



Public Art Mural Grant Outline

The City of Monroe and The Union County Community Arts Council (UCCAC) are partnering to provide assistance in creating a series of murals for Downtown Monroe's Central Business District (CBD). These murals are part of an ongoing effort to craft a thriving public art environment that will enhance the Downtown area while supporting our economic development strategies and vision for Downtown. Not only will this grant assist Downtown property/business owner who wish to have an exterior rear or side wall mural but also assure the maintenance and image matches various unique characteristics that sets Monroe apart from other destinations.

The grant assists with the cost associated with the exterior mural that resides within the CBD and can significantly reduce these costs by as much as 50% up to a limit of \$2,000 matching funds. Furthermore, the Grant allows murals to be registered as an official mural which can be placed on city wayfinding maps and marketing materials for promotional purposes. Up to three (3) mural projects will be considered for funding each year.

Any property owner of a building or tenant, located within the CBD, may apply for the Art Mural Grant if the following criteria are met:

1. Mural must be for the exterior renovation of an existing building only.
2. The proposed Mural must meet all applicable zoning requirements.
3. Artwork shall not contain logos
4. Artwork shall be in compliance with the City of Monroe's sign ordinance
5. Artist must stick to the approved design. Major changes to the design must be approved by the Downtown Advisory Board (DAB), the UCCAC, and the property owner
6. Artist may sign their name in small print at the bottom corner of the mural.
7. The mural must be maintained by the grantee for 5 years after its completion
8. At least 5 years have elapsed since the last art mural grant was awarded to the applicant
9. Must complete the following forms:
 - ✓ Guidelines and Process for installing an exterior mural in the City of Monroe
 - ✓ Mural Application
 - ✓ Public Art Mural Agreement



Public Art Mural Guidelines

October 2019

Thank you for your interest in Installing Murals on Public or Private Property. The following information is intended to assist the applicant and artist with the process.

Overview

This Grant allows the funding of a mural project only if it is approved by the Union County Community Arts Council (UCCAC) and the Downtown Advisory Board (DAB).

The costs associated with installing a mural are not covered by the City of Monroe until the approval and installation of the mural has been completed. It is in the agreement between the artist and applicant to maintain the mural for at least 5 years.

Guidelines

The approval process for installing murals on public or private property within the City of Monroe is administered by the City of Monroe's Downtown office with the assistance of UCCAC and the DAB. Proposed murals are reviewed by the UCCAC and DAB. All property owners must sign an Art Easement form and all art murals approved, through this process, can become part of the City's public art collection for as long as the Art Easement remains in effect.

All applicants are required to meet with the staff liaison at least one month prior to submitting an application. To schedule an appointment contact Matthew Black at 704-292-1705 or mblack@monroenc.org.

Any applicant (artist, property owner, etc.) intending to create a mural on an exterior wall that is visible from a public right-of-way and within the boundaries of the Central Business District (CBD), must apply for approval through the following process.

Approval Process

Applicant shall:

1. schedule an appointment and meet with City of Monroe staff for an informational overview of the process and initial review of the proposed project
2. complete an Art Mural application,
3. obtain a signed Art Agreement from the property owner and artist,
4. prepare a mural presentation package as described in the Criteria for Approval of Wall Murals,
5. schedule to attend the DAB with the mural package and possible questions

6. Submit a complete mural presentation package to staff 10 days prior to the UCCAC and DAB meeting (only packages that are totally complete will be accepted).
7. Matching funds will be disbursed ½ upon approval (based on prep and supply estimate) and the remaining ½ upon completion.

Criteria for Approval of Wall Murals

The work of the artist should be of professional quality; the mural itself must also be of exceptional quality and of enduring value for the City. The mural should be professionally designed and executed with consideration to the following criteria:

1. original art which pertains to Monroe's uniqueness and aligns with Monroe's vision and economic development strategies
2. Appropriateness of the visual imagery for all audiences (not reflecting partisan politics or containing sexual or religious content or expressing a commercial aspect etc.),
3. choice of visual imagery that enhances the aesthetic experience within the City and the character and nature of the site,
4. Appropriateness of the design for all view points to the mural (by pedestrians, from moving vehicles, seated audiences etc.),
5. suitability of the wall surface to receive proposed materials and to enable technical detailing, wall preparation required, and directional exposure of the mural to minimize fading of color, and
6. All installation issues.

Mural Presentation Package

The mural presentation package to be review by the City of Monroe/ UCCAC must contain the following:

1. photos of the proposed location of mural,
2. artist's professional portfolio of mural work; examples of demonstrated ability from prior projects to carry out the project as designed,
3. scaled, color drawings illustrating the proposed mural and actual materials and finish samples with their locations designated on the mural drawing,
4. explanation of imagery concept including:
 - how the artwork enhances the existing character of the site through scale, color, material, texture, and content,
 - how the mural considers the social dynamics of the location, and
 - how the artwork considers the historical, geographical and cultural features of the site as well as its relationship to the existing architecture and landscaping, and
5. description of maintenance issues:
 - Statement regarding the durability of the artwork and its potential to require ongoing maintenance.

UCCAC and DAB Process

The UCCAC and DAB will review the completed mural presentation package in a public meeting with the applicant(s). Adjacent property owners will be notified of the meeting in advance.

1. The UCCAC and DAB will consider the proposal and advise the artist whether or not the mural fits the criteria to move forward and whether additional information is required from the artist.
2. If modifications are needed the applicant(s) should be prepared to attend a second meeting with the UCCAC and DAB to present modifications to the work or answer

- further questions.
3. The UCCAC and DAB will make a final decision and advise the applicant.

Review of Project during Execution

The City of Monroe/ UCCAC will review the project during the mural execution three times. The artist must notify staff at the end of each of the following steps:

1. After the wall is prepped (Mural: Masonry Wall Prep) and ready for paint. At this step, the City of Monroe/UCCAC will also review the paint colors to ensure they are the same colors approved during the review process
2. Halfway through the painting process
3. Mural must be completed within 6 months of the application approval
4. Within seven days of completion for review of compliance with approved documents, drawings, materials and finishes (including all voided checks and invoices).
5. If the mural is not executed according to the approved concept, the City/UCCAC retains the right to suspend payment to the applicant.



Public Art Mural Application

City: State: Zip:

Artist Name: Email:

Artist's Address Line 1:

Artist's Mailing Address (if different):

City: State: Zip:

Artist website:

Proposed Mural Building:

Name of Property Owner of proposed mural Building (if different from applicant):

Owner phone and email:

Proposed Mural Building Street Address:

Property Owner mailing address:

City: State: Zip:

Dimensions of proposed mural wall:

Has the owner given permission for a mural to be painted on the proposed wall?

The wall is (circle one): brick cinderblock stucco wood other

Describe the ground in front of the wall (condition, debris etc.)

Sponsoring Person/Organization (person responsible for mural costs and deposit)

Sponsoring Name:

Sponsoring phone and email:

Sponsoring Mailing Address:

City:

State:

Zip:

Please describe the project, the specific location of the mural and why a mural will enhance the area.

Can the wall be seen from the public right of way (e.g. sidewalk, alley, street etc.)?

Have you selected a professional mural artist?

Describe the theme/image you envision for this mural if known at this time.

Why do you want a mural at this location? How will the mural benefit the neighborhood? Community?

What funding do you have for the project?



Public Art Mural Agreement

This agreement is made in duplicate the _____ day of _____ 20__ between:

A: _____
“The Artist”

and

B: _____
“The Client”

1. Definitions

“Agreement” means this contract and any schedules or appendixes supplemental to it.

“Commission Fee” means the sum of \$ _____ payable to the Artist in accordance with Section 5

“Client” means _____,

“Design” means the mural design shown and described in Schedule A of the Agreement; that is, the Artist’s concept as accepted by the Client.

“Designated Storage Area” means any place or places agreed upon by the Artist and Client for storage of tools and materials to be used in the execution of the Work.

“Project” means the mural project for which this Agreement is made.

“Site” means the location at which the mural will be installed.

“Work” means all of the duties performed by the artist to execute and carry out the Design.

2. Execution of the Work

2.1 The Client hereby commissions the Artist and the Artist hereby agrees to execute the Work in accordance with the terms of the Agreement.

2.2 The Artist agrees to execute and carry out the Work in a careful and professional manner and to ensure that all the workmanship is of the highest quality and is substantially expressive of the approved Design.

2.3 Unless the Artist is prevented from completing the Work by and act or omission of the Client or by anyone employed or engaged by the Client, either directly or indirectly, or by a cause beyond the Artist’s control, the Work shall be completed by the _____ day of _____, 20__, unless otherwise agreed by the parties.

3. Site and Site Preparation

3.1 The Artist shall execute and carry out the Work at the Site (Painting)

OR

3.1 The Artist shall execute and carry out the Work away from the Site (Canvas Design)

3.2 The Site for the Work shall be

3.3 All Site preparation including, but not limited to provision, cleaning, and preparation of support materials to receive the work, shall be the responsibility of the _____ (Artist OR Client) and shall be completed by the time of commencement as set forth in this agreement.

4. Labor and Materials

4.1 The _____ (Artist OR Client) will supply, at its own expense, all materials necessary to enable the Artist to carry out and execute the Work in accordance with this Agreement, including but not limited to scaffolding, ladders, support materials, storage facilities, protective covering, base materials and paint. All such materials shall be durable and of good quality and appropriate for the Work and the Site, and shall be in accordance with the Design.

4.2 The Client and the Artist agree to consult and agree upon appropriate materials for the Work.

4.3 Responsibility for installation of the Work, when it is completed, shall be by the _____ (Artist OR Client) including but not limited to delivery of support materials to the Artist, transportation of the completed Work to the Site, and labor and hardware required for installation. After installation and prior to the public unveiling the Artist shall touch up and/or repair the mural to ensure it is in accordance.

4.4 Where necessary during the execution and installation of the Work, and following completion of the Work, the _____ (Artist or Client) will keep the Site clean and tidy, and remove any unwanted materials.

4.5 Any permits, license, or consents necessary to enable completion of the Work shall be obtained by the _____ (Artist or Client).

5. Payments, Expenses, and Costs

5.1 The Commission fee payable by the Client to the Artist for the Work shall be the sum of \$_____.

5.2 The Commission fee shall be paid by the Client to the Artist in accordance with the following pay schedule:

6. Risk and Insurance

6.1 All risk of direct physical loss or damage to drawing model, renderings, maquettes, or materials for the Work shall be the responsibility of the _____ (Artist OR Client).

6.2 Once the Work has been acknowledged completion by both parties, all risk shall be the responsibility of the _____ (Artist OR Client) thereafter.

7. Inspection and Work Changes

7.1 The Client and its representatives or authorized agents shall at reasonable times have access to the Work.

7.2 No substantial changes in the Work shall proceed without the prior written consent of both parties, or without prior written agreement to any changes in the Commission Fee, allocation of costs and expenses, time for completion of the Work, etc.

8. Maintenance and Repair

8.1 The Client will use its best efforts to maintain and repair the work, and will bear all responsibility and cost for same.

8.2 If any maintenance or repair of the Work is required that affects the artistic integrity of the Design, the Client agrees to use reasonable efforts to contact and consult with the Artist before undertaking any such maintenance and repair, and to give the Artist an opportunity to carry out such maintenance or repair it undertakes.

8.3 Shall the artist be unavailable, unwilling or unable to carry out such maintenance and repair, the Client shall make all reasonable effort to maintain the artistic integrity of the original design.

9. Delays

9.1 The artist shall complete the Work on the agreed upon date (see 2.3). If the artist is delayed in the performance of the Work by a cause beyond the Artist’s control, the time for completion of the Work shall be extended for such reasonable time.

10. Copyright and Moral Rights

10.1 The Artist allows images of the Work to be used for promotional material with consent of the Client.

10.2 The Artist agrees to the uniqueness of the Work, which is not to be replicated in any other form or project.

10.3 The Client agrees the Work will be used in a way which is morally reasonable and cannot negatively affect the Artist’s image.

11. Dispute Resolution

11.1 The parties agree to use their best efforts to settle any disagreement as to the meaning and interpretation of this agreement.

11.2 In the event that the parties cannot agree upon a remediation, the agreement can be dissolved, in writing, by either party, by giving a 30 day notice.

12. Miscellaneous

12.1 Any notice, document, or other communication required or permitted by this Agreement to be given to both parties and shall be in writing and shall be attached to this Agreement.

12.2 This Agreement shall be governed by the laws of North Carolina.

This Agreement shall be binding on the parties, and their heirs, executors, administrators, successors, and assigns.

The parties have executed this Agreement on the ____ day of _____, 20__.

The Client

The Artist

Witness

Witness