



Anna Berke, Chair
Sharon Dennehy, Vice-Chair
Kat Zagaria Buckley
Phoebe Cole
Gillian Cook
Councilor Victoria Pelletier
Lindsay Hancock, Creative Portland
Kelly Hrenko, City Manager appointee
Jessica Lauren Lipton
Stephanie Motter
John Whipple

Management & Administration

Sean King
Urban Designer, Planning & Urban Development
Department

PORTLAND PUBLIC ART COMMITTEE

Wednesday, February 21, 2024
4:00 PM

1. Zoom Meeting Information

Due to the existence of an emergency or urgent issue the Portland Public Art Committee will conduct this meeting by remote methods/technology at the Zoom link provided below, in accordance with the requirements of 1 M.R.S. section 403-B and the City Council's Remote Participation Policy.

Allow your computer to install the free zoom app to get the best meeting experience.

For more information on how to use Zoom, please go to:

<https://www.portlandmaine.gov/remotePUD> Public comment will be taken; written comments may be submitted to publicart@portlandmaine.gov

Please click the link below to join the webinar:

<https://portlandmaine-gov.zoom.us/j/81634418875>

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Webinar ID: 816 3441 8875

International numbers available: <https://portlandmaine-gov.zoom.us/j/81634418875>

2. Call to Order

- Roll call
- January 21, 2024 meeting minutes

3. Staff Updates

- Report of decisions at the meeting held on December 20, 2023
 1. Committee members voted unanimously to proceed with the increase of \$200 from Port City Glass quote to replace (2) glass panels at Jewell Box.
 2. Committee members voted unanimously to proceed with Tuckerbrook Conservation LLC to repair *Playing Bears* at the Jetport
- Public art fund balance

4. Project Reports

- **Congress Square Park (Cole, Hancock, Whipple):**
 - No updates.
- **Conservation Projects – ACTIVE (Berke, Cole):**
 - Jewell Box glass replacement –
 - Staff in coordination with Port City glass to perform (2) glass replacements.
 - Playing Bears (Dennehy)
 - Staff informed Tuckerbrook Conservation LLC to proceed.
 - Staff coordinated with Jetport to confirm no security clearance and parking is reimbursed by Jetport Operations staff.
 - Pullen fountain
 - Taggart Objects Conservation shared the 2018 proposal that itemized the Ferrous stain removal at \$133, which would be similar for 2024 conservation project.
 - “Czar Reed”, Miller statue
 - Taggart Objects Conservation quoted \$1,500 to proceed, scheduled for mid-May 2024.
 - The Hiker, Kitson statue
 - Taggart Objects Conservation quoted \$1,300 to proceed, scheduled for mid-May 2024.
 - Loring Memorial
 - Staff received 2 quotes, provided in PPAC packet, from local stone mason companies to replace the etched granite post damaged by a motorist, set salvage boulders and reposition boulders incorrectly placed during a previous project.

- PPAC to consider compensation for landscape architect site visits.
- Staff to request quote to relocate (2) existing in-ground light fixtures when relocated granite post is installed.
- Tidal Moon
 - Staff in coordination with Corporate Counsel/Legal office for updates.
- Passing the Torch
 - On-call electrical company met Staff with the goal to develop a quote to replace (2) power boxes in stem-mounted fixtures. In addition, LED color observed to be inconsistent, PPAC to evaluate if contacting Swawney Lighting Consultants for service is appropriate.

5. Subcommittee Reports

- **Governance/Board Development Subcommittee (Berke, Dennehy)**
 - Unanimous approval by City Council to reappoint Kelly Hrenko as City Manager appointee to the PPAC for a 3-year term (Order 107-23/24).
 - Public art committee vacant seat applications will be reviewed by the City Council Nomination Committee on February 26, 2024.
- **Acquisitions (Formerly "Gifts") Subcommittee (Cole, Zagaria, Hrenko)**
 - Libbytown Neighborhood Association - Maine Med community art grant at Lowell Street Park.
 - Gifts and acquisitions information and inquiry document.
- **Communications Subcommittee (Motter, Berke)**
 - Subcommittee members to share updates.
- **Collection Management (Formerly "Site Selection") Subcommittee (Lipton, Berke, Cook, Dennehy, Hancock, Lipton, Zagaria)**
 - Potential site location consideration for Portland Homeless Service Center at 654 Riverside Street
 - Future recommendations for temporary art site locations.

6. Other Business

- **Temporary Art**

- TempoArt temporary art application review panel approved on 2/6/2024. PPAC members Kat Zagaria and Kelly Hrenko participated.
- Peact Action Maine - PPAC members next to participate include Lindsay Hanxock, John Whipple.

7. **Public Comment**
8. **Meeting Adjourns**

Next Meeting - March 20, 2024 at 4:00 p.m.



Anna Berke, Chair
Sharon Dennehy, Vice-Chair
Kat Zagaria Buckley
Phoebe Cole
Councilor Victoria Pelletier
Lindsay Hancock, Creative Portland
Kelly Hrenko, City Manager appointee
Jessica Lauren Lipton
Stephanie Motter
John Whipple

Management & Administration

Sean King, Urban Designer with Planning & Urban Development Department

PORTLAND PUBLIC ART COMMITTEE

January 17, 2024

4:00 p.m. – 6:00 p.m. online via Zoom link

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1. Call to Order

- Roll call (**Present – AB, SD, PC, GC, LH, KH, JLL, SM, JW. Absent – VP, KZB**)
- December 20, 2023 meeting minutes (**Motion to approve – AB, Second – JW**)

2. Staff Updates

- Report of decisions at the meeting held on December 20, 2023
 - Committee members voted unanimously to proceed with Port City Glass quote to replace (2) glass panels at Jewell Box – Staff received an updated quote to reflect actual dimensions.
(PPAC voted to proceed with Port City Glass and to accept \$200 cost increase presented by City Staff - SK) (Motion to approve cost increase for a total of \$1,423.90 – SD, Second – JW. No objections)
 - Committee members voted in favor to proceed with conservation projects “Czar Reed”, The Hiker
- Public art fund balance (**No updates – SK**)

3. Project Reports

- **Congress Square Park (Cole, Hancock, Whipple):**
 - No updates.
- **Conservation Projects – ACTIVE (Berke, Cole):**
 - Jewell Box glass replacement **(City staff should proceed to have Port City Glass replace glass – AB)**
 - Staff to reintroduce the updated quote from Port City Glass with actual dimensions (35 ½" x 69 ½" x ½" thick) tempered glass at \$711.95/ each (total \$1,423.90), an increase of \$200 total from 12/20/23 meeting.
 - Playing Bears (Dennehy) **(Recommends PPAC proceed with Tuckerbrook Conservation LLC treatment proposal and create a new conservator connection – SD). (Questions from PPAC about estimate of travel, PC estimates the travel time is appropriate and supports the conservation occur soon) (Motion to approve use of \$1,280 towards conservation of Playing Bears – AB, Second – PC. All PPAC voted in favor)**
 - Received quote for approximately \$1,280 from Tuckerbrook Conservation LLC to repair three claws and right foot.
 - Taggart Objects Conservation quoted \$1,400 to replace missing claws and repair damaged paws.
 - Staff is recommending a committee vote
 - Pullen fountain **(City staff awaiting revised treatment proposal from Taggart Objects Conservation – SK)**
 - Taggart Objects Conservation quoted \$1,400 to repair bronze drain fitting, ongoing staining, wax protection to plaque, and mortar appearance. PPAC recommending a revised quote to itemize services.
 - “Czar Reed”, Miller statue **(Taggart Objects Conservation to proceed based on PPAC approval vote in December 2023 - AB)**
 - Taggart Objects Conservation quoted \$1,500 to apply wax protection coating, PPAC recommends to proceed.
 - The Hiker, Kitson statue **(Taggart Objects Conservation to proceed based on PPAC approval vote in December 2023 - AB)**
 - Taggart Objects Conservation quoted \$1,300 to apply wax protection coating, PPAC recommends to proceed.
 - Loring Memorial **(PC in coordination with Jesse Salisbury who does not the capacity to perform site work and granite post replacement). (City staff is in coordination with 2 stone masonry companies to prepare treatment proposals for a later PPAC meeting – SK)**
 - Staff in coordination with Todd Richardson, landscape architect and has requested stone masonry specialist quotes to fabricate and install replacement granite sentinel post and boulders.
 - Tidal Moon **(Jesse Salisbury damage assessment including in meeting packet and shared with City’s Legal dept to process an insurance claim – SK)**
 - Staff in coordination with Corporate Counsel/Legal office to process Jesse Salisbury restoration and cleaning quote.
 - Passing the Torch (Zagaria): **(City staff coordinating electrician proposals to repair non-operative light fixtures, quotes will be presented at a later PPAC meeting – SK)**
 - On-call electrical companies contacted to provide a service quote for materials and labor for the 5 observed LED light fixture outages, Staff continues to coordinate.

4. Subcommittee Reports

- **Governance/Board Development Subcommittee (Berke, Dennehy)**

- Chairs to provide an update.
- City Clerk has advertised the vacant committee member seat for Gillian Cook. The Nomination Committee will begin interviews in February, specific deadline and date forthcoming.
- City Manager Danielle West has recommended Kelly Hrenko for an additional term (3 years) as City Manager appointee to the public art committee. The reappointment will be on the 2/5 City Council agenda.
- **Acquisitions (Formerly “Gifts”) Subcommittee (Cole, Zagaria, Hrenko)**
 - Libbytown Neighborhood Association - Maine Med community art grant at Lowell Street Park.
 - Gift application template for future donations **(Subcommittee has created a Gifts application that will be shared with PPAC chairs and City Staff for review – PC)**
- **Communications Subcommittee (Berke, Motter)**
 - Subcommittee members to share updates. **(AB has volunteered to be on communications subcommittee – AB)**
 - Create a shared digital folder for committee reference files.
- **Collection Management (Formerly “Site Selection”) Subcommittee (Berke, Cook, Dennehy, Hancock, Lipton, Zagaria)**
 - Potential site location consideration for Portland Homeless Service Center at 654 Riverside Street

5. Other Business

- Temporary art
 - Back Cove TempoArt temporary art application received, Maya Balassa to coordinate the review panel with public art committee members Kat Zagaria & Kelly Hrenko. **(A tentative date in early February '24 will be scheduled for the review panel – SK). (Temporary art application is located next to Back Cove parking lot to be constructed from natural bamboo material to represent two large herons – KH)**
 - **City staff introduced a collaborative approach to repair the Obelisk to George Cleeves located at Congress Street and Eastern Promenade roadway with potential historic CLG funds, Parks department budget and public art fund – SK).**

6. Public comment

- **Members of the public including Alice Spencer, Mary Allen Lindemann and Moon Machar presented to the PPAC a previous temporary art project by TempoArts entitled Mother's Garden at Kennedy Park in East Bayside neighborhood, requesting the PPAC consider investment as permanent public art.**

7. Meeting adjourns at 5:11pm

Next Meeting – February 21, 2024 at 4pm



Loring Memorial

Maine Stone Scapes

Client Name: Sean King
Project Name: Loring Memorial
Jobsite Address: 449 Eastern Promenade Portland, Maine 04101
Estimate ID: EST2407
Date: Jan 27, 2024
Billing Address: 389 Congress Street Portland, Maine 04101

Loring Memorial

Replacement of the granite post, etched with 38 letters, 2 periods on 3 sides (REMEMBERING REMEMBERING Charles J. Loring Jr.). Upper case letters are Times Roman font at 4" ht x 4" width (3-1/2" spacing), lower case letters are Times Roman at 2-1/2" height with capitalized letters at 3-1/2" height (3-1/4" spacing). The post is a rough split post dimension approximately 100" - 110" height x 14.5" - 16" square, Red Stone Granite as original.

Attachment to a new concrete footing with 1" rebar or other as required.

Placement of (1) salvaged boulder for the City's stockpile within the planting area as a protection measure from vehicles.

Reposition (2) granite boulders to align with the viewshed as originally designed.

City of Portland to be responsible for all things dealing with traffic during construction. Includes but not limited to appropriate traffic cones and lane closures.

City of Portland responsible for choosing and delivering extra boulder for protecting the post.

Subtotal	\$9,500.00
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Taxes	\$0.00
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Estimate Total	\$9,500.00
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MAINE STONE SCAPES, LLC

33 Simmons Road South Portland, Maine 04106

www.mainestonescapes.com

Page 1 of 4

33 Simmons Road
South Portland, Maine 04106

p. 2072518127

Mainestonescapes.com
email: Dan@mainestonescapes.com

(207) 251-8127

E-mail: Dan@mainestonescapes.com

LANDSCAPE CONSTRUCTION PROPOSAL AND AGREEMENT

1. Terms of Agreement. The term of this Agreement ("Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the services. The estimated date of commencement is Spring and the estimated date of completion is Spring. The dates of commencement and completion may be changed if the site is unavailable, delay occasioned by weather or material unavailability, or other factors outside MSS's control.

2. Property Lines. Prior to the commencement of the work, the OWNER will provide MSS with information as to the location of property lines and all subsurface utility and service lines, including but not limited to electrical, telephone and gas lines and water and irrigation pipe-lines and conduits. MSS may rely on the accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omissions by the owner. Unless otherwise provided for herein, MSS will be responsible for obtaining any municipal building permits required in relation to the performance of the work.

3. Permits. The OWNER shall be responsible for obtaining all permits from local or state authorities. MSS will be responsible for obtaining all permits if the OWNER checks the box at the end of this section and initials and dates the request.

MSS to obtain Permits. Date:

OWNER initials:

4. Building Materials. Unless otherwise specified, all building materials provided shall be new. MSS shall have total control of the work and shall be solely responsible for the construction means, methods, techniques, sequences, and installation caused by MSS in the performance of the work. MSS agrees to remove all debris and leave the premises in broom clean condition.

5. Agreement Cost. The budget for materials and services is \$ 9,500.00 , subject to the following terms and conditions:

a. Site Unknowns. It is the responsibility of the OWNER or the OWNER's representative to fully inform MSS with respect to the condition of the site, including buried materials, cables, pipes, tree stumps, drainage, irrigation, water table issues, rock and shale subsurface locations, or other impediments or factors that could impact the quality, cost, and timeliness of the project. The OWNER is solely responsible for any unknown or unanticipated site conditions.

b. Deposit of (50%) of the project cost due upon agreement.

c. Except as otherwise provided in this Agreement, all payments required by this Agreement shall be in U.S. dollars.

6. Warranty. In addition to any additional warranties set forth below, MSS warrants that the work will be free from faulty materials, constructed according to standards commonly recognized for landscape contractors for this location, constructed in a reasonably skillful manner and fit for the use intended. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this Agreement subject to the following terms and conditions.

a. MSS warrants all materials are fit for the ordinary purposes for which such materials are used in landscape construction. MSS warrants all construction and installation services were performed in a workman-like manner, comply with standards of landscape contracting in the community, and are in compliance with the OWNER's plans and specifications. The Warranty commences on completion of the project and runs for a period of one calendar year subject to the following terms and conditions.

i. All construction materials are subject to the manufacturer's specific warranties and are not warrantied by MSS.

ii. The Warranty is subject to OWNER maintaining the installation in accordance with MSS's instructions and subject to the usually expected maintenance for landscape installations.

iii. The Warranty does not apply if OWNER is in default of this Agreement.

b. Upon OWNER providing MSS with a timely notice of a warranty claim within the warranty period, MSS will have thirty (30) days to respond to the warranty claim.

7. Resolution of Disputes. If a dispute arises concerning the provisions of this Agreement or the performance by the parties that may not be resolved through a small claims action, then the parties agree to settle this dispute by jointly paying (50/50) for one of the following (check one only):

1. Binding arbitration under the Maine Uniform Arbitration Act, in which the parties agree to accept as final the arbitrator's decision;

2. Non-binding arbitration, with the parties free to reject the arbitrator's decision and to seek a solution through other means, including a lawsuit; or

3. Mediation, in which the parties negotiate through a neutral mediator in an effort to resolve their differences in advance of filing a lawsuit.

8. MSS will be responsible for any damage to utilities during the project provided the OWNER has informed MSS in writing of the location of said utilities prior to commencement of

the work. If the location of the utilities are unknown, the cost for an outside service to locate said utilities shall be borne by the OWNER. MSS's responsibility for damage to properly disclosed utilities is limited to the cost of repair only.

9. Typically, dust and debris are released into the air during the construction and earth-moving project. MSS is not responsible for any cleaning or costs associated with cleaning for a structure, vehicle, or abutting property.

10. Independent Contractor. In providing the services under this Agreement, it is expressly agreed that the contractor is acting as an independent contractor and not as an employee.

11. Notice. The OWNER hereby authorizes MSS to communicate with the OWNER via e-mail or text message at the above-stated address number. The communication will be considered delivered with a confirmed read receipt from the OWNER, immediately upon being served personally and two (2) days after being deposited in the postal service.

Maine has adopted the Uniform Electronic Transaction Act (10 M.R.S. § 9401) and the Maine Digital Signature Act (10 M.R.S. § 9501). The parties agree that this Agreement and any Change Orders may be consummated by a digital signature which shall have the same force and effect as a manual signature.

12. Indemnification. Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective shareholders, officers, agents, and employees against any and all claims, losses, damages, liabilities, penalties, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of negligence of the indemnifying party. This indemnification will survive the termination of this Agreement.

13. Entire Agreement. It is agreed that there are no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

14. Inurement. This Agreement will ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Maine.

16. Severability. In the event that any provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

17. Waiver. The waiver by either party of a breach, default, delay or omission of any the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provision.

18. Lien Rights. Under Maine law any person or business who furnishes labor, services or materials to improve or beautify any land by virtue of a Agreement with or by consent of the owner, has a lien on the lot of land so improved or beautified, to secure payment of the outstanding amount and costs.

19. The lien shall be enforced by procedures set forth in 10 M.R.S. § 3251, et seq. Any deposit not paid upon certification by MSS of work-phase completion shall create a lien in favor of MSS. Unless other arrangements are made with MSS, all project work under the Agreement shall cease twenty-four (24) hours after project payment is due. Work shall commence upon payment subject to the Agreement term being extended for the period of non payment.

20. Access for Promotion. MSS shall have the right to access the site for the purposes of taking photographs in relation to the work both prior to and after completion of the work and shall have and retain all copyright in said photographs which may be used by MSS at its sole discretion in reference and promotional materials, portfolios and/or publications.

Estimate authorized by: _____
Company Representative

Signature Date: _____

Estimate approved by: _____
Customer Representative

Signature Date: _____

Landcrafters



Veteran's Memorial Monument
Charles J. Loring jr.
Portland Public Art Program
City of Portland

Monument Post Replacement

Newer Post \$ 18,627.00
Mount on site a new 16x16x9ft split faced engraved Granite Post attached to a new footer with a ground covering of mulch loam and or gravel.

Reclaim Post \$ 21,819.00
Mount on site a reclaim 15x13x9ft split faced engraved Granite Post with a new footer and ground coverings of mulch loam and or gravel.

Date of Acceptance:

Note: This estimate is subject to revocation if not accepted within thirty (30) days.

Signature:

Signature

All materials are of the description specified. Work will be performed in accord with standard practice. Any change is subject to material agreement, and in the event of such change, an equitable adjustment shall be made in price. Not responsible for any cause or condition beyond our control. Purchaser responsible for all necessary insurance and permits.







The Myth Makers: Donna Dodson & Andy Moerlein

Proposal for Tempo Art

Dancing for Joy: By
the Will of the People



