or electronic notice thereof from the non-breaching party; or, for a breach which cannot be cured within ten (10) days, for an additional period, reasonable in length, to allow the breaching party to effect a cure, provided that said party diligently pursues such cure, but in no event more than thirty (30) days following receipt of initial written or electronic notice from the non-breaching party.

c. By either party upon the insolvency of the other party, or upon the filing of a voluntary petition in bankruptcy by the other party or to have the other party declared a bankrupt, or upon the appointment of a receiver or trustee for the other party, or upon the execution by the other party of an assignment for the benefit of creditors.

d. Upon termination by **GARDEN**, Artist shall be entitled to payment for work completed until the date of the termination notice to the Artist.

THE SIGNATURES BELOW CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH PROVISION SET FORTH ABOVE.

PINECREST GARDENS/VILLAGE OF PINECREST

By: _____

Name: Yocelyn Galiano

Title: Village Manager

Date: _____, 2023

ARTIST

By: _____

Authorized Signature

Name: Donna Dodson

By: _____

Authorized Signature

Name: Andy Moerlein

Date: _____, 2023

The Myth Makers proposal for Pinecrest Gardens

The Myth Makers propose to install a series of our monumental Avian Avatars at the Pinecrest Gardens at several locations throughout the garden. The total number of our bamboo and mixed media sculptures in this site specific installation will be 6. Please see details below. Note the numbers correspond to our numbers on the attached map.

1. At the Entrance to the Garden on SW 111St/Killian Dr, a 15' tall Scarlet Macaw[^] welcoming visitors to the garden and celebrating the history of the Parrot Jungle.
2. Next to the Main Entry Building, a 30' tall Sandhill Crane* drawing visitors to the entrance like a beacon, towering over the trees in the parking lot, inviting guest to explore and contemplate the conservation efforts to preserve this threatened species.
3. Just past the Main entry, a 10' tall Cockatoo[^] riding a bicycle in the small garden that greets visitors. The sculpture celebrates Pinky, one of the garden's historic attractions.
4. In the Banyan Grove, a 25' tall Eastern Screech Owl* that invites visitor to enter and rest upon a bench inside. This exhibit connects with the large interpretive exhibit on the trail past the Meadow Garden.
5. Opposite the Banyan Grove, and the Meadow Garden, a 20' tall Peacock* that invites children to run through its 20 ft long tail in a maze of winding pathways. Since Peacocks hold forth in the garden, we think our interpretation of these majestic birds will invite awe and wonder in all ages.
6. Next to the Inspiration Center, a 15' tall Painted Bunting[^], drawing attention to unique bird life in Florida. The French name of the Painted Bunting, *nonpareil*, means "without equal," a reference to the bird's dazzling plumage.

[^] Denotes the creation of a new sculpture for the Pinecrest Gardens

*Denotes a loan of an existing sculpture for the Pinecrest Gardens



POINTS OF INTEREST

- 1. Main Entry Building
- 2. *Peace Bird* by Donald Lee Seiler
- 3. Hardwood Hammock & Lower Garden Area
- 4. Parrot Jungle Historic Bird Cage
- 5. Solution Hole
- 6. Cypress Slough
- 7. Historical Entrance Building
- 8. *Reclining Woman* by Donald Lee Seiler
- 9. Parrot Jungle Historic Bird Cage
- 10. Turtle Island
- 11. Original Snapper Creek Waterways & Aquatic Wildlife
- 12. Alligator Grottos
- 13. *Diatom Court* by Xavier Cortada
- 14. *La Danse* by Alice Pittaluga
- 15. *Longitudinal Installation* by Xavier Cortada
- 16. Hammock Pavilion
- 17. Splash 'N Play
- 18. Sotloff Memorial Garden & *Friendship* by Santiago Medina
- 19. Banyan Tree & Upper Garden Area
- 20. Meadow Garden & Historic Pathways
- 21. Patio & Pergola House
- 22. Lakeview Terrace & Dry Gardens
- 23. Lilly Pond & *Eternity* by Santiago Medina
- 24. Observation Tower & *Tropical Punch* by Patsy Rodriguez
- 25. Picnic Areas
- 26. Playground & Zoo
- 27. Learning Garden
- 28. Inspiration Center
- 29. Whilden-Carrier Cottage
- 30. Colonnade
- 31. Mangrove forest
- 32. Banyan Bowl
- 33. Hidden Garden

① Malow (parrot)

1. Scarlet Macaw @ entrance on SW 111St/Killian Dr



2. Sandhill Crane outside Main Entry Building



3. Cockatoo located just past the entrance near Peace Bird



4. Owl @ Banyan Tree



5. Peacock opposite Meadow Garden



6. Painted Bunting @ Inspiration Center

