



THE SEDONA VILLAGE MAIN STREET PARTNERSHIP

Agreement Regarding Donation to Acquire Artwork for Village of Oak Creek Roundabouts (amended 05-013-2025)

This Donation Agreement ("Agreement") is entered into as of the date of the last signature below, by and between _____ ("Donor"), SEDONA VILLAGE MAIN STREET PARTNERSHIP ("SVMSP") and its ART IN THE ROUNDABOUT COMMITTEE ("AiR"), collectively referred to herein as the "Parties."

Recitals:

- A. SVMSP has established an artwork acquisition fund (the "Fund") to acquire original artwork for installation within the Village of Oak Creek ("VOC") for public display by RRREMD, pending approval by the Arizona Department of Transportation (ADOT);
- B. AiR recently announced a public artwork competition for State Route 179 roundabouts at four intersections in the VOC. The announcement included the design requirements, themes, and selection process, as set forth in Exhibit A ("Call to Artists") attached hereto and incorporated herein by reference;
- C. On July 11, 2024, AiR recommended the proposal entitled Dream Catcher by artist Chris Navarro and Village Treasures by artist Reagan Word (the "Artwork"), illustrated in Exhibit B, attached hereto and incorporated herein by reference, together with the statement of Artist, product specifications, and Artwork image, as a finalist; the proposal having been rated by evaluating the Artist Statement/Conceptual Approach, Safety, Durability and Resistance to Vandalism, Public Opinion, and Artist Qualifications attached as Exhibit B;
- D. Artist's proposal has received a public viewing with a preference vote by the public on the finalists for the project;
- E. SVMSP desires to retain Artist to create, construct, and install the Artwork, and Artist is willing to perform such services under the terms and conditions set forth in a separate Agreement; and
- F. Donor agrees to make a monetary donation to SVMSP for the sole purpose of funding the creation, completion, and installation of the Artwork.

In consideration of the mutual covenants and agreements herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Donation Amount and Payment

1.1. **Donation Amount:** The Donor agrees to contribute the amount of \$_____ ("Donation") to fund the creation, fabrication, and installation of the Artwork.

1.2. **Payment Schedule:** The Donation shall be paid as follows:

- Initial Payment: \$_____ on or before _____;
- Subsequent Payment(s): \$_____ on or before _____.

1.3. **Acknowledgment:** SVMSP agrees to issue a receipt to the Donor for the Donation, confirming its intended use for the Artwork. SVMSP makes no representation to Donor regarding the tax treatment of the Donation.

2. Use of Donation

2.1. **Restricted Purpose:** The Donation shall be used exclusively for the creation, fabrication, and installation of the Artwork.

2.2. **Documentation of Use:** SVMSP agrees to provide the Donor with periodic updates on the progress of the Artwork, including budgetary reports, upon reasonable request.

3. Completion of Artwork

3.1. **Timeline:** SVMSP shall use reasonable efforts to ensure the Artwork is completed and installed by December 2027.

3.2. **Refund Conditions:** If the Artwork is not completed for any reason, including but not limited to lack of sufficient funding, inability to secure permits, or unforeseen circumstances:

- a. If none of the Donation has been used, SVMSP shall refund the entirety of the Donation to Donor.
- b. If some of the Artwork has been completed, SVMSP shall refund all unused portions of the Donor's contribution within thirty (30) days of determining that the project will not be completed.

3.3. **Alternative Use of Donation:** If the Donor consents in writing, SVMSP may retain the Donation to repurpose for another project of similar scope and intent.

4. Representations and Warranties

5.1. **SVMSP:** SVMSP represents and warrants that they are a nonprofit or charitable organizations in good standing and authorized to receive donations for public art projects.

5.2. **Donor:** Donor represents and warrants that the Donation is made voluntarily and without expectation of financial return or benefit other than recognition as described in this Agreement.

5.3. **Title to Artwork:** Donor understands that, upon final acceptance and final payment to Artist, SVMSP shall own the original Artwork, retaining the right to convey all rights, title, and interest in the Artwork to RRREMD or its assignee. Donor shall have no ownership interest in the Artwork at any point in the creation, fabrication, and installation of the Artwork or at any other time.

6. Termination: This Agreement may be terminated by either Party upon written notice if the Artwork is not commenced within two years of the Effective Date.

7. Release of SVMSP: Donor understands that SVMSP and RRREMD will make every effort to ensure the Artwork is completed and installed as intended and within the defined timeline. However, Donor understands that circumstances may arise that are outside of the control of SVMSP. To the fullest extent permitted by law, Donor hereby releases and holds harmless SVMSP, their officers, directors, employees, agents, and contractors (collectively, the "Released Parties") from any and all claims, demands, liabilities, or causes of action arising out of or related to:

- a. the use of the Donation in accordance with this Agreement;
- b. the design, creation, installation, or completion of the Artwork; and
- c. any unforeseen delays, modifications, or challenges associated with the Artwork project.

This release does not apply to claims arising from the gross negligence or willful misconduct of the Released Parties.

8. Miscellaneous

8.1. Entire Agreement: This Agreement shall constitute the entire agreement among the Parties hereto. No oral representation has been made by any of the Parties. This Agreement may not be amended, changed, modified, or rescinded except in writing signed by all Parties hereto. Any attempt at oral modification of this Agreement shall be void and of no effect.

8.2. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.3. Amendments: No amendments or modifications to this Agreement shall be valid unless made in writing and signed by all Parties.

8.4. **Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through mediation, and if mediation is unsuccessful, in a court of competent jurisdiction in Arizona.

8.5. **Severability:** If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person, Party, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, Party, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

8.6. **Waiver:** The waiver by any Party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

8.7. **Counterparts:** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

amended _____
Signature – SVMSP Title *Date*

PRINTED NAME

Signature – Donor *Date*

PRINTED NAME

Exhibit A



CALL TO ARTISTS **Village of Oak Creek, AZ** **Accepting Proposals for 3-Dimensional Public Art** **Art-in-the Roundabouts Committee**

September, 2023

Mission Statement: To display the story of our community with inspiring public art.

How: The Art in the Roundabout (AiR) Committee will develop a process and structure to facilitate the selection and installation of works of art to be placed on the four roundabouts located in our community on State Route 179, and ensure they are properly maintained.

Background

The Big Park region, which includes the Village of Oak Creek, is part of the greater Sedona region. Sedona is often cited as one of the most beautiful towns in the US (#3 cited in recent article in Architectural Digest).

The Red Rock Scenic Byway gracefully meanders through the Village, then winds past famous rock structures, terminating in the uptown business district of Sedona. The landscape along that route is breathtaking, with towering red rock features to either side, that have been inspiring an unforgettable sense of awe since man first arrived.

The Greater Sedona area attracts more than 3 million visitors/year for the experience of outdoor recreation (hiking, mountain biking, equestrian, golf), sightseeing – including appreciation of cultural artifacts of Native American peoples, and world class resorts/spas and art galleries.

It is also home to many families and retirees, attracted by the availability of year-round outdoor recreation, Dark-Sky tranquility, abundant wildlife, proximity to a major university in Flagstaff to the north, the metropolis of Phoenix to the south, and a thriving tourist economy.

Through the center of the Village of Oak Creek stretches a 2.6-mile section of the magnificent Red Rock Scenic Byway. The road serves as the

Big Park-Village of Oak Creek Vision Statement

Our community honors and protects its quiet, small-town feel and southwestern heritage.

We value and support low-density, low-rise, walkable development design to preserve our exceptional Red Rock views, open spaces, and cherished International Dark-Sky designation.

Priorities include the health, welfare, education and safety of residents, reliable broadband and infrastructure and access to abundant educational, recreational and cultural opportunities.

As part of our economy, we support sustainable tourism practices that enrich the quality of life for residents and future generations.

*Approved by Big Park Council
March 2023*

welcoming gateway to Sedona's famed Red Rock Country and as our community's charming Main Street.

The Byway (SR-179) was designed by the Arizona Department of Transportation (ADOT) with roundabouts, rather than traffic signals, to provide aesthetic and safety benefits. Each roundabout was constructed with an 8-ft diameter concrete pad intended for the installation of art. Four of these roundabouts run through the Village.

Locations of Proposed Artworks

For the purpose of this project, the roundabouts are identified by their intersection with SR179, and proceeding from south to north, as follows:

- Location 1: SR179/Ridge Trail/Las Posadas (the southernmost)
- Location 2: SR179/Jacks Canyon/Verde Valley School Road
- Location 3: SR179/Cortez Road
- Location 4: SR179/Bell Rock Boulevard (northernmost)

Project Sponsor

The Big Park Regional Coordinating Council (Big Park Council and/or BPRCC) provides the Big Park region, including the Village of Oak Creek, with a structured, representational organization to serve the community's interests. On May 12, 2022, the Big Park Council created an Art in the Roundabouts (AiR) standing committee to explore and complete the design for the beautification and edification of our community. This Art in the Roundabouts Committee maintains an informative website at <https://www.ourvillageart.org>

Project Process

The process plan for the AiR project will meet two essential goals. First, ensure strong community participation – with the selected artworks reflecting the unique character and heritage of our Village. And secondly, the plan will ensure that the artworks visually and thematically complement the surrounding landscape, which is our community's trademark.

Community participation will be invited at various intervals through surveys and potentially public displays to achieve the broadest acceptance possible. Residents will have the opportunity to express preferences, including artistic themes and characteristics consistent with “displaying the story of our community”.

Proposed Themes

The Committee's mission is to display the history of our Village in the roundabout artworks. Through the process of a recent community survey, the community has endorsed the following themes:

- a. Our Native American heritage
- b. Our abundant wildlife
- c. Our western heritage
- d. Our cattle-ranching history
- e. Our manifold outdoor recreational opportunities, such as hiking, biking, birding and golfing

While the Committee has identified the above-mentioned themes, it will also consider other themes consistent with our mission to represent the history of our community.

Materials and Requirements of the Work

The Committee has set forth the following criteria:

- a. All proposed art must be unique and original.
- b. All art must respect the Village commitment to stewardship of our incomparable red rock scenery
- c. Proposed art must exhibit or reflect the desired themes
- d. Proposed art must incorporate thematic depth, to uplift and provoke thought
- e. Proposed art must be appreciable over a range of viewing distances
- f. Proposed art must be viewable from all sides (no “back”)
- g. Proposed art must not encourage pedestrian access to the roundabout, for safety reasons
- h. Proposed art must improve and not detract from the safety of the site
- i. Proposed art must be of high quality in fabrication and finish
- j. The artwork must be durable, requiring minimal maintenance, and fabricated of materials with a proven track record of viability in public artworks
- k. We believe that the artwork should employ weathering steel sheet metal, as opposed to any foundry cast product, for affordability
- l. The artwork must be contained within the rock walls in the roundabouts, placed on the 8' diameter of the concrete pad provided by the Arizona Department of Transportation
- m. Height may not exceed 20 feet. However, it is the Committee's desire to avoid any interference with travelers' sight lines of our red rock scenery, which might suggest a lesser height.
- n. Artwork must be appreciable from each of the four traffic directions at each roundabout.
- o. Artwork should be constructed in a manner to discourage theft and/or vandalism.
- p. Artwork requiring supply of water or electricity will not be considered.

Agency Approvals

Both the Arizona Department of Transportation and Yavapai County will require their agency review for safety before the selected art is installed.

Eligibility

There are no minimum eligibility requirements.

Application and Selection Process

- a. Artist and /or Artist Team Contact: Provide complete and accurate contact information
- b. Proposal:
 - Artist's resume not to exceed two pages
 - Include 2-5 digital conceptual images for each piece of art being proposed
 - Include your project statement describing your approach, the project intention, art dimensions, time required to execute and install, and proposed materials
 - Provide an estimated budget, display and installation requirements for each piece of art
 - If the artist wishes to submit more than one proposal, a full application is required for each art proposal
- c. The artist is requested (but this is not required) to designate the location for each proposed artwork, and the artist's rationale therefore (see Project Locations on Page 2)
- d. References regarding Past Work: Provide relevant references for each reference work
 - Main contact: Name, organization, email and phone number
 - Project Location
 - Scope and Description of Project (include digital images)

- Cost of art and its installation
- Project timeline
- e. All materials to be submitted on a thumb drive; images in JPEG format, 1920 pixels on longest side and 300 dpi.

Timeline

The Committee has established the following timeline:

- 9/1/2023 Issue Call to Artists
 - 11/30/2023 Artists' Submittal deadline
 - 12/15/2023 AiR Committee to acknowledge receipt of artist submittals
 - 1/31/2024 Report to Council on committee's evaluation and recommendations
 - 2/15-2/28/2024 Community charettes to display submitted artworks and receive community feedback as input to final selections
 - 3/1-3/31/2024 Further interaction with artists to refine their offers
 - 4/15/2024 Report to Council on final selection(s) and recommendations
- If invited to the charette(s), artists shall provide at least one 24" x 36" poster board of his/her proposed art.

Project Budget

The Village of Oak Creek is an unincorporated community in Yavapai County with a population of about 6,000. As such, it has no municipal funding source. Project funding is expected to originate with community benefactors who have expressed interest in underwriting the Committee's selected art. The Committee believes that funding is available for the first artwork, based on conversations with a prospective donor. Additionally, the Committee will be seeking grants from agencies such as the Arizona Commission on the Arts and the Arizona Community Foundation.

Village of Oak Creek Art in the Roundabouts Agreement

Once selected, each artist will be required to execute a copy of the Agreement between the BPRCC and the artist. This Agreement is currently in preparation and will be available later this Fall.

Artist Copyright

The Committee suggests that each artist choosing to submit a proposal should consider trademarking his/her artwork prior to submittal of the proposal.

Artist Submittals

Submittals shall be mailed **to arrive no later than 11/30/2023** to:

*Big Park Council
Art in the Roundabouts Committee
PO Box 21021
Sedona, AZ 86341*

Closing Comments

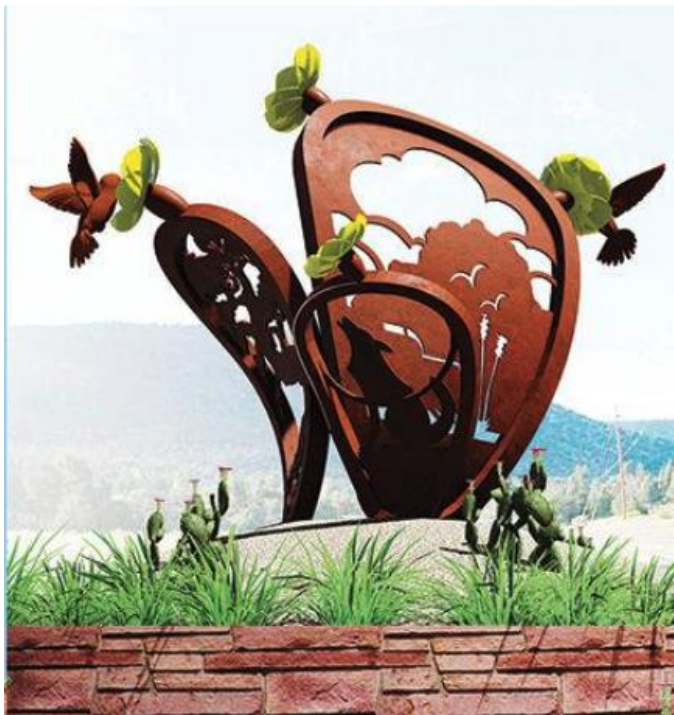
Neither the Committee nor the BPRCC shall be responsible for any expense for the artist's preparation of his/her proposal. Neither the Committee nor BPRCC is obligated to select any art whatsoever. Any pre-submittal questions may be submitted the Art in the Roundabouts website: ourvillageart.org.

For more information, including background on the project and images of the roundabout locations: OurVillageArt.com

Exhibit B



Dream Catcher by Chris Navarro



Village Treasures by Reagan Word