

## Public Art Advisory Committee Meeting

October 28, 2025

12:00 p.m.

Council Chambers, 305 SW A Street

Contact [skerr@bentonvillear.com](mailto:skerr@bentonvillear.com) to request participation via Zoom.

THE CITY OF BENTONVILLE



PUBLIC ART ADVISORY COMMITTEE

### AGENDA

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#### **Members**

- 1 Elizabeth Miller
- 2 Allan Paulose
- 3 Sara Asplund
- 4 Kate Schaffer
- 5 Anne Jackson, Vice Chairperson
- 6 Clint Schaff
- 7 Tom Hoehn

#### **Ex Officio**

- Beckie Seba, City Council  
Kalene Griffith, Visit Bentonville  
Alison Nation, Visit Bentonville  
Cynthia Post Hunt, Crystal Bridges/The Momentary  
Melisa Durkee, OZ Art

#### **Staff**

- Shelli Kerr, Comprehensive Planning Manager  
Josh Stacey, Deputy Director of Parks

1. Call to Order
2. Approval of Minutes \* – September 30, 2025 Vote Required
3. Election of Chairperson Vote Required
4. December Meeting Vote Required
5. 2026 Meeting Times

#### **PROPOSALS - None**

#### **OLD BUSINESS**

6. Public Art Program Improvements Vote Recommended
  - Art. 2-IX Art in Public Places Amendment (Draft 3) \*
  - New Public Art Policy (Draft 3) \*
  - PAAC Bylaws Amendment (Draft 3) \*

#### **NEW BUSINESS**

7. BPL & OZ Art Loan Extension Vote Required

#### **PROJECT UPDATES**

8. Sewer Main – *Fish of Bentonville*
9. J and John DeShields Roundabout

#### **OTHER BUSINESS**

#### **ADJOURNMENT**

\*Attachment

## Public Art Advisory Committee Meeting

September 30, 2025

12:00 p.m.

Council Chambers, 305 SW A Street

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THE CITY OF BENTONVILLE



PUBLIC ART ADVISORY COMMITTEE

## MINUTES

<u>Member</u>	<u>Attendance</u>	<u>Ex Officio</u>	<u>Attendance</u>
1 Elizabeth Miller	In person	Beckie Seba, City Council	Virtual
2 Allan Paulose	Virtual	Kalene Griffith, Visit Bentonville	Absent
3 Sarah Asplund	In person	Alison Nation, Visit Bentonville	In person
4 Kate Schaffer	Absent	Cynthia Post Hunt, Crystal Bridges/The Momentary	In person
5 Anne Jackson, Vice Chairperson	In person	Melisa Durkee, OZ Art	Absent
6 Clint Schaff	In person		
7 Tom Hoehn	Absent		
		<u>Staff</u>	
		Shelli Kerr, Comprehensive Planning Manager	In person
		Josh Stacey, Deputy Director of Parks	Absent

**Guests** – Bonnie Bridges, Michael McCranie

**1. Call to Order** – Anne called the meeting to order at 12:02 pm.

**2. Welcome New Member** – Sara Asplund

**3. Approval of Minutes**

*Elizabeth made a motion to approve the August 26, 2025, minutes. Clint seconded. All in favor, motion passed 5-0.*

**4. Election of Chairperson**

*Elizabeth made a motion to table the election to the next meeting. Clint seconded. All in favor, motion passed 5-0.*

**PROPOSALS** - None

## OLD BUSINESS

**5. Public Art Program Improvements**

Shelli identified the changes made from the initial draft of the code amendment and public art policy. The committee provided the following feedback.

### *Code Amendments:*

- *2-553 Membership:* Correct spelling of OZ Art NWA.
- *2-551 Bentonville Square:* Should this be an exemption from the regulations instead of prohibiting artwork – since the city doesn't own it but maintains it?
- *Generally:* Where applicable, include artist or representative.

### *Policy*

- *3.A.3 Collection Development Purpose:* Change “values” to “standards.”
- *3.B.4 Donations:*
  - Provide additional details on how to accept monetary donations.
  - Is a piece like All Bikers Welcome considered a donation and should be treated as such?
  - In the agreement, clarify that the city owns it and what can and cannot be done with the artwork or money.
  - How to handle if A&P funds a piece – is that also a donation?

- *3.D.2 Compliance Check:* Even if a proposal doesn't pass the compliance check, the committee would like to see the proposal as a courtesy.
- *3.E.2 Context:* Concerns that this is limiting and should be related to the context to the display site.
- *3.E.3 Durability and Maintenance:* This needs to include evaluation of the life span and the impact on the city's future budget.
- *4.G Alteration of Approved Design:* Need specifics on what would be considered a significant change that warrants it going back through the review process for an amendment. Maybe a percentage change.
- *4.K Signage:* Questioned if there is any issue of having the lender logo on the sign or stand. As a lender or donor, Shelli stated there is no issue with the sign regulations.
- *6.E Life Span of the Art:* Agreement should include intended lifespan, maintenance required to meet that life span and separate requirements for interior vs exterior.
- *7.E Deaccession:*
  - Can an artist repurpose their artwork.
  - Do we have the authority to destroy.
  - What if someone takes it out of a landfill and tries to sell.
  - Need clarification on the city's disposal policies.
  - Does the artist want to make the repairs to extend the life span?
- *8 Reconsideration:*
  - Responsibility for covering costs associated with a reconsideration should be clearly explained within the agreement.
  - Often murals are just painted over and the costs for that need to be identified in the agreement – usually the city would pay for mural removal.

**NEW BUSINESS** - None

**PROJECT UPDATES**

**6. Proposals**

Shelli stated that the Community Center Painting and the Old Tree Sculpture are on hold until the policy is adopted.

**7. Installations**

- Sewer Main – *Fish of Bentonville* – Artist is working on this.
- J and John DeShields Roundabout – Moving forward with getting site details approved.
- *Thaden School Urban Studies Library Mural* - No action.
- *Trout Crosswalk Mural* – No action.

**OTHER BUSINESS**

**8. Public Art 101 Workshop** – Allan has shared information about a workshop he is organizing.

**ADJOURNMENT**

*Clint made a motion to adjourn. Elizabeth seconded. All in favor, motion passed 4-0. (Allan had left the meeting.)*

Meeting adjourned at 1:27 pm.

ORDINANCE NO. \_\_\_\_\_

**A ORDINANCE AMENDING ARTICLE 2-IX ART IN  
PUBLIC PLACES AND RELOCATING THE PUBLIC ART ADVISORY  
COMMITTEE TO CHAPTER 12 BOARDS, COMMISSIONS AND AUTHORITIES;  
AND FOR OTHER PURPOSES**

**WHEREAS**, City Council requested improvements to the regulation of art on public property, and

**WHEREAS**, the Public Art Advisory Committee regulations should be moved into Chapter 12 Boards, Commissions and Authorities;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS, THAT:**

Section 1: That Bentonville Municipal Code Chapter Article 2-IX Art in Public Places should be and is hereby amended with the following *Exhibit A: Art in Public Places Amendment* three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully.

Section 2: That Bentonville Municipal Code be amended by adding *Exhibit B: Public Art Advisory Committee* to Chapter 12 Boards, Commission and Authorities, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully.

Section 3 - Severability Provision: If any part of this ordinance is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All ordinances, resolutions, or orders of the City Council, or parts of the same, in conflict with this ordinance are repealed to the extent of such conflict.

Section 5. That this ordinance shall be in full force and effect 30 days from and after the date of its passage.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**

## Exhibit A

### Amendment to Art. 2-IX

*Underlined text to be added, strikethrough text to be deleted*

#### ARTICLE 2-IX ~~ART IN PUBLIC PLACES~~ ART ON CITY PROPERTY

##### Sec 2-548 Purpose

Art enhances Bentonville's identity as a community that values creative and diverse expressions. It builds our sense of pride and enriches our lives. Public art supports ~~the~~ creative industries, enriches public places, boosts tourism, strengthens the local economy, and inspires creativity and innovation. ~~creating opportunities for artists, designers and fabricators. In recognition of the importance~~ Acknowledging the value of integrating public art into the daily lives of the citizens of Bentonville, the city council ~~establishes the following policy for the purpose of~~ enacts this article to provide ~~ing~~ opportunities for displaying public art on city property and to create exciting and attractive public spaces.

The goals of the policy are:

- ~~(a) To ensure that artwork and the creative concepts of artists are supported.~~
- ~~(b) Serve as an act of public trust and stewardship for public art.~~
- ~~(c) To increase public awareness and enjoyment of the visual arts.~~
- ~~(d) Establish a process for selecting and exhibiting art on city-owned property.~~
- ~~(e) Guide the city staff in the implementation of a public art program.~~

##### Sec 2-549 Applicability

This article applies to all public art on display, installed, placed or otherwise located on city property. This article does not apply to art installed on private property, including art on privately owned structures that sit on land leased from the city or temporary art installed on construction safety fencing as part of an active right-of-way permit. ~~These regulations perhaps broadly falling within the definition of "public art," these regulations are not intended to apply to and shall not apply with respect to pictures, decorations, or other displays placed or allowed by city or other government officials or employees on public property. The control of such displays shall be solely within the discretion of city staff or other governmental officials based on city policies, procedures, agreements, and customs as well as any applicable law.~~

##### Sec 2-550 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, ~~except where the context clearly indicates a different meaning:~~

- ~~1. Artist (Visual).~~

Exhibit A - DRAFT 3 - 10/23/2025

- ~~1. One who works in, is skilled in, or conceptually creates in any area of the fine arts, such as painting, drawing, sculpture, etc., but also including one whose skill and primary focus are cross-disciplinary.~~
  - ~~2. A practitioner in the visual arts generally recognized by critics and peers as a professional possessing serious intent and ability.~~
  - ~~3. A "professional artist" is any person who by virtue of professional training, exhibition history, and/or critical review is recognized as skilled in creating works of art.~~
  - ~~4. A person who has a reputation of artistic excellence, as judged by peers, through a record of exhibitions, public commissions, sale of works, educational attainment, or other means.~~
  - ~~5. A person who is a working professional making the majority of their income from creating artworks.~~
- ~~2. *Artwork or work of art.* All forms of original creations of visual art which may be portable as well as permanent. To include, but not be limited to:~~
- ~~1. Paintings of all media, including both portable and permanently affixed works such as frescoes and murals;~~
  - ~~2. Sculpture of any form and in any material or combination of materials. To include statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration. Also included are reliefs, mobiles, kinetic, and electronic sculptures;~~
  - ~~3. Other works of visual art, such as inscriptions, stained glass, fiber works, carvings, mosaics, photographs, drawings, collages, assemblage, textile works, and prints. Also included are crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials;~~
  - ~~4. Artist designed landscapes and earthworks, including the artistic placement of natural materials or other functional art objects;~~
  - ~~5. Media and electronic arts.~~
- ~~3. *Public art.*~~
- ~~1. Artworks or art places created by an artist, artists, and/or a collaboration of artists and design professionals, for a public place for the public to experience, or for a public purpose.~~
  - ~~2. Art or design that is created specifically for a public context or place which, through a public process, influences that context or place in a meaningful way.~~
  - ~~3. Artwork that is publicly visible and accessible for a minimum of eight hours per day.~~

- ~~4. *City maintained property.* Any structure, land, infrastructure, or open space that is owned and/or maintained by the City of Bentonville, including, but not limited to, buildings, parks, and street right of way.~~

### **Sec 2-550 Exemptions**

The following art on city property is exempt from this article.

- (a) Art mass produced or created primarily for media, merchandising, advertising, promotion or commercial purposes or employee office décor, pictures or other displays not readily visible to the public. The control of such displays shall be solely within the discretion of city staff or other governmental officials based on city policies, procedures, agreements, and customs as well as any applicable law.
- (b) Temporary displays of student artwork inside city buildings, if authorized for display by the applicable city department.
- (c) Art recognized in an ordinance adopted by the city council as being outside the scope of this chapter.

### **Sec 2-551 Public Art Advisory Committee**

- ~~1. *Role.* The public art advisory committee (PAAC) serves in an advisory capacity to:~~
- ~~1. Review artist proposals for placement of artworks on city maintained property, making recommendations for fabrication and acquisition.~~
  - ~~2. Serve as a jury for artwork competitions, making recommendations of finalists to the city council.~~
  - ~~3. Provide technical advisement to staff to develop a public art program.~~
- ~~2. *Membership.*~~
- ~~1. *Appointed, voting members.* At least five (5) and no more than seven (7) residents of Bentonville, recommended by the mayor and approved by the city council, shall serve as voting members of the public art advisory committee (PAAC). At least four (4) of the members shall be arts professionals. Arts professionals for these purposes are defined as: curators, visual artists, art critics, art historians, art collectors, art fabricators, architects, landscape architects, art educators, graphic artists, and other persons with a visual arts or design background.~~
  - ~~2. *Ex-officio, non-voting members.* The Bentonville Convention and Visitors Bureau, Crystal Bridges Museum of American Art, and The Momentary may designate a representative to serve as an ex-officio, non-voting member. One member of city council, as appointed by the mayor and approved by the city council may serve as an ex-officio, non-voting member.~~

- ~~3. *Terms.* Terms shall be limited to three years. No member shall serve more than two, three-year terms.~~
- ~~4. *Bylaws.* The public art advisory committee shall adopt bylaws and rules of order.~~
- ~~5. *Staff support.* City of Bentonville staff shall provide support to the public art advisory committee to establish meeting date, times, and locations; prepare agendas, provide necessary documents, and provide meeting minutes. At least one representative from the Bentonville Parks and Recreation Department and at least one representative from the community development department shall serve on the public art advisory committee as staff support, non-voting members.~~
- ~~6. *Meetings.* The public art advisory committee shall meet at least quarterly.~~

### **Sec 2-551 Prohibitions**

- (a) *Obscenity.* Art that is obscene as defined by A.C.A. 5-68-302 et seq. is prohibited on city property.
- (b) *Violation of law.* Art that violates any local, state or federal laws is prohibited on city property.
- (c) *Advertising.* Art that includes but is not limited to images, text, logos, patterns, etc. that are in any way affiliated with non-city entities, organizations, businesses, and groups are prohibited on city property. Such determination will be made by the Planning Director taking into consideration city sign regulations. Artist signatures are not considered advertising.
- (d) *Sales.* Sales information for artwork approved for display is prohibited on city property.
- (e) *Revenue generation.* Art approved for display on city property shall not be used by any non-city entity to generate revenue, including fundraising.
- (f) *Bentonville Square.* Artwork, other than works of art currently in place at the time of adoption of the ordinance codified in this section, shall not be displayed on the Bentonville Square, which is the area bounded on the south by E. Central Ave., on the east by SE A St., on the north by NE 2nd St, and on the west by N Main St.

### **Sec 2-552 Selection Criteria**

The public art advisory committee (PAAC) will use the following criteria in reviewing works of art:

- ~~1. *Artistic quality and merit.* Due consideration will be given to the strength of the artist's concept, vision, innovation, execution and craftsmanship.~~
- ~~2. *Context.* Consideration should be given to the architectural, historical, geographical and socio-culture of the city. The PAAC may also take into consideration the theme and context of the display in terms of scale, form, content, and materials.~~
- ~~3. *Prohibitions.* The PAAC shall reject for display works of art that are obscene (as defined by A.C.A. § 5-68-302 et seq.) or violate other state or federal laws.~~

**Sec 2-552 Public Art Policy**

The city will adopt a public art policy to establish policies, procedures and evaluation criteria for accession, loans, project administration, public education and outreach, maintenance and conservation, deaccession, and reconsiderations.

**Sec. 2-553 Displays of Art on City Owned Property**

- ~~1. *Approval.* All requests to display artwork on city maintained property shall be approved by the Bentonville City Council, the public art advisory committee and if required, the parks and recreation advisory board and/or other city boards and commissions.~~
- ~~2. *Insurance.*
  - ~~1. *Temporary works of art.* The city is self-insured and does not insure temporary artwork displayed on city maintained property. The artist who loans temporary artwork for display on city maintained property shall bear the risk of loss from damage, destruction, or theft of the artwork while it is in the care of the City of Bentonville. The artist shall agree in writing to assume sole liability or responsibility for loss, damage, or theft of the artwork.~~
  - ~~2. *Permanent works of art.* Insurance details relating to permanent works of art shall be outlined in the contract agreement.~~~~
- ~~3. *Assumption of risk and public safety.* Display of artwork shall not create an unnecessary safety hazard to the public or city employees and shall be displayed in a manner that does not unreasonably impede traffic or interfere with public safety.~~
- ~~4. *Types of display.* Art displays hosted or coordinated by the city may include competitions sponsored by the city, art displays featuring individual artists, themes and art displays featuring groups of artists.~~
- ~~5. *Location.* Artwork may be displayed in public places approved by city council. Artwork may be physically separated from the main exhibit when, in the opinion of the city council, warranted under current community standards. Artwork, other than works of art currently in place at the time of adoption of the ordinance codified in this section, shall not be displayed on the Bentonville Square.~~
- ~~6. *Compatibility.* Proposed public art shall be evaluated for its compatibility relative to the following:
  - ~~1. *Visibility and public access.*~~
  - ~~2. *Public safety.*~~
  - ~~3. *Traffic patterns.*~~
  - ~~4. *The relationship of the proposed public art project to the site's existing or future architectural features, its natural features, its historical, geographic and social/cultural context.*~~
  - ~~5. *The function and use(s) of the facility of site.*~~
  - ~~6. *The nature of the site's surrounding neighborhood and potential impact of the public art project on residents, businesses, existing works of art or design elements within the site's vicinity.*~~
  - ~~7. *Future development plans for the area which may affect the public art project.*~~~~

- ~~7. *Identification of artwork.* Works of art should be identified in an appropriate manner to the context of the artwork consistent signage details shall be outline in the contract.~~
- ~~8. *Sales prohibited.* Art shall not be sold on city maintained property, except as part of an city approved organized event. Sales information shall not be posted or displayed with a work of art; interested buyers shall contact the artist directly for sales information.~~
- ~~9. *Payments prohibited.* The city (or any organization or person affiliated with the city) shall not accept payments to have art displayed on city maintained property. Furthermore, the display of public art on city maintained property shall not be used by any organizations for fundraising.~~
- ~~10. *Presentation.* As outline in the contract, all art shall be finished and ready for display and artists shall remain responsible for all costs associated with presenting, setting up and taking down.~~
- ~~11. *Set up/take down.* As outlined in the contract, it shall be the responsibility of the artist to adhere to the details for presenting, set-up and take down.~~
- ~~12. *Pick up and delivery/abandonment.* As outlined in the contract, the artist shall adhere to the details for pick-up and delivery location and time. Any piece that is not picked-up by the deadline shall be treated as abandoned property subject to disposal without further notice under applicable laws.~~
- ~~13. *Complaints.* If the city receives signed, written complaints from ten or more employees or citizens of Bentonville about a work of art on display, then the city shall notify the artist about the complaint and allow the artist an opportunity to immediately withdraw the work. Should the artist choose not to withdraw the work, the city shall hold a meeting between the artist and complainants during which they will be given an opportunity to address the appropriateness of the display of the work of art. After the meeting, if the issue is still unresolved, the city council shall make the final decision on whether the work of art shall be removed, relocated, relabeled, or otherwise modified giving due regard and consideration to the artists freedom of expression and due process under the First and Fourteenth Amendments in accordance with the forum in which that artwork is displayed.~~
- ~~14. *Removal.* As outlined in the contract, there shall be no removal or disguise of a work of art once it is placed on display unless and until the city council decides to do so, subject to the right of the artist to remove it.~~

**Sec. 2-553 Approval of Art on City Property**

- (a) *PAAB action.* The PAAB will evaluate art proposals pursuant to the process and manner established in the adopted public art policy and will make a recommendation to city council.
- (b) *Other reviewing entities.* If the artwork is to be placed on property managed by a specific city department or advisory board, that entity will also review and make a recommendation to city council.

(c) City Council action. Upon recommendation for approval by all applicable reviewing entities, city council will consider and vote on the art proposal at a regularly scheduled city council meeting. City council shall have the final authority to approve or deny the design and placement of art on city property.

#### **Sec. 2-554 Removal**

(a) City Council approval. Artwork approved for display shall not be removed unless and until city council decides to do so, following the deaccession process or reconsideration process as identified in the public art policy.

(b) Exceptions. This section does not apply to:

- (1) Any applicable right of the artist or representative to remove their artwork; and
- (2) Artwork that will be temporarily removed or relocated to accommodate infrastructure or city improvement projects.

#### **Sec. 2-555 Reconsideration**

Concerns or objections from a Bentonville citizen about art approved for display will follow the reconsideration process established in the adopted public art policy. City council shall serve as the final decision-making authority for reconsideration requests.

#### **Sec 2-556 Definitions**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Accession. The formal process by which an item is officially accepted and added to the city's permanent collection, formally establishing the city's ownership and responsibility for the artwork.

Approved for display means the artwork is approved by city council following the review and approval process established public art policy.

Art, artwork, work of art means all forms of original creations of visual art, including temporary and permanent, to include, but not be limited to:

- Paintings of all media, such as frescoes and murals;
- Sculpture of any form and in any material or combination of materials. To include statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration. Also included are reliefs, mobiles, kinetics, and electronic sculptures;
- Other works of visual art, such as inscriptions, stained glass, fiber works, carvings, mosaics, photographs, drawings, collages, assemblage, textile works, and prints. Also

included are crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials;

- Artist designed landscapes and earthworks, including the artistic placement of natural materials or other functional art objects; and
- Media and electronic arts.

Artist means the creator of an original artwork.

City property means any structure, land, infrastructure, or open space that is owned and maintained by the City of Bentonville, including, but not limited to, buildings, parks, trails, facilities, and street right-of-way.

Deaccession means the permanent removal of an art from the public art collection that follows the adopted deaccession policy and does not include art removed under the reconsideration policy or otherwise by city council.

Permanent art means art exhibited with the expectation of indefinite duration.

Public art means all forms of visual art located on city property, except as exempted in this article.

Representative means a person, agent, agency or organization other than the artist that submits the artwork proposal. This may include the artwork owner, artist agent, project sponsor, or funding agency.

Temporary art means art exhibited for a limited duration.

On Loan means artwork temporarily given by its owner (the lender) to the city (the borrower) for display on city property.

## Exhibit B

### Public Art Advisory Committee

*Underlined text new since last draft*

#### Chapter 12 Boards, Commission and Authorities

#### Article 12-XIV Public Art Advisory Board

#### Sec 12-1400 Public Art Advisory Board Established

The city council hereby establishes the Public Art Advisory Board (PAAB). The mayor is authorized to provide available staff to assist the board, as approved through city budget and expenditure processes.

#### Sec 12-1410 Composition

- (a) *Appointed members.* The PAAB consists of seven (7) residents of Bentonville, recommended by the mayor and approved by the city council, and shall be voting members. At least four (4) of the members shall be arts professionals. Arts professionals for these purposes are defined as: curators, visual artists, art critics, art historians, art collectors, art fabricators, architects, landscape architects, art educators, graphic artists, and other persons with a visual arts or design background.
- (b) *Ex-officio.*
  - (1) Ex-officio members are non-voting.
  - (2) The Bentonville Convention and Visitors Bureau, Crystal Bridges Museum of American Art/The Momentary, and OZ Art NWA may designate a representative to serve as ex-officio.
  - (3) One member of city council, as appointed by the mayor and approved by the city council, may serve as ex-officio.
- (c) *Compensation.* All members of the PAAB shall serve without compensation.

#### Sec 12-1420 Terms

- (a) *Term length.* One term shall be limited to three (3) years.
- (b) *Term limits.* No member shall serve more than two (2) consecutive full terms. Past members are eligible to serve again one (1) year after the date their last term expired.
- (c) *Vacancies.* Vacancies shall be filled for the unexpired term in the same manner as original appointments are made.
- (d) *Removal.* Any board member appointed by the city council may be removed at any time by a majority of the elected members of the city council. The mayor may also remove from office any board member upon approval by the city council.

**Sec 12-1430 Organization**

- (a) *Bylaws.* The PAAB shall adopt bylaws and rules of order.
- (b) *Officers.* The officers of the board shall be a chairperson and vice chairperson. Officers shall serve two (2)-year terms and may serve a maximum of two consecutive terms in a single office. Officers are elected by the voting PAAB members. The PAAB may establish officer responsibilities and rules and procedures for elections and vacancies through adoption of bylaws.

**Sec 2-1440 Meetings**

- (a) *Frequency.* The PAAB will meet at least quarterly, or as frequently as monthly when there is business to review.
- (b) *Open meetings.* All requirements of the laws of the State of Arkansas concerning open meetings and notice shall be met.
- (c) *Quorum.* A quorum shall exist when a majority of the voting members of the board are present. Ex-officio member or staff support shall not be counted in arriving at a quorum. In absence of a quorum, no business shall be conducted by the board, except rescheduling of the meeting.
- (d) *Minutes.* Written minutes shall be made for all board meetings. The minutes shall be posted to the city website when the agenda for the upcoming meeting is posted. The minutes of each meeting shall be approved by the board at its next meeting.

**Sec 2-1450 Responsibilities and Duties**

The PAAB serves in an advisory capacity to:

- (a) *Review and recommend artwork.* Review, evaluate, and recommend to city council art for placement on city property.
- (b) *Advise.* Provide technical advisement and make recommendations to staff, mayor, and city council concerning plans, goals, and priorities of the public art program including the creation, review and updating of a public art policy to be approved by city council.
- (c) *Educate.* Raise public awareness of the benefit and value of public art, support promotion of new installations, and advocate for the public art program.

**Sec 2-1460 Limitations of authority**

The authority of the board is expressly limited to the specific responsibilities and duties contained herein and nothing herein shall be construed or interpreted to:

- (a) *Grant the board authority over the operation of any department, division, office, officer, or employee of the city except as may be requested by the mayor or city council in special circumstances.*
- (b) *Diminish the responsibility of the mayor in resolving conflicts which may arise over what specific items may be within the scope of authority of the board.*

- (c) Diminish the authority of the city council over funding, operations, fixed assets, indebtedness, budget, and other areas as applicable under Arkansas law.
- (d) Create a commission under any state law regarding the creation of autonomous committees or commissions.



# City of Bentonville

## Public Art Policy & Procedures

Recommended by the Public Art Advisory Board on: [DATE](#)

Approved by City Council on: [DATE with Resolution No.](#)

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The Public Art Policy is recommended by the Public Art Advisory Board and adopted by city council by resolution. The policy is reviewed and updated as deemed necessary by the Public Art Advisory Board. All amendments must be approved by city council.

The purpose of Bentonville's Public Art Policy is:

1. To preserve and enhance the spirit of Bentonville through public art.
2. To increase public awareness and enjoyment of the visual arts.
3. Establish a process for selecting and exhibiting art on city property.
4. Set policies and procedures for budgeting, collection development including accession and loans, program administration, public education and outreach, maintenance and conservation, deaccession, and reconsideration of art installed on city property.

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1. Public Art Advisory Board
2. Budgeting
3. Collection Development
4. Project Administration
5. Public Education & Outreach
6. Maintenance and Conservation
7. Deaccession
8. Reconsideration

# 1. Public Art Advisory Board

## 1.A Purpose

The Public Art Advisory Board (PAAB) was first established by City council with Ord. No. 2007-24 adopted on 2-13-2007. The role, membership, terms, and meeting frequency are in Bentonville Municipal Code, [Article 2-IV Art on City Property](#). The board has adopted [bylaws](#) which govern specific board operations.

## 1.B Agendas

Planning staff will prepare agendas for the PAAB. Agendas and supporting materials will be posted on the city website agenda center at least three days prior to the meeting.

## 1.C Meetings

Meetings will include a report on the progress of implementation of the various plans and programs approved by the board, mayor, and city council. The Board will review and recommend art proposals at such meetings. Meetings are open to the public.

## 2. Budgeting

### 2.A Purpose

The purpose of the budgeting policy is to identify funding to implement the expansion, maintenance, conservation, and promotion of art on city property.

### 2.B Budget Considerations

Bentonville Planning, with advisement from the PAAB, will make budget recommendations for the following items:

1. **Collection Expansion**

Recommend an annual budget to expand the public art collection. Budget amounts should be based on specific public art projects that implement city plans. These items will be included in the Planning Department capital budget.

2. **Maintenance and Conservation**

Recommend an annual budget to maintain the public art collection. Budget amounts should be based on estimates from condition reports and tied to the maintenance plans for each artwork. Costs for anticipated deaccession should be included in this budget request. These items will be included in the Planning Department maintenance budget.

3. **Promotions**

Recommend an annual budget for public education and outreach for the public art program. This will provide funding for promotions, printing, and signage. These items will be included in the Planning Department promotion budget.

4. **Insurance**

Recommend an annual budget to insure city-owned artwork. The amount will be based on the premiums set by the city's insurance provider. This item will be included in the Planning Department insurance budget.

### 2.C City Council Approval

All budgets for the public art program must be approved by city council through the adoption of the annual budget or through budget adjustments.

## 3. Collection Development

### 3.A Purpose

The purpose of the collection development policy is to establish clear guidelines for the selection, acquisition, loan, and approval of art for display on city property. The collection development policy is designed to achieve the following.

1. Enrich the community through the integration of public art in public places.
2. Encourage community dialogue and participation in public art projects.
3. Allow for community ~~values~~ standards to be paramount.
4. Develop a collection of public art that is various in media, style, and scale.

### 3.B Accession of Artwork into Public Art Collection

The city may acquire art by any of the methods below. Each method must be accepted into the city's collection in accordance with Sec. 3.D Review and Approval Process, Sec.3.E Evaluation Criteria, and city procurement policies. Unsolicited proposals will not be accepted.

1. Agreement. The city may enter into a contractual agreement with an organization to provide programming for public art on city property.
2. *Commission.* The city can hire an artist to create a specific piece of artwork based on unique requirements and preferences. This is a collaborative process where the city shares their vision, requirements and preferences with the artist prior to fabrication. Details of the commission must be established in an agreement between the city and the artist.
3. *Competition.* Upon recommendation by the PAAB or at the request of city council, the city can host a competition by publishing an open or limited Call for Artists (call) or Request for Proposals (request) in accordance with these standards.
  1. *Standard format.* The standard call or request will be modified to reflect the goals and anticipated outcomes of the project. The call or request should include the expected display period, budget, standard agreement and other details as necessary. Proposals must include a full-color rendering of the project scaled to fit 8 ½ x 11 paper.
  2. *Deadline.* The deadline for submittals should be a minimum of thirty (30) days from the date of publication on the city's website.
4. *Direct Purchase.* The city can directly purchase existing artworks.
5. *Donation or gift.* The city can accept art as donations or gifts in accordance with city donation policies.

### 3.C Artwork on Loan

The city can accept artwork as a loan or lease, that may or may not include payment by the city. Artwork on loan must be approved for display in accordance with Sec. 3.D Review and Approval Process, Sec. 3.E Evaluation Criteria, and city procurement policies. Details of the loan or lease will be set forth in the agreement. Artwork on loan will be returned to the owner at the end of the display period and in the manner established in the agreement.

### 3.D Review and Approval Process

1. *Proposal submittal.* Proposals must be submitted to the city on the form and in the manner as prescribed by the city.
2. *Compliance check.* City staff will review proposals for compliance with city, state, and federal regulations and policies using the standard Compliance Review Form. The city reserves the right to disqualify proposals that are not complete or do not comply with city codes and policies.
3. *PAAB Recommendation.*
  - (a) *PAAB Agenda.* If the proposal passes the compliance check, staff will add the proposal to the next available PAAB meeting agenda. The full proposal will be included in the agenda packet published on the city website.
  - (b) *Evaluation.* At the meeting, PAAB will review and evaluate the proposal in accordance with Sec. 3.E Proposal Evaluation Criteria.
  - (c) *Recommendation.* By majority vote, PAAB will make a recommendation to city council from one of the alternatives in Sec. 3.F Decision Alternatives. Recommended proposals will proceed to other applicable reviewing entities. If other reviewing entities are not required, the recommendation proceeds to city council. Art that is not recommended for approval by the PAAB will not proceed through the review process.
4. *Other Reviewing Entities.*

If the proposed location is on city property managed by another department or board, that department or board will also review and make a recommendation to city council. The following boards will apply.

  - Parks and Recreation Advisory Board for art located in a city park, trail, or facility.
  - Library Advisory Board for art located on library property.
  - Municipal Airport Advisory Board for art located at the municipal airport, except private hangars.
  - Traffic Safety and Signage Committee for art located in city right-of-way, to include streets, sidewalks, and roundabouts.

## Bentonville Public Art Policy

### 5. City Council Action.

- (a) *City council agenda.* Upon recommendation for approval by all applicable reviewing entities, staff will add the proposal to the next available city council meeting, taking into consideration agenda request deadlines. The proposal, reviewing entity recommendations, agreement, and resolution that includes a full color rendering of the proposed artwork will be in the agenda packet published on the city website.
- (b) *Evaluation.* At the meeting, city council will evaluate the proposal in accordance with Sec. 3.E Proposal Evaluation Criteria.
- (c) *Decision.* By majority vote, city council will make the final decision on the proposal from one of the alternatives in Sec. 3.F Decision Alternatives.

### 3.E Proposal Evaluation Criteria

The following criteria will be used to evaluate proposals of art on city property.

1. *Artistic quality and merit.* Consideration of the strength of the artist's concept, vision, innovation, execution, experience, and craftsmanship.
2. *Context.* ~~Consideration of the suitability of the proposed art to the scale, character, natural features, historical, geographic, and social/cultural context of the display site which should be in a highly visible location.~~ Evaluation of how well the proposed artwork relates to the intended display site, including its scale, character, and surrounding natural features. Consideration of the artwork's alignment with the historical, geographic, social, and cultural context of the location. The artwork should be appropriate for placement in a highly visible public setting.
3. *Durability and maintenance.* Consideration of the art's ability to withstand the environment of the display site, the extent of maintenance requirements, and anticipated maintenance costs in relation to its expected life span.
4. *Public safety.* Finding that the artwork does not create an unnecessary safety hazard to the public or city employees and will be displayed in a manner that does not unreasonably impede traffic or interfere with public safety.
5. *Cost.* Finding that the cost for the artwork is reasonable for the proposal and that funding is available.
6. *Solicited Proposals.* If submitted in response to a Call for Artists or Request for Proposals, the proposal should reflect and meet the objectives and intent of the call or request.

### 3.F Decision Options

All reviewing entities will make a decision by selecting one of the alternatives below:

1. Approve as proposed.
2. Request more information from the artist or representative. Motion must identify the specific information being requested.
3. Approve with modifications. Motion must identify specific modifications to the art.
4. Approve with conditions. Motion must identify specific conditions.
5. Deny.

## 4. Project Administration

### 4.A Purpose

The purpose of this section is to identify the necessary actions and responsibilities for installing art on city property.

### 4.B Approved Design

The approved design is that which is shown in the attachment to the adopting resolution and in the agreement. Art must be installed per the approved design. Inspections will use the approved design to determine compliance with the agreement, city code and the public art policy.

### 4.C Agreements

Upon approval by city council, the artist or representative ~~curator~~ must enter into an agreement with the city. Agreements must include a full color rendering of the approved design scaled to fit 8 ½ x 11 paper. The city will create standard agreements for displaying art on city property and all agreements must be approved by the city's legal department.

### 4.D Installation

The Parks and Recreation Department will be the lead coordinator for art installations in parks, park facilities, and along trails. The Planning Department will be the lead coordinator for art installations on all other city properties. The artist or representative ~~curator~~ will be responsible for notifying the coordinating department of anticipated delivery and installation days and times to ensure city staff will be available at the time of installation.

### 4.E. Inspections

The coordinating department, and other staff as applicable, will conduct routine inspections for consistency with the approved design using a standard inspection checklist. This will include a review of photos of the work in progress, on-site evaluation during installation, and on-site inspection upon completion. These inspections will be described in the standard agreement.

### 4.F. Project Close-out

Staff will use the following criteria to issue the standard Notice of Acceptance form. When the artist or representative receives the Notice of Acceptance, the project is closed.

1. *Inspection.* City staff have completed an inspection of the installed artwork which is found to be installed in strict compliance with the agreement.
2. *Final Payment.* The artist or representative has received final payment, if applicable.
3. *Documentation.* The artist or representative ~~curator~~ has provided the city all materials required by the agreement.
4. *Execution of the Agreement.* The city determines that the artist or representative ~~curator~~ has properly executed the agreement with the city.

#### 4.G. Alterations to Approved Design

An alteration to the approved design is any change that affects creation, design, installation, scheduling, site preparation, or maintenance of the artwork or the concept of the artwork as represented in the agreement. Alterations to an approved design must follow the process below, unless specifically addressed in the agreement.

1. *Written request.* Prior to the execution of any change in the approved design, artist or representative ~~curator~~ must present proposed changes in writing to the city for review and approval. This must include a detailed description of any changes in the artistic expression, color, rendering, design, dimensions, and materials from the approved design and explanation of reason for such change. Such notice will ~~also~~ include a detailed description of any additional costs that may be incurred.
2. *Review process.* Staff will review the request to determine whether the alteration is minor or major based on the evaluation criteria below.
  - a. Minor Alteration. The following conditions are considered a minor alteration and may be approved administratively by city staff.
    - i. Change in font style or size by less than 10%.
    - ii. Change in size of individual elements that do not increase the overall size by more than 10%
    - iii. Changes to materials or construction methods for safety purposes, lack of availability of original proposal materials, or to reduce costs or maintenance requirements, all in a manner that meets or exceeds the quality originally proposed.
  - b. Major alteration. Any change or alteration that does not qualify as a minor alteration is a major alteration and must follow the same process outlined in Sec 3.C Review and Approval Process.
- ~~3. Requests for changes to the approved design will follow the same process outlined in Sec. 3.C Review and Approval Process.~~
4. *Approval.* If the city approves the changes, the city will promptly notify the artist or representative ~~curator~~ in writing.
5. *Disapproval.* If the city disapproves of the changes, the city will promptly notify the artist or representative ~~curator~~ in writing and the work must be fabricated and installed in compliance with the original approved design.

#### 4.H Records and Documentation

The city will establish and maintain records for all artwork displayed on city property. Such records will include the proposal, approvals, agreement, financials, and correspondence related to the project. For city-owned art, inspection reports, maintenance plans, and condition assessments will be documented.

**4.I Accession Numbering.** The city uses the following numbering system for consistency and to create a distinct identifier for each piece of art added to its collection.

1. *First number:* The full year the artwork was acquired.
2. *Second number:* A sequential number indicating the order of acquisition within that year.
3. *Third number:* (If applicable) To identify individual objects within a multi-item group.

Accession Numbering Example		
<b>2024</b>	<b>.03</b>	<b>.02</b>
Year of accession	Third artwork accessioned in 2024	Second piece of a multi-item group

**4.J Loan Numbering.** The city uses the following numbering system for consistency and to create a distinct identifier for each piece of art that is loaned to or leased by the city.

1. *Letter:* The letter “L” to indicate the art is on loaned from a separate entity and not part of the city’s collection.
2. *First number:* Year the object was loaned.
3. *Second number:* A sequential number indicating the order of loaned art within that year.
4. *Third number (if applicable):* A sequential number to identify individual objects within a multi-item loaned artwork.

Loan Numbering Example			
<b>L</b>	<b>2022</b>	<b>.04</b>	<b>.03</b>
Artwork is on loan	Year of accession	Fourth artwork accessioned in 2022	Third piece of a multi-item group

**4.K Signage**

Installed public art may be identified with signage. Cost of signage should be included in the project budget. Signage will include at a minimum the title or theme of the art, the name of the artist(s), state or country in which the artist(s) reside, the year the art was created, and the accession or loan number. Signage may also include a brief description of the art and the name of funder, donor or owner. The signage will be designed and placed in a manner that does not distract from the art.

## 5. Public Education & Outreach

### 5.A Purpose

The public art program will provide public education and awareness to share the benefits and value of public art, promote artwork displayed on city property, announce Calls for Artists/Request for Proposals, and announce new public art installations.

### 5.B Calls for Artists / Requests for Proposals

Staff will prepare a promotional plan for Calls for Artists and Requests for Proposals that include the following assets and will share on the platforms identified in Sec. 5.E Outreach Methods.

1. Call for Artists / Request for Proposals Document
2. Press Release
3. Social Media post
4. Direct Email

### 5.D Upcoming and New Installations

The city will coordinate with the artist or representative, applicable departments, funders, and the owners of private artworks to prepare a promotional plan that includes the following assets and shared on the platforms identified in Sec. 5.E Outreach Methods. The city may choose to hold an unveiling event or dedication if resources allow. All public engagement and outreach related to upcoming and new installations must be coordinated through city staff.

1. Creative brief that includes the title, artist name, artist location, display site, dimensions, materials and narrative, and approval dates. This will be distributed to PAAB and city council members as guidance for discussing the installation.
1. Press release with the information from the creative brief.
2. Add new installation to the public art map.
3. Social media posts with information from the creative brief.

### 5.E Outreach Methods

The city will use a variety of platforms to share information. Internal platforms include the city website, PAAB page, newsflash, direct email, social media platforms, and newsletters. External platforms include newspapers, civic organizations, and applicable art organizations.

## 6. Maintenance and Conservation

### 6.A Purpose

The purpose of the maintenance and conservation policy is to protect the city's investments and maintain a clean appearance of public art that is free from hazards.

### 6.B Generally

Nothing in this policy requires the city to maintain art. Maintenance and conservation actions are subject to resource availability and approval of city council.

City-owned public art is maintained by the City of Bentonville. Regular maintenance and inspections are conducted by staff or qualified contractors.

### 6.C Maintenance Plans

Maintenance plans for the public art collection will be implemented in accordance with the individual maintenance plan for each artwork, if resources allow. The city may update maintenance plans as needed or outsource the implementation of the maintenance plan for some or all of the city's public art collection.

### 6.D Annual Inspections

Subject to available resources, staff will conduct condition inspections on a minimum of five artworks annually. This will follow the condition inspection template provided by the city. These reports will be documented with each artwork and used in determining maintenance needs with costs which may be included in the city's annual budget.

### 6.E Life Span of Art

Condition assessments and maintenance plans for new works will also include an estimated life span for each art, which should be identified within the agreement. ~~This life span shall be selected from one of these categories:~~ All exterior murals are temporary installations, and the estimated life span should not exceed 5 years.

- ~~1 to 5 years~~
- ~~6 to 15 years~~
- ~~16-30 years~~
- ~~30 or more years~~

### 6.F Repair work

The city may solicit a contract for a qualified conservator for repair work on art in the city's inventory, in accordance with the city's purchasing policies.

## 7. Deaccession

### 7.A Purpose

This policy establishes a standard process for the review and possible removal ("deaccession") of public art from the city public art collection. It ensures that decisions are made in alignment with professional standards and community values.

### 7.B Applicability

This deaccession policy applies to all permanent art owned by the city but operates separately from the Reconsideration Process in Ch. 8.

### 7.C Deaccession Review Process

1. *Deaccession request.* A deaccession request may be initiated in writing with justification and supporting documentation (e.g., condition reports, photographs, public feedback) by staff, PAAB members or city council members.
2. *PAAB Recommendation.*
  - a. *PAAB Agenda.* Planning staff will prepare a report that includes the items below and add the deaccession request to the next available PAAB meeting agenda. The report will be included in the agenda packet published on the city website.
    - Condition and maintenance history
    - Legal or contractual obligations
    - Public feedback (if applicable)
    - Cost estimates for conservation or relocation
  - b. *Evaluation.* At the meeting, PAAB will evaluate and discuss the report in accordance with Sec. 7.D Deaccession Evaluation Criteria.
  - c. *Recommendation.* By majority vote, the board will make a recommendation to city council.
3. *City Council Action.*
  - a. *City council agenda.* Staff will add the report to the next available city council meeting. The full report will be in the agenda packet published on the city website.
  - b. *Evaluation.* At the meeting, city council will evaluate and discuss the report in accordance with Sec. 7.D Deaccession Evaluation Criteria.
  - c. *Decision.* By majority vote, city council makes the final decision for deaccession.

### 7.D Deaccession Evaluation Criteria

Finding of any of the following conditions may support deaccession.

1. The work is damaged or deteriorated ~~beyond reasonable repair~~.
2. The condition or location of the art poses a threat to public safety.

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3. The work is no longer suitable for its site due to significant changes in the site's use, character, or design.
4. The art requires excessive maintenance or conservation that is no longer feasible.
5. The authenticity or attribution of the work is in doubt.
6. The artist or representative requests removal and provides compelling justification.
7. Resources are available to complete the deaccession.

### 7.E Deaccession Options Alternatives

Once deaccession is approved by city council, the city may proceed with one or more of the following actions in compliance with city surplus policies.

1. Give the artist or representative the opportunity to buy back the work at its current appraised value, if allowed by agreement and following city policy.
2. If donated, return the work of art to the donor.
3. Seek bona-fide appraisal and advertise sale of the work, or sell through acceptable, sealed competitive bids following city policies.
4. Remove the art from public display and place it in storage.
5. Dispose of the work through city surplus property policy and procedures.
6. If a mural, paint over artwork with neutral color or remove the paint completely if feasible.

### 7.F Transparency and Recordkeeping

All deaccession decisions and justifications will be documented in the public art collection database. The artist or representative, if known and reachable, will be notified in writing of the decision.

## 8. Reconsideration

### 8.A Purpose

The reconsideration policy establishes a clear process for citizens to formally raise concerns regarding art displayed on city property. This ensures that concerns are handled in a consistent and reasonable manner and evaluated objectively, in accordance with legal standards and established public art policies.

### 8.B Generally

1. Once public art has been approved by city council, concerns about the artwork will be addressed in accordance with this reconsideration process.
2. Items to be reconsidered are not removed during the review period.
3. City council is the only authority to approve the removal of artwork pursuant to the reconsideration process.
4. An individual piece of art shall only be evaluated for reconsideration once in a twelve-month period.
5. A single resident may not submit a reconsideration request for more than three (3) artworks in a twelve-month period.
6. Requests for reconsideration will be handled in an appropriate manner. It must be recognized that staff, the PAAB, and city council will require adequate time to review the artwork in question, research pertinent information, and make a determination.

### 8.C Reconsideration Process

1. *Official Request*
  - a. *Form.* A reconsideration request form provided by the city must be completed, signed, and returned to the Planning Department. The reconsideration process is triggered only when the Planning Department has received the completed, signed reconsideration request form. The form will be available on the public art webpage and may be dropped off at City Hall or submitted by email to [publicart@bentonvillear.com](mailto:publicart@bentonvillear.com).
  - b. *Bentonville resident.* The individual submitting the form must reside in Bentonville city limits.
2. *Compliance Check.* Staff will check that the form is complete, signed, and that the requestor is a Bentonville resident.
3. *PAAB Recommendation*
  - a. *PAAB Agenda.* If the request passes the compliance check, staff will add the request to the next available PAAB meeting agenda, taking into consideration notification timelines and scheduling conflicts.

## Bentonville Public Art Policy

- b. *Notification of PAAB meeting.* A minimum of five (5) days before the meeting, City staff will provide written notification of the meeting time, date and location to the PAAB, city council, person requesting reconsideration, and the artist or representative, ~~curator or artwork owner~~. All parties are encouraged to attend the meeting.
  - c. *Evaluation.* At the meeting, the PAAB will evaluate and discuss the reconsideration request in accordance with Sec. 8.D Reconsideration Evaluation Criteria. The board may decide by majority vote to allow public comment.
  - d. *Recommendation.* By majority vote, the Board will make its recommendation from one of the alternatives in Sec. 8.E Resolution Alternatives.
4. *City Council Action*
- a. *City council agenda.* Staff will add the request and the PAAB recommendation to the next available city council meeting agenda, taking into consideration agenda request deadlines.
  - b. *Notification of city council meeting.* City staff will provide written notification of the meeting date, time and location of the city council meeting to the person requesting reconsideration, and the artist or representative, ~~curator or owner~~.
  - a. *Evaluation.* At the meeting, city council will evaluate and discuss the reconsideration request in accordance with Sec. 8.D Reconsideration Evaluation Criteria.
  - b. *Decision.* By majority vote, city council is authorized to issue a final decision on the reconsideration request from one of the alternatives in Sec. 8.E Resolution Alternatives. The decision rendered by the City council pursuant to this policy shall be final and binding.
3. *Notification of final decision.* City staff will provide written notification of the decision to the PAAB, person requesting reconsideration, and the artist, or representative, ~~curator, or owner~~.

### 8.D Reconsideration Evaluation Criteria

Reconsideration requests will be evaluated on the following criteria.

1. *Review and approval process:* Was the art selected, approved, and acquired in accordance with review and approval process of the public art policy?
2. *Legal compliance:* Has the artwork been found to violate local, state or federal laws or the city's public art policy?
3. *Public safety:* Does the artwork pose a physical safety hazard to the public or interfere with public infrastructure?
4. *Condition:* Is the artwork significantly damaged, deteriorated or degraded visually or structurally beyond what was originally approved?
5. *Artistic merit:* Does the request raise substantive questions about artistic quality or intent of the artwork? Is the request based solely on a subjective dislike?

6. *Extent of concern:* Does the reconsideration request represent a significant community concern? Is this a single complaint or a recurring issue raised by multiple ~~citizens~~residents?

#### 8.E Resolution ~~Alternatives~~Options

Based on its evaluation, the reviewing entity will make a determination to resolve the reconsideration request by selecting one of the following options taking into consideration the associated costs compared to the cost/value of the artwork and funding availability.

1. *No action.* Determine that no further action is warranted. This option is appropriate when the reconsideration request is found to be invalid, insubstantial, or not in violation of applicable standards or policies.
2. *Relocation.* Approve relocation of the art to an alternative site.
3. *Corrective actions/modification.* Approve specific, reasonable modifications to the art in direct response to the reconsideration request. The nature of the modifications and the party responsible for implementation and associated costs must be clearly identified.
4. *Removal.* Approve removal of the art in accordance with 7.E Deaccession Options.
5. *Other.* Other alternatives as approved by city council.



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>	10/28/2025	<b>Submitted By:</b>	Hadi Dudley
<b>Phone:</b>	479-271-3194	<b>For Department(s):</b>	Library
<b>Email:</b>	hdudley@bentonvillear.com		

**Item Type (Check all that apply)**

- Informational     
  Bid Award     
  Enter into an Agreement     
  Change Order  
 Recognizing Funds     
  Budget Adjustment     
  Waiver of Bid     
  Emergency Clause  
 Ordinance     
  Resolution     
  Informational

**Title, Recommendation & Justification**

<b>Title:</b>	Resolution to Extend Agreement with OZ Art, LLC for Temporary Artworks Displayed at Public Library
<b>Action Recommendation &amp; Justification:</b>	Approval to extend an existing public art agreement with OZ Art, LLC to continue displaying six artworks at Bentonville Public Library until January 4, 2027. No budget adjustment is needed.
<b>Additional Comments for Consideration (Optional):</b>	The temporary loan and display of six artworks, with the initial agreement, were approved by the Library Advisory Board, Public Art Advisory Committee and formally passed by City Council on August 27, 2024.

<b>Amount for Approval:</b>	\$ 0
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**Budget Impact**

Is this Item Budgeted?     YES     NO     ITEM HAS NO COST     OTHER: \_\_\_\_\_

**Budget Adjustment (to be completed by Finance when applicable)**

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**Fund(s) Impacted**

(check all that apply)

- General Fund   
  Utility Fund   
  Street Fund   
  Other(s): \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

**PUBLIC ART AGREEMENT  
TEMPORARY INSTALLATION**

THE AGREEMENT IS ENTERED INTO BY AND BETWEEN THE  
**CITY OF BENTONVILLE, ARKANSAS**, (HEREINAFTER THE “CITY”),  
**OZ ART, LLC** (HEREINAFTER “CURATOR”) FOR  
**SIX ARTWORKS** IDENTIFIED HEREIN (HEREINAFTER “ARTWORK”) TO BE INSTALLED TEMPORARILY ON PUBLIC PROPERTY IN  
**BENTONVILLE PUBLIC LIBRARY, 405 S MAIN STREET, BENTONVILLE, ARKANSAS** (HEREINAFTER “DISPLAY SITE”).

**WHEREAS**, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

**WHEREAS**, OZ Art, LLC proposed to lend six artworks to the City of Bentonville for display in Bentonville Public Library for one year at no charge to the City;

**WHEREAS**, the Bentonville Public Art Library Advisory Board, the Public Art Advisory Committee and City Council approved the installation of the Artwork.

**WHEREAS**, the Artwork shall be installed at the Display Site in accordance to the terms and conditions set forth below.

**NOW, THEREFORE**, the City and Curator agree as follows:

- 1. Generally.** The City and Curator agree to the temporary installation and display of the following six artworks as described in Exhibit A at a mutually agreeable location in the Display Site:

*Alchemist Table* by Paul Gillis

*Prototype #4 (Dirty Gloves)* by Amanda Ross-Ho

*Double Dutch* by Robin Rhode

*Embroidered Quilt with Earthworms...* by Daniel Dewar and Grégory Gicquel *Tegy and*

*Terrin* by Claire Tabouret

*Walk Like an Egyptian* by Matt Kleberg

- 2. Display Period.** The Display Period shall begin **October 30, 2025**, and shall remain on display until **January 4th, 2027**, unless both parties agree to a longer display period (the “Display Period”).

- 3. Installation.** Installation may begin after the date of this Agreement. The Curator is responsible for transportation to the Display Site and installation in a mutually agreeable location at the Display Site. Curator shall provide the City with a written description of how the Artwork will be installed, including a detailed statement addressing any preparatory work which must be performed by the Curator or City to prepare the site, and timeline of installation. The City will cooperate with the Curator in the preparation of the Display Site prior to installation. The Curator shall have sole discretion with respect to manner of installation of the Artwork (including the nature and extent of any protective measures used to protect the Artwork) Once the Artwork is installed, it shall not be moved without the prior written consent of the Curator.

4. **Letter of Final Acceptance.** The Curator shall notify the City when the Artwork installation is complete. The City shall notify in writing to the Curator the date on which the City accepts the Artwork as fully installed.
5. **Maintenance.** At all times the maintenance of the Artwork shall be the sole responsibility of the Curator. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the Curator. However, the City will take reasonable precautions, to the extent reasonably practicable based on the location of display at the Display Site, to protect the Artwork from fire, theft (subject to Sec. 8), mishandling, dirt, and insects, and from extremes of light, temperature, and humidity while in the City's custody. The City will provide Curator access to the Display Site to inspect and conduct maintenance on the Artwork promptly following request from the Curator (but in no event, more than two (2) business days after such a request). Further, the City will no less than once per month during the Display Period inspect the Artwork and will give written notice to the Curator of any damage to the Artwork within twenty-four (24) hours of discovery of such damage. The City will provide the Library's monthly calendar of events and make reasonable effort to keep the Curator updated as to any added programming. The Curator may install additional protections for the Artwork at any time during the Display Period as it, in its sole discretion, deems necessary.
6. **De-Installation.** The Curator, at their cost and expense, shall be responsible for de-installation of Artwork from the Display Site. The de-installation of the Artwork shall occur no later than the end of the Display Period described in Sec. 2 (the "Removal Date"). The City reserves the right to have the Curator remove the Artwork prior to the end of the Display Period if it is deemed at any time to interfere with the City operations or if the Artwork creates a health or safety hazard or falls into a significant state of disrepair, and in such event, the date the City requests the Artwork be removed pursuant to this sentence shall be the Removal Date. Notwithstanding anything in this Sec. 6, the City agrees to provide to the Curator, at the City's expense, paint in the color of the walls on which the Artwork is displayed in the event the de-installation of the Artwork removes any paint from such walls.
7. **Compensation.** The Curator agrees to lend the Artwork to the City for the temporary period ending on January 4, 2027, at no cost to the City. The City shall **not** compensate the Curator for display of the Artwork.
8. **No Security; Assumption of Liability and Waiver of Damages.** Curator acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. **CURATOR HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (the "CITY PARTIES") AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE/SHE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR DISPLAY SITE.** However, the releases of and waivers in favor of the City Parties in this Section 6 shall be of no effect with respect to any liability, claims, damages, or the like resulting from the negligence or willful misconduct of any of the City Parties.

**9. Removal of Artwork and Waiver of Damages.** Should Curator fail to remove the Artwork by the Removal Date, the City shall have the right to remove the Artwork, return it to the Curator, and charge the Curator for the cost of such remove and return of the Artwork. Furthermore, the Curator agrees to leave the Display Site in the same condition as it existed when the Artwork was installed and the Curator is responsible for making any and all necessary repairs to the Display Site in order to return it to its original state, as determined under the reasonable discretion of the City, subject to the other terms of this Agreement (including the City's obligation to provide paint to the Curator as set forth in Sec. 6). **IF THE CITY REMOVES THE ARTWORK FOLLOWING THE REMOVAL DATE, THE CURATOR HEREBY RELEASES THE CITY PARTIES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES THAT HE/SHE MAY HAVE WITH REGARD TO THE CITY'S REMOVAL OF THE ARTWORK, EXCEPT TO THE EXTENT THAT THE DAMAGES AT ISSUE ARE A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE CITY PARTIES.**

**10. Insurance.** Prior to the installation of the Artwork the Curator shall procure and maintain such comprehensive general liability insurance as will protect the parties hereto, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by either of the parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. Such insurance policy shall name the City as an additional insured party and shall require a thirty-day cancellation notice to the Curator. The Curator understands that the City will not insure the Artwork and that the Curator bears the risk of any loss or damage to the Artwork, and the Curator agrees to insure the Artwork under a fine art policy from the date of installation of the Artwork until the end of Display Period.

**11. Photographic Rights.**

- a. An Artwork may be photographed or videotaped, for non-commercial purposes, without first obtaining permission from the holder of the copyright for an Artwork, under the following circumstances:
  - i. By Display Site visitors for personal use; or
  - ii. By the City or the Display Site staff for internal use by the City or Display Site, including for documentation, recordkeeping, and education.

It is understood that the City cannot control, enforce, or supervise what visitors do with any images captured.

- b. Curator has informed the City of its responsibilities regarding copyright laws applicable to the Artwork. Where appropriate, the City will obtain permission from the holder of the copyright for the Artwork, prior to photographing or videotaping the Artwork for uses not enumerated above. This may include photographs or videos of the Artwork for external promotion of City educational activities and programs and promotion of the Artwork on the website or social media pages of the City or Display Site, or in emails, newsletters, event invites, or any other media or materials for promotional purposes produced by, for, or on behalf of the City or the Display Site.
- c. It shall solely be the responsibility of the City to obtain the permission required under Section 11.b., and the Curator shall have no responsibility with respect to this obligation. The City

understands that it may contact the Artist Rights Society (the "ARS") for assistance with obtaining use and reproduction permission from a copyright holder but further understands and agrees that the Curator is not responsible for the quality or nature of the assistance provided by the ARS in any respect and waives any and all claims of any kind against the Curator related to any service ARS provides or fails to provide or any other act or omission of ARS.

- d. The Artwork shall not be photographed or videotaped for any commercial purposes.
- e. Under no circumstances shall any reproduction of an Artwork by the City or Display Site staff be cropped, color edited, include overwriting, include a detail image, or otherwise change, manipulate, or alter the complete and original form of the Artwork in any manner without permission from the holder of the copyright for the Artwork. Any reproduction on the Artwork under this Section 11 must be accompanied by the description of the Artwork in Exhibit A and the following credit line: "Courtesy of OZ Art NWA, Bentonville, Arkansas".

**12. Termination/Waiver of Damages.** This Agreement may, at any time, be terminated for any reason or no reason at all by either party upon seven (7) days' written notice to the nonterminating party. **THE NON-TERMINATING PARTY HEREBY RELEASES THE TERMINATING PARTY, ITS OFFICERS, DIRECTORS, OWNERS AND BENEFICIAL OWNERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, IT MAY HAVE WITH REGARD TO THE TERMINATING PARTY'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES, EXCEPT TO THE EXTENT THAT THE DAMAGES AT ISSUE ARE A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TERMINATING PARTY (EXCEPT THAT CLAIMS FOR CONSEQUENTIAL DAMAGES ARE RELEASED AND WAIVED IN ANY EVENT).**

**13. Governing Jurisdiction.** This Agreement is governed by the laws of the State of Arkansas in the Circuit Court of Benton County.

**14. Default.** In the event a party fails to comply with any of the provisions of this Agreement, the non-defaulting party shall have the following remedies, in addition to its other rights and remedies:

- a. To immediately terminate this Agreement; and/or
- b. if the City is the non-defaulting party, to require the immediate cessation of the installation of the Artwork.

**15. Miscellaneous Provisions.**

- a. **No Third-party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- b. **Assignment.** This Agreement is not assignable by either party without the prior written consent of the other party.
- c. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

**If to Curator, to:**

**If to City, to:**

Public Art Agreement – OzArt Installation at Bentonville Public Library

OZ Art, LLC  
Melisa Durkee  
Director of Collections and Projects  
[mdurkee@ozartnwa.com](mailto:mdurkee@ozartnwa.com)

Shelli Kerr, AICP  
City of Bentonville  
305 SW A Street  
Bentonville, AR 72712  
479-271-6822 skerr@bentonvillear.com

- d. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- e. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.
- f. Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.
- h. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

**CURATOR:**

**CITY OF BENTONVILLE:**

\_\_\_\_\_

\_\_\_\_\_

Christine Franco, Vice President  
OZ Art, LLC

Stephanie Orman, Mayor  
City of Bentonville

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_

Bonnie Bridges, Staff Attorney  
City of Bentonville

---

Date

EXHIBIT A DESCRIPTION OF ARTWORK



PAUL GILLIS  
*Alchemist Table (Distillation)*, 2013  
Graphite and gesso on canvas  
60.125 x 48.125 x 1.875"

Collection of OZ Art NWA

ST2015-008

(inventory number and dimensions not to be included in credits)



AMANDA ROSS-HO  
*Untitled Prototype #4 (DIRTY GLOVES)*, 2018  
Acrylic on canvas, cotton piping, and thread  
28 x 36"

Collection of OZ Art NWA

ST2018-019 (inventory number and dimensions not to be included in credits)



ROBIN RHODE  
*Double Dutch* 2016, 2016 C-print  
Framed: 16.44 x 24.25 x 1.5" (each)

Collection of OZ Art NWA

OZ2020-019 (inventory number and dimensions not to be included in credits)



DANIEL DEWAR; GRÉGORIE GICQUEL

*Embroidered quilt with earthworms, bramble plant, hebe tiger moth, magpie moth, green stink bug, striped shield bug, green bottle flies, red-tailed bumblebees, white-tailed bumblebees, honey bees and sewing machine, 2023*

Cotton and polyester thread on linen fabric, cotton batting

65 x 76.75 "

### Collection of OZ Art NWA

OZ2023-044

(inventory number and dimensions not to be included in credits)



CLAIRE TABOURET  
*Tegyu and Terrin (blue)*, 2020  
Acrylic on wood panel  
30 x 40 x 2.125 "

Collection of OZ Art NWA

OZ2020-034

(inventory number and dimensions not to be included in credits)



MATT KLEBERG  
*Walk Like An Egyptian (Head to Head)*, 2021  
Oil stick on canvas  
84 x 84 x 1" (each)

Collection of OZ Art NWA

OZ2021-020

(inventory number and  
dimensions not to be  
included in credits)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO  
ENTER INTO CONTRACT EXTENSIONS WITH OZ ART, LLC, TO  
EXTEND THE DISPLAY OF SIX (6) TEMPORARY ARTWORKS AT  
THE BENTONVILLE PUBLIC LIBRARY;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

**WHEREAS**, the City Council approved the installation of six (6) temporary art pieces from OZ Art, LLC, for display at the Bentonville Public Library, at its August 27, 2024 meeting; and

**WHEREAS**, the Library requests an extension of those contracts allowing the artwork to be displayed until January 4, 2027.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:**

Section 1: That the Mayor and City Clerk are hereby authorized to enter into contract extensions with Oz Art, LLC, allowing the continued display of six (6) temporary artworks through January 4, 2027;

Section 2: That OZ Art, LLC, owner of the artwork, will continue to lend the artwork to the City of Bentonville at no cost to the City;

Section 3: That the six (6) artworks are as follows:

- a. *The Physics of Being;*
- b. *Walk Like an Egyptian (Head to Head);*
- c. *Tegyu and Terrin (blue);*
- d. *Embroidered Quilt with Earthworms...;*
- e. *Double Dutch;* and
- f. *Untitled Prototype #4 (Dirty Gloves).*

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.