

RESOLUTION No. 21-67

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INSTALLATION OF PUBLIC ART NAMED “CATALINA” AT THE HOLIDAY INN EXPRESS DEVELOPMENT PROJECT LOCATED AT 1691 NW 107 AVENUE, DORAL, FLORIDA, PURSUANT TO THE CITY’S PUBLIC ART PROGRAM; PROVIDING FOR RECORDATION; PROVIDING FOR A MAINTENANCE AGREEMENT, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 15, 2015, the City of Doral (the “City”) implemented the Public Arts Program to guide the placement of public art within private and public development projects throughout the City; and

WHEREAS, the intent of the City’s Public Arts Program is to stimulate the City’s cultural environment, heritage, diversity, and create unique community character through public and private artworks integrated into the architecture, infrastructure, and landscape of new developments; and

WHEREAS, Palma Building, LLC. (the “Developer”) is constructing a Holiday Inn Express Hotel at 1691 NW 107th Avenue, Doral, FL (the “Project”). The Applicant has elected the option to install artwork within the project as specified in Chapter 75 “Public Arts Program” of the City’s Land Development Code; and

WHEREAS, on February 12, 2021, the City’s Public Arts Program Advisory Board held a meeting and received testimony from the Applicant regarding their art in public places proposal for the Project located at 1691 NW 107th Avenue, Doral, FL 33172; and

WHEREAS, after evaluating the Applicant’s proposal and considering all testimony, the Public Arts Program Advisory Board voted to unanimously recommend the proposal to the Mayor and the City Council for approval; and

WHEREAS, The City Manager respectfully recommends approval from the Mayor and the City Council of the Public Arts Program application submitted by the Applicant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Mayor and the City Council hereby approve the Public Arts Program application by Palma Building, LLC., for the Holiday Inn Express development located at 1691 NW 107th Avenue, Doral, FL 33172, attached hereto as “Exhibit A.”

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of Chapter 75 of the Land Development Code and this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Cabral who moved its adoption. The motion was seconded by Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 17 day of March, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”



**CITY OF DORAL
PUBLIC ARTS PROGRAM SUBMITTAL
for
1691 NW 107th Avenue
Doral, FL 33172**



Palma Building, LLC
1691 NW 107th Avenue
Doral, FL 33172



CITY OF DORAL PUBLIC ARTS PROGRAM APPLICATION SUBMITAL CHECKLIST

Please take a moment and read carefully. This completed and signed form must accompany your Public Arts Program Application.

Applicant must:

- Read and review Public Arts Program Ordinance
- Submit completed Public Arts Program Application form:
 - 1st Page – Applicant/Property Owner Information, Architect/Contractor Information
 - 2nd Page – Project Information
 - 3rd Page – Public Arts Program Requirement options
- Submit preliminary sketches, photographs or other documentation describing the nature of the proposed artwork
- Submit an appraisal or other evidence of the value of the proposed artwork including acquisition and installation costs
- Submit preliminary plans with detailed information required by the City to evaluate the location of the artwork and its compatibility with the proposed development project and/or with the character of adjacent developed parcels and the existing neighborhood. Evaluation requirements for proposed location to be considered:
 - Works of art shall be located in areas where residents and visitors live and congregate and shall be accessible and visible to the public
 - Areas used by tourists, including parks and thoroughfares, at public or governmental facilities
 - The artwork's appropriateness to the site and permanence of the work considering the environmental conditions at the site
 - The aesthetic quality and harmony with the existing on-site improvements and neighborhood
- Submit a narrative statement to the city to demonstrate that the artwork will be displayed in a public place
- Submit a written agreement executed by the artist who created the artwork, in which he or she expressly waives all rights that can be waived under applicable state and federal laws. The artist of approved artwork shall grant to the City an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the artwork for city-related purposes, and grant to the city the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the artwork, pursuant to a license that shall be approved by the city attorney
- When artwork is to be placed on private property, submit a written statement executed by the property owner and approved by the city attorney that requires the landowner or his or her successors and assigns to defend, indemnify and hold the city harmless against any liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from any claim, action or liability related to the artwork
- Submit a statement indicating property owner's willingness to maintain the art work in compliance with section 75-114 of the Ordinance



**CITY OF DORAL
PUBLIC ARTS PROGRAM
APPLICATION SUBMITAL CHECKLIST**

Palma Brito Juan Victory 11/28/2020
APPLICANT'S SIGNATURE PRINT DATE

Elizabeth Alvarez Alvarez 11/28/2020
PUBLIC ART PROGRAM LIASON SIGNATURE PRINT DATE

For more information, clarification or questions call the Planning and Zoning Department at (305) 593-6630.

This document is intended only as a guide. Specific requirements or documents may differ based upon your specific project application. The application and review process may be delayed if any item listed is omitted.



Accepted By: Elizabeth Alvarado
 Date: 10/28/2020

**CITY OF DORAL – PUBLIC ARTS PROGRAM
 PROJECT APPLICATION FORM**

This form is to be completed and submitted to the Planning and Zoning and Building Departments with your building plan at the time of application submittal.

PLEASE PRINT

Palma Building, LLC
 Applicant/Property Owner
 1691 NW 107th Avenue
 Address
 Doral 33172
 City Zip Code
 305-599-3511 786-484-6729
 Telephone Cell Phone
 ricardomiguel23@hotmail.com
 Fax E-mail

Alberto Cavaliere
 Architect/Contractor
 1037 NW 23 Street
 Address
 Miami 33127
 City Zip Code
 786-210-4990 786-257-6074
 Telephone Cell Phone
 cavaliere.alberto@gmail.com
 Fax E-Mail

Palma Building, LLC
 Property Owner
 2204 NW 82nd Avenue
 Address
 Miami 33122
 City Zip Code
 305-599-3511 786-484-6729
 Telephone Cell Phone
 ricardomiguel23@hotmail.com
 Fax E-Mail

PROJECT INFORMATION

Building Permit #: 2017120407

Project Name

Hotel Holiday Inn Express Doral

Project Address

This project is:

New Construction

Rehabilitation/ Tenant Improvements

Estimated Square Footage of this Project: 50,170

Proposed Use of this Space: _____

Total Project Construction Cost: \$ \$ 9,100,056.80

(Total Value of the Construction of, or Reconstruction Work on, Structures as STS (or verified) by the Building Official in Issuance of Building Permit for Construction and Reconstruction. Ordinance No. 2015-09, Section 75-101(d))

Minimum Art Allocation: \$ \$ 90,101.00

(Government Development Projects shall provide for the acquisition of works of arts equivalent in value to not less than 1.5% of the Total Project Construction Cost. Non-Municipal Development Projects shall provide for the acquisition of works of arts equivalent in value to not less than 1.0% of the Total Project Construction Cost. Ordinance No. 2015-09, Section 75-107(a-b))

Anticipated Commencement Date of Construction: 10/10/19

[This section of the Application was left blank intentionally]

HOW IS THE PROJECT SATISFYING THE CITY PUBLIC ARTS PROGRAM REQUIREMENT?

() Non-Governmental Development Projects may pay 1% of the project valuation as determined/verified by the Building Official into the City's Public Arts Fund. Ordinance No. 2015-09, Section 75-101(n). The Government Development Projects shall provide for the acquisition of work art consistent with the requirements set forth in Ordinance No. 2015-09, Section 75-107(a);

(X) Commission original art work to be installed on the property (subject to approval by the City's Art Program Advisory Board. Ordinance No. 2015-09, Section 75-106). Complete the Artist and Artwork Information Form;

() Donate art work (subject to approval by the subject to approval by the City's Art Program Advisory Board. Ordinance No. 2015-09, Section 75-106). Complete the Artist and Artwork Information Form;

We, the undersigned, have read and understood the City of Doral Public Arts Program Ordinance and the requirements outlined in this application. We understand that we must comply with the provisions of the Ordinance prior to a final inspection and the City's issuance of a Certificate of Occupancy for the development or remodeling activity proposed above. We agree to cooperate with City Building Official and/or designated staff to fulfill the terms and guidelines applicable to the activity proposed above. In addition, a covenant will be recorded at the completion of the project to ensure compliance with the City's Public Arts Program Ordinance and related administrative regulations.

All parties listed below that are involved with the project are required to sign. This application will not be considered complete until all necessary signatures have been obtained.

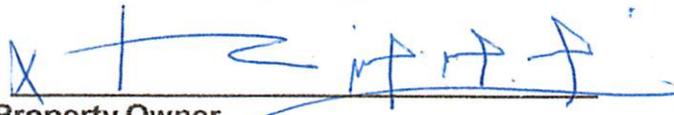
Applicant/Tenant



Date

06/18/2020

Architect/Contractor/Artist



Date

06/16/2020

Property Owner

Date

**For further information, please contact:
Public Arts Coordinator at (305) 593-6630
Planning and Zoning Department**

5-26-2016



**CITY OF DORAL
PUBLIC ARTS PROGRAM
ARTIST AND ARTWORK INFORMATION FORM**

This form is to be completed by the Artist and submitted to the Public Arts Coordinator in the Planning and Zoning Department with your building plan at the time of applicant submittal.

1. Artist Name: Alberto Cavalieri
Address: 1037 NW 23 Street
City/State: Miami, Florida
Telephone: 786-210-4990 Email Address: cavalieri.alberto@gmail.com

(Note: Enclosed the Artist Resume and Statement which defines the thought process that inspired the development of the proposed artwork.)

2. Description of the Site: 75 room Hotel Holiday Inn Express & Suites
a 5 story structure with surface parking.

3. Description of the Proposed Artwork (Include Rendering, Maquette, Drawing, Etc.):
SCULPTURE Title: Catalina, Technique: Stainless Steel

4. Dimensions of Artwork: 144" x 39" x 39"

5. Description of Art Project Foundation or Base: Concrete Foundation

6. Location of Artwork (Provide Site Plan): Porte Cochere as indicated in
Landscape drawing L-1.0.

7. Landscape Description: As per Landscape drawing L-1.0

8. Lighting Description: LED

9. Maintenance Description: Clean with a damp cloth

(Note: All artwork placed on the site of a development project shall remain the property of the owner of the site; artwork acquired by the City pursuant to Section 75-106 shall remain the property of the City. The obligation to provide all maintenance necessary to preserve and maintain the artwork in good condition shall remain with the owner of that site and the owner's successors and assignee, unless agreed to otherwise by resolution of the City Mayor and Council. Application for such request and all associated fees with processing same shall be borne by the applicant.)

10. Artwork Selling Price: \$90,101 + sales tax

Alberto Cavalieri

Curriculum Vitae

Alberto Cavalieri was born in Caracas in 1969, where he later studied mechanical engineering, industrial design and art, beginning a career in art in 1993. In 2016 Cavalieri moved to Miami, where he currently lives and works.

Selected Solo Exhibitions

2019

Torquere

Sol Taplin Gallery, Miami

2018

Solid Knots

Miami Shores Village Sculpture Garden, Miami

Pipe-Lines

Art Nouveau Gallery, Miami

2017

Con-Ductos (Pipe-Lines)

Galería Viloria Blanco, Maracaibo, Venezuela

Alberto Cavalieri

Brockay Memorial Library, Miami

Large Scales

Spacetime Projects, Miami

2014

Inoxidables (Stainless)

Espacio Monitor, Caracas

Transfiguraciones (Transfigurations)

Galería Viloria Blanco, Maracaibo, Venezuela

2012

Fragmented Knot

Art Nouveau Gallery, Miami

2009

Hierros y Epifanías (Iron and Epiphanies)

Galería Freites, Caracas

2004

Descontenciones (Discontentions)

Galería D'Museo, Caracas

2003

Estructurales IPN (IPN Structural)

Outdoor Exhibition, Isabel La Católica Square, Caracas

2000

Nada en Concreto (Nothing in Concrete)

Galería D'Museo, Caracas

1996

Psique + Acero (Psyche + Steel)

Galería UNO, Caracas

Selected Group Exhibitions

2019

For Now

Contemporary Venezuelan Art of the Miami Diaspora, Coral Gables Museum, Coral Gables

2018

El lenguaje del Color (The Language of Color)

Espacio Monitor, Centro de Arte Los Galpones, Caracas

2017

Anti-Readymade

Espacio Monitor, Centro de Arte Los Galpones, Caracas

Zona Maco

RGR Art Gallery, DF, México

Abstracción: Atracción (Abstraction: Attraction)

GBG Art, Caracas

2016

Visión Constructiva (Constructive Vision)

Espacio Monitor, Centro de Arte Los Galpones, Caracas

2015

Big

Espacio Monitor, Centro de Arte Los Galpones, Caracas

Proposiciones Abstractas (Abstract Propositions)

Galería D'Museo, Caracas

Selección=Relación (Selection=Relation)

Espacio Monitor, Centro de Arte Los Galpones, Caracas

2014

Biennial Salón Arturo Michelena (Arturo Michelena Biennial Salon)

Valencia, Carabobo, Venezuela; received the Andrés Pérez Mujica Award

2013

Sotheby's Latin American Art

New York, USA

Signos Contemporáneos en el Arte Venezolano (Contemporary Signs in Venezuelan Art)

Galería La Cometa, Bogotá,

Houston Fine Art Fair

Evan Lurie, Gallery, Indiana, USA

Narrativas Tridimensionales (Tridimensional Narratives)

Sala CAF, Caracas

2012

Pinta London Art Fair

Art Nouveau Gallery, London

2010

Not Made in China

Galería La Cuadra, Caracas

2009

Circuito en 3 Dimensiones (3 Dimensional Circuit)

Universidad Simón Bolívar, Caracas

2008

Confluencias (Confluences)

Ciudad Banesco, Caracas

I Bienal de Escultura de Guadalajara (I Sculpture Biennial of Guadalajara)

Guadalajara, México

2007

1er Simposio Internacional de Escultura Isla de Margarita (1st International Sculpture Symposium Margarita Island)

Porlamar, Nueva Esparta, Venezuela

2006

Dearte Contemporáneo (On Contemporary Art)

V Fair of Spanish Galleries, Palace of Congresses and Exhibitions, Madrid

2005

Premios Italia para las Artes (Italy Awards for the Arts)

Centro de Arte La Estancia, Caracas; received the First Award with *Autópica IV*

2004

Parque de Esculturas FIA Trasnocho (FIA Trasnocho Sculpture Park)

Sala TAC, Trasnocho Cultural, Caracas

2002

Primer Salón Andino de Escultura (First Andean Sculpture Salon)

Museo Municipal de Arte Moderno, Cuenca, Ecuador

60ª Salón Arturo Michelena (60th Arturo Michelena Salon)

Valencia, Carabobo, Venezuela

2001

En Paralelo (On Parallel)

Sala Cultural PDVSA, Anzoátegui, Venezuela

Obras de la Colección (Works in the Collection)

Sala de la Electricidad de Caracas, Caracas

2000

Sendero de Esculturas (Sculpture Walk)

Universidad Metropolitana, Caracas

1999

Semana de Venezuela en Cuba (Week of Venezuela in Cuba) Havana.

IV Salón Pirelli de Jóvenes Artistas (IV Pirelli Young Artist Salon)

Museo de Arte Contemporáneo de Caracas Sofía Imber, Caracas

La Escultura del Espacio Urbano (Sculpture in Urban Space)

Museo de Arte Contemporáneo de Caracas Sofía Imber, Caracas

Pier Walk '99 International Sculpture Exhibition

Chicago

1998

All That Is Solid

Socrates Sculpture Park, Long Island City, New York

XIII Salón Nacional de Arte Aragua (XIII Arte Aragua National Salon)

Museo de Arte Contemporáneo de Maracay Mario Abreu, Aragua, Venezuela

1997

XII Salón Nacional de Arte Aragua (XII Arte Aragua National Salon)

Museo de Arte Contemporáneo de Maracay Mario Abreu, Aragua, Venezuela

1996

Arte por la Vida (Art for Life)

Museo de Arte Contemporáneo de Caracas Sofía Imber, Caracas

1993

Primer Festival AVAA de Esculturas (First AVVA Sculpture Festival)

Centro Cultural Consolidado, Caracas

Awards

2014

Premio Andrés Pérez Mujica, Bienal Salón Arturo Michelena,

Valencia, Carabobo, Venezuela

2005

Italy Awards for the Arts, first award, Centro de Arte La Estancia,

Caracas

2002

First Andean Sculpture Salon, third mention, Museo Municipal de Arte Moderno,

Cuenca, Ecuador

1998

Awarded a Grant to build the sculpture Watch your Step,

Socrates Sculpture Park, Long Island City, New York

Collections

Museum of Latin American Art, Long Beach, California

Museo de Arte Contemporáneo de Caracas, Venezuela

Museo Vial, Porlamar, Nueva Esparta, Venezuela

Museo Municipal de Arte Moderno, Cuenca, Ecuador

Colección Ministerio de Transporte Terrestre y Obras Públicas, Caracas

Colección PDVSA La Estancia, Caracas

Colección Electricidad de Caracas, Caracas

Colección Ciudad Banesco, Caracas

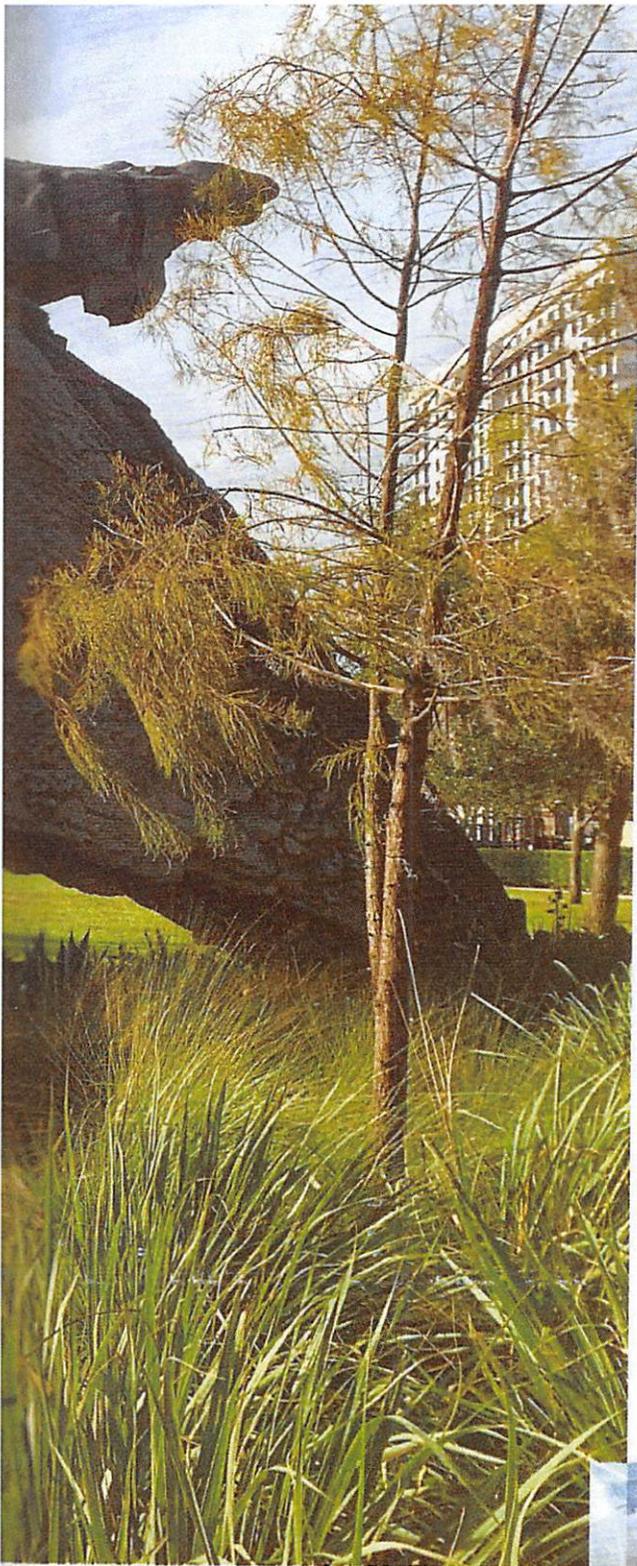
Colección Seguros Caracas, Caracas

Colección Seguros Caroní, Caracas

Colección Bancaribe, Caracas

Colección Fondo de Valores Inmobiliarios, Caracas

Colección Procter & Gamble de Venezuela, Caracas



Rafael Barrios' *Gravity of the Gravity* was unveiled at Miami Dade College West Campus on International Human Rights Day 2016. The sculpture commemorates the 68th anniversary of the Universal Declaration of Human Rights, which was adopted by the United Nations General Assembly on Dec. 10, 1948.

About the artist: Rafael Barrios (1947) is a Venezuelan American sculptor, with many prestigious awards in the U.S. and internationally. His geometric sculptures seem to defy the laws of gravity by portraying metal pieces that create the illusion of rhythmic floating.

Location: 3800 NW 115th Avenue



Alberto Cavalieri's *Ignea Magna*, located in front of the new DoubleTree Hotel is one of the latest additions of monumental art to the city. Made of stainless steel, with a set of well-coordinated lights, which give it a very contemporary look.

About the Artist: Alberto Cavalieri is a Venezuelan artist, of international renown. His monumental sculptures have been installed in many places, including Venezuela, Spain and the U.S. Coincidentally, in 1998, Cavalieri won a grant and exhibition contest for a work installed in New York's Socrates Sculpture Park.

Location: 10250 NW 19th Street

John Henry's *Despedida/Bienvenido* is one of the most recent monumental works from this artist. Installed in 2016 at the entry to Downtown Doral, *Despedida/Bienvenido* stands at either side of the street, creating a gateway and landmark entry point for the community.

About the artist: John Henry (born 1943) is an American sculptor, internationally renowned, who has produced many monumental and large-scaled works of art for museums, cities and public institutions across the United States, Europe and Asia.

Location: Downtown Doral Main Street



Christopher Rodriguez Barake, Deputy Director of the Doral Contemporary Art Museum (DCAM), shares some of his favorite work displayed throughout the city...

Christopher Barake
Interview by: Dainy Tapia

Driftwood Hospitality Mgt, LLC

As Agent For: Holiday Inn Express
 1691 NW 107th Avenue
 Doral, FL 33172
 Ph: 786-899-9671 Fax:

PURCHASE ORDER

No. 50131 C.O
 Date 3/10/20
 Project 2020 Renovation Budget
 Tag R Sculpture @ Entry

TO:

Space Time Visual Arts, LLC
 1037 NW 23rd Street
 Miami, FL 33127
 Ph: 786-257-6074 Fax:

**SHIP TO /
 WORK AT :**
 20531

Palma Building, LLC
 d/b/a Holiday Inn Express
 1691 NW 107th Avenue
 Doral, FL 33172
 Ph: 786-899-9671 Fax:
 Attn: Juan Victory

BILL TO :

Palma Building, LLC
 C/O Driftwood Hospitality Mgt, LLC
 11770 US Highway 1, Suite 202
 North Palm Beach, FL 33408

24 hour notice is required for all deliveries to insure there is staff available to received the goods.

****ALL DELIVERED ITEMS MUST BE CLEARLY MARKED WITH THE FOLLOWING:
 PURCHASE ORDER NUMBER TAG LINE INFORMATION ITEM NUMBER
 A SHIPMENT WITHOUT THIS INFORMATION WILL BE RETURNED AT THE VENDOR'S EXPENSE!****

		Terms	Ship Via	Sales TaxPC		
		Per Agreement	Freight Incl.	7.00		
C.O	Item	Qty	Description	Unit Price	Ext. Price	
	sculpture	1	Each Provide labor & materials to create the specified sculpture to include: Title: Catalina Artist: Alberto Cavaleri Technique: Stainless Steel Dimensions: 144" x 39" x 39"	\$90,101.00	\$90,101.00	
	Exp Delivery Date	8/17/20				
	Material					
Bldg Exterior						
Note: Sculptural calculations, city permits, foundation, anchors, landscaping and light expenses are the responsibility of the buyer. Artist will install the sculpture.						

****Destination determines tax rate applied****

Notes OK per JV - TC.

Subtotal	\$90,101.00
Tot Freight	
Sales Tax	\$6,307.07
Total	\$96,408.07

Contracted By:
 Space Time Visual Arts, LLC
 Signed: _____
 By: Alberto Cavaleri
 Date: _____

Contracted as Managing Agent For:
 Palma Building, LLC
 Signed: *Tim Copella*
 By: Tim Copella
 Date: _____



Space Time Visual Arts, LLC
 1037 NW, 23 Street
 Miami, Fl 33127

CONTRACT TO PURCHASE ART

Date 03/ 05 / 2020

Bill To:
Palma Building, LLC 1691 NW 107 th Avenue Doral, Fl 33172. USA Atn. Mr. Ricardo Miguel Ph.- +1 305 599-3511

Ship To:
Space Time Visual Arts 1037 NW 23 Street Miami, Fl 33127. USA

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
1	Sculpture	Artist: Alberto Cavaleri Title: Catalina Technique: Stainless steel Dimension: 144 x 39 x 39 in	90,101.00	90,101.00
		Sub Total		90,101.00
		7% Tax		6,307.07
		Total US\$		96,408.07

1037 NW 23 Street
 Miami, FL 33127
 Telephone: +1 786 210 4990
info@spacetimeprojects.com
www.spacetimeprojects.com



TERMS AND CONDITIONS:

Schedule of Payment:

Due on receipt	US\$	24,102.07
August 2020	US\$	72.306.00

All payments should be made payable to: Space Time Visual Arts.

The sculpture Catalina will be delivered at, Holiday Inn Express, in 1691 NW, 107 Avenue, Miami FL 33172, when the end payment is charged.

Sculpture structural calculations, city permits, foundation, anchors, landscaping and lighting expenses are the responsibility of the buyer.

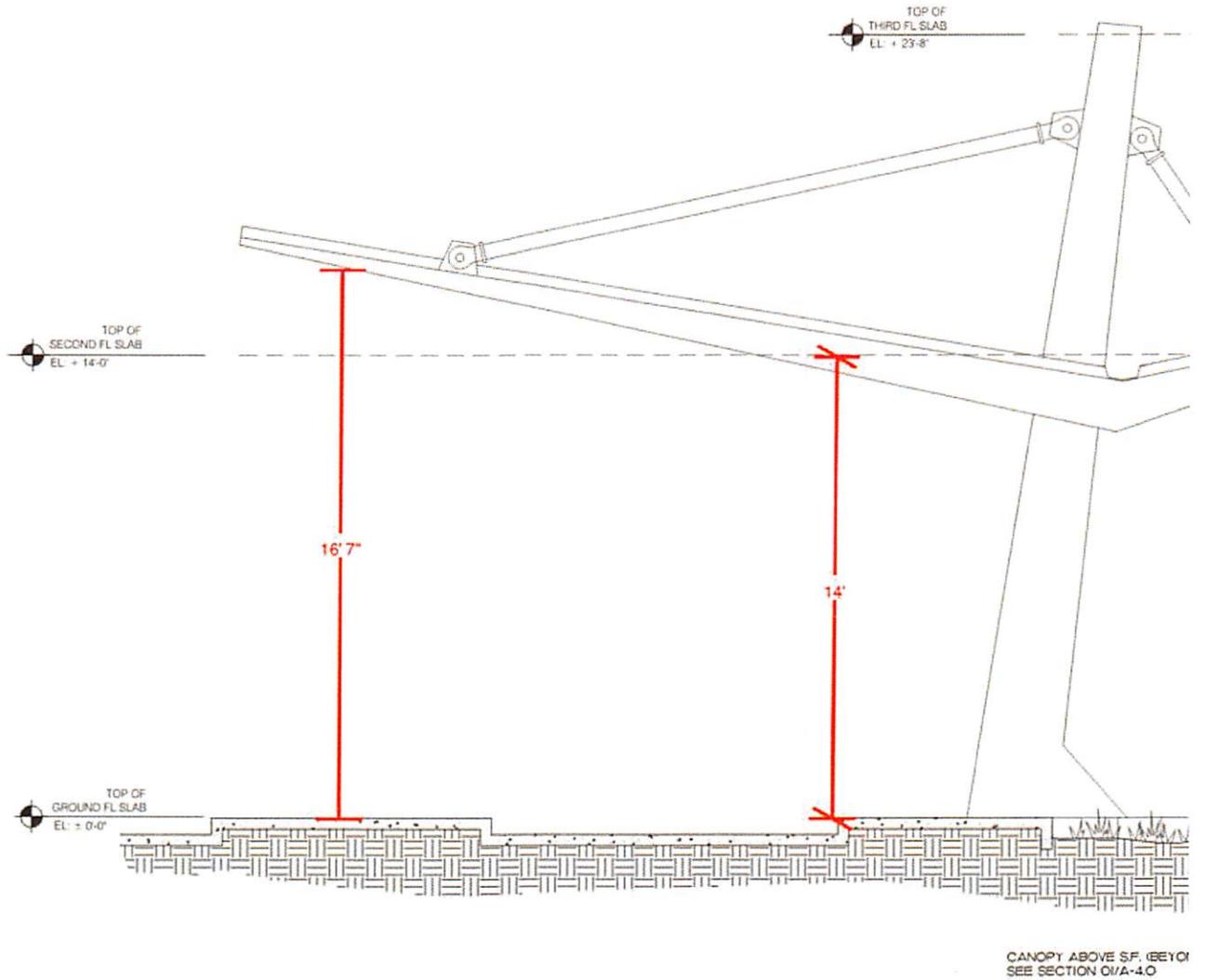
The artist will install the sculpture.

In case City of Doral does not approve the Art, the deposit will be refunded of the 25% , equivalent to \$24,102.07

ACCEPTED BY
PALMA BUILDING LLC
POR / MR. RICARDO MIGUEL

SIGN & DATE

1037 NW 23 Street
Miami, FL 33127
Telephone: +1 786 210 4990
info@spacetimeprojects.com
www.spacetimeprojects.com



From: Alba De Abreu <albabreu@gmail.com>
 Sent: Thursday, March 5, 2020 2:21 PM
 To: Juan Victory <jvictory@dadlp.com>
 Cc: cavaliere alberto <cavaliere.alberto@gmail.com>; Tim Copella <tcopella@hpago.com>
 Subject: Re: CONTRACT TO PURCHASE ART - ALBERTO CAVALIERI -

Buen Dia Juan,
 Te adjunto el contrato corregido,
 Por favor, hazme saber cuando lo recibas, para acordar los pasos a seguir.
 Mil gracias,
 Alba De Abreu
 786 210 4990

On Thu, Mar 5, 2020 at 11:57 AM Juan Victory <jvictory@dadlp.com> wrote:



Diciembre 2019

Estimado Sr. Juan Victory,

Aprovecho la oportunidad para saludarlo muy cordialmente y hacerle llegar la propuesta escultórica de mi autoría intelectual diseñada para el proyecto del hotel Holiday Inn, ubicado en la ciudad del Doral.

Esperando que la propuesta sea de su agrado, me despido,

Muy cordialmente,

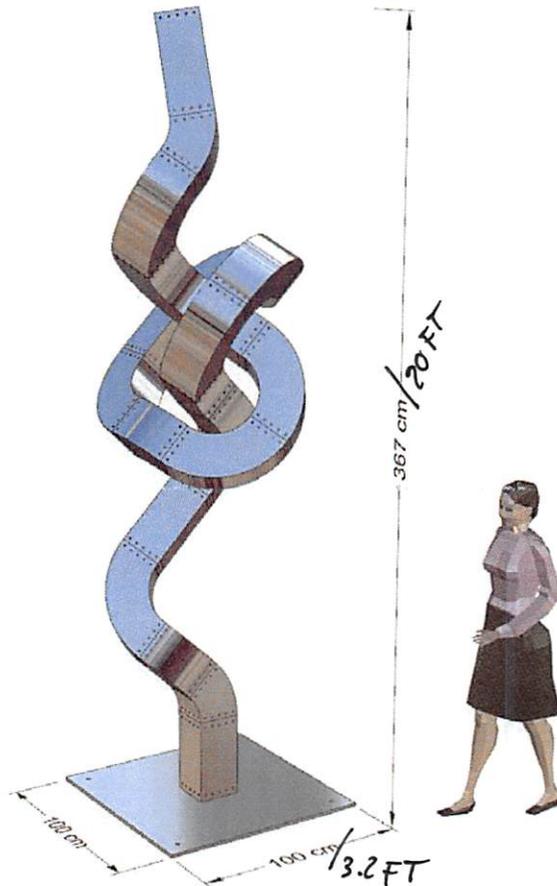
Alberto Cavaliere
Space Time Projects
+1 786 257 6074

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spacetime
projects

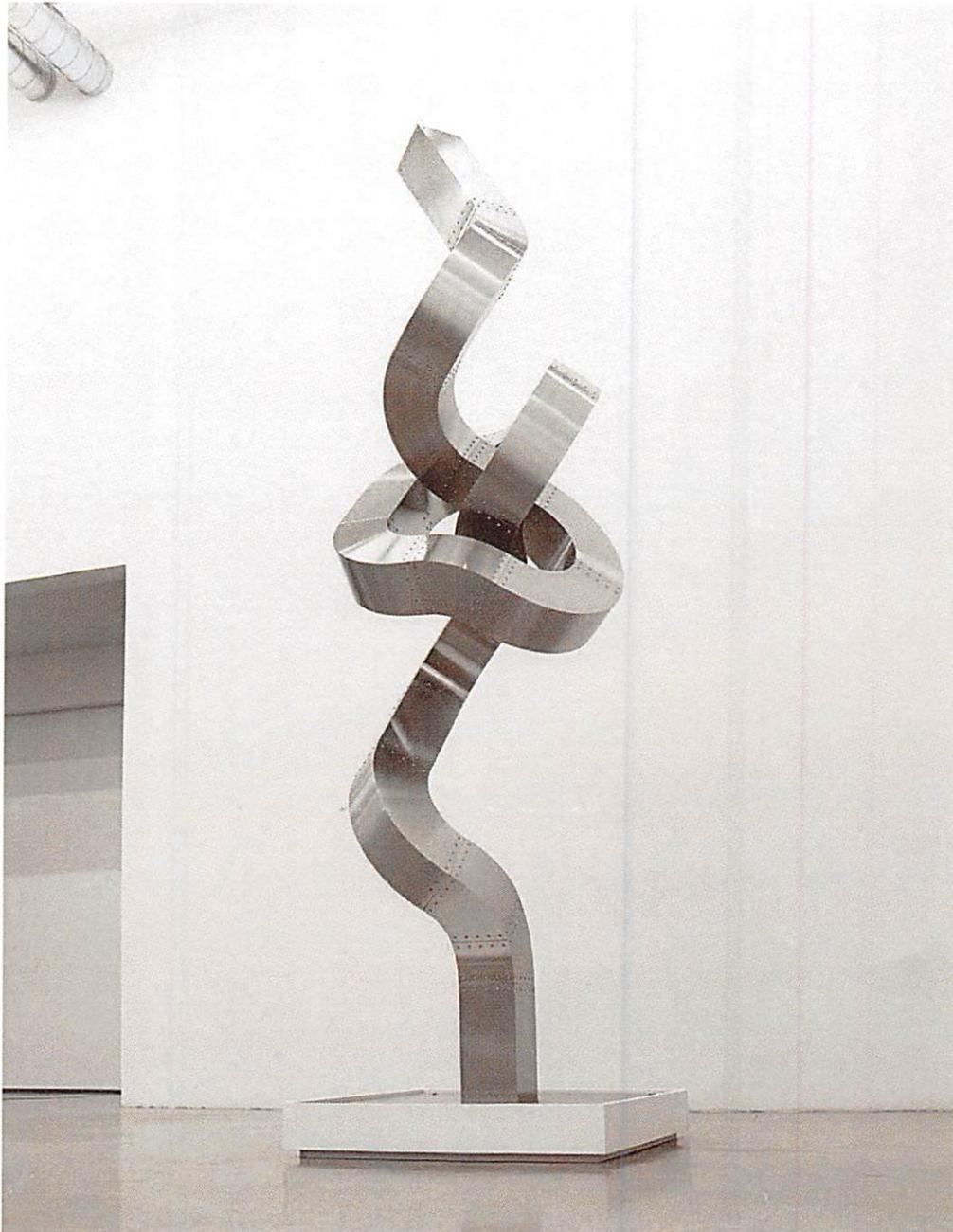
Título: Catalina
Técnica: Acero Inoxidable
Dimensiones: 144 x 39 x 39 in / 367 x 100 x 100 cm
Precio: US\$ 110.000,00



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info@spacetimeprojects.com
www.spacetimeprojects.com

PALMA BUILDING, LLC
1691 NW 107th Ave
Doral, FL 33172

August 10, 2020

City of Doral
Public Arts Committee
8401 NW 53 Terrace
Doral, Florida 33166

Re: Letter Agreement Regarding Public Art Installation at Palma Building, LLC
Property – 1691 NW 107th Avenue, Doral, FL 33172

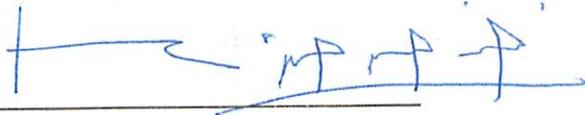
Dear Committee:

This letter is being submitted by Palma Building, LLC with regard to the public art installation (the "Public Art") has made on its privately-owned hotel property located at 1691 NW 107th Avenue, Doral, Florida 33172 (the "Property"). In regard to the Public Art, Palma Building, LLC hereby agrees to the following:

1. Palma Building, LLC shall indemnify, defend and hold the City of Doral harmless from any liability, loss, damage, cost or expense (including reasonable attorney's fees and court costs) arising from any claim, action, or liability related to the Public Art. The foregoing obligation shall be bidding on Palma Building, LLC, successors, and assigns.
2. Palma Building, LLC shall maintain the Public Art in compliance with Section 75-114 of the Doral City Code.

In witness whereof, Palma Building, LLC has executed this letter agreement as of the date set forth above.

Palma Building, LLC

By: 

Ricardo Miguel Valdes
Manager

SPACE TIME VISUAL ARTS, LLC
1037 NW 23rd Street
Miami, FL 33127

August 10, 2020
City of Doral - Public Arts Program
Project Application
Public Arts Coordinator (305.593.6630)
8401 NW 53 Terrace
Doral, Florida 33166

Artist release of Rights of Art work

To City of Doral Public Arts Coordinator:

Let this act of written agreement executed by artist, Alberto Cavaliere, Manager of Space Time Visual Arts, LLC, who is responsible for the creation of the art work as part of the Palma Building, LLC, 1691 NW 107th Avenue, Doral, FL 33172, in which he expressly waives all rights that can be waived under applicable state and federal laws. The artist of the approved artwork grants the city an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce, and distribute two dimensional reproductions of the artwork for city-related purposes and grant to the city the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the artwork, pursuant to a license that shall be approved by the city attorney. City approval of the artwork shall be deemed to be grant of the artist to the city which is deemed to be public records pursuant to the public record laws of the state. The city shall also have the option of referring to the name and title of the artist and artwork in reproductions.

In donating, conveying, releasing rights, to the artwork, the City of Doral, Florida having reviewed and accepted the artwork, shall hold the artist harmless in all lawsuits originating from said artwork and by enjoined in the artist's defense of said lawsuits.



Signature of Artist of Record
Alberto Cavaliere
Space Time Visual Arts

ARTWORK INSTALLATION AND MAINTENANCE AGREEMENT

This ART WORK INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement") is made this _____, in the City of Doral Florida, by and between Palma Building, LLC ("Owner"), Alberto Cavalieri ("Artist") and the City of Doral ("City").

RECITALS

WHEREAS, City understands the importance of art in public places and the role that it plays in preserving our culture, conveying the history of our community, beautifying the city, and advancing the arts; and

WHEREAS, the City has adopted a Public Arts Program codified in Chapter 75 of the Code of Ordinances: and

WHEREAS, the Artist has submitted a proposal to design, fabricate, install and donate to the City the following particular piece of art ("Art work") at the following described location: 1691 NW 107th Avenue, Doral, FL 33172.

WHEREAS, on _____, the Public Art Program Committee approved the Artist's Artwork proposal (attach photo or rendering to this Agreement) and accepted the donation based on the conditions set forth in this Agreement.

WHEREAS, to comply with the City's sections of the code of ordinances regulating art in public places, Owner, Artist, and City desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the installation, maintenance, and ownership of the Artwork.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

1.1 "Art work means durable creations that can be original or limited editions of art including, but not be limited to, sculptures, art works, monuments, frescoes, fountains, paintings, stained glass, murals, or ceramics and may include architectural designs, components or structures. The "art work" medium can include, but not be limited to, glass, steel, bronze, wood, stone and concrete. For purposes of the art program, "art work" does not include the following:

- i. Directional elements, such as signage or graphics.
- ii. Objects that are mass produced in a standard design.
- iii. Landscape gardening, unless substantially comprising durable elements defined as "art work" under this section.

1.2 "Commercial" means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.

1.3 "Commercial element" means art that by virtue of its location or proximity to a business may serve a minimal commercial purpose. If that art were in a different location, it would be considered pure art and not commercial in nature.

1.4 "Good condition" means that the art work is free of dirt, debris, and any other object or substance interfering with the public's view of the art work.

2. Owner's Covenants

2.1 Compliance with Section 75-106. Owner covenants that Owner has complied with section 75-106 of the Code of Ordinances entitled "Application Procedures for placement of art work on private property.

2.2 Authorization. Owner covenants that Owner owns the property located at 1691 NW 107th Avenue, Doral, FL 33172 (the "Property"), is authorized to permit the installation of the approved Art Work upon the Entrance of the Property, and will permit Artist to do so following this Agreement's execution.

2.3 Maintenance and Repair. Owner covenants to maintain and repair the art work during the term of this Agreement in accordance with the terms and conditions provided for in Section 75-114 of the Code of Ordinances so that the art work is at all times in a state of good condition.

3. Artist's Covenants

3.1 Installation. Artist covenants to complete installation of the art work in accordance with the building permit issued and specifications as approved by the City.

3.2 Necessary Artistic Repairs. Artist covenants to assist Owner in making any necessary repairs to the art work.

3.3 Maintenance. Artist covenants adhere to the maintenance plan submitted to the City pursuant to section 75-115.

4. Term, Termination, and Extension

4.1 Term. This Agreement shall have a term of twenty-five (25) years from the date of execution, unless terminated pursuant to this Article 4.

4.2 Owner's Termination. Owner may elect to terminate this Agreement if Artist fails to install the art work as specified in this Agreement.

4.3 City's Termination. City may elect to terminate this Agreement if the art work is not maintained in accordance with the maintenance plan.

4.4 If this Agreement is terminated prior to the 25-year term, Owner understands and agrees that he will be responsible for the Public art in-lieu fee required under Chapter 75.

5. Specifications

5.1 The art work shall be consistent with the preliminary sketches, photographs or other documentation previously submitted and approved by the City.

5.2 Artistic Freedom. The provisions of this Article 5 shall not in any way limit or restrict Artist's right to include content that is not commercial, indecent, or obscene.

5.3 Sponsor and Artist Identification. In no event shall the name of a sponsor, a sponsor product likeness, or the Artist's signature individually comprise more than one (1) percent of the art work.

5.4 Configuration and Dimensions. The art work shall be of the same configuration and dimensions as the scale rendition preliminarily approved by the City.

6. Installation

6.1 Time of Installation. Artist shall begin installing the art work as soon as reasonably practicable after this Agreement's execution and receipt of all required permits.

6.2 Notice of Installation. Artist shall provide advance notice in writing to Owner and the City of the date and time Artist intends to install the art work. Artist may thereafter proceed with the installation if Owner is not present, unless Owner notifies Artist in writing otherwise.

6.3 Materials. Artist shall be responsible for providing, at its cost, all materials necessary to install the artwork.

6.4 Landscape Protection and Removal. To the extent reasonably practicable under the circumstances, Artist shall take care to protect any landscaping on the Property during installation. If installation requires the removal of any landscaping on the Property, Artist shall be responsible for replacing the landscaping after completing installation. Prior to removing or altering any landscaping on the Property, Artist shall first acquire Owner's consent to such removal or alteration.

7. Maintenance and Repairs

7.1 Maintenance and Repairs. Owner shall be responsible for maintaining the art work in good condition at all times while this Agreement is in force. If, for any reason, the art work is not so maintained, as determined by City, City shall notify Owner of the need to perform maintenance and/or repairs and identify the actions necessary for compliance with this provision. If, after thirty (30) days from the date of the City's notification to Owner of the need for maintenance and/or repairs, Owner has not performed the actions identified by City as being necessary for compliance with this provision, City may enter Owner's property and perform any necessary maintenance and/or repairs at Owner's expense.

7.2. Access. Owner hereby grants City and Artist a right of access to the Property to perform maintenance and repairs required pursuant to this Agreement, and otherwise to ensure the art work remains in good condition while this Agreement is in force. The license shall continue for a period of twenty-five (25) years from the date of this Agreement's execution.

8. Removal

8.1 Removal by City. City may remove the art work at Owner's expense if Owner fails to maintain the art work in good condition as provided in Section 7.1.

8.2 Removal by Owner. Owner may remove the art work at Owner's expense if Owner reasonably determines that the art work is harming the Property or limiting

Owner's ability to use the Property for the purpose for which it is intended; provided that Owner shall provide Artist and City with sixty (60) days' notice that Owner intends to remove the art work at the end of the notice period. If possible, Owner shall work with Artist and City to find another suitable site for the art work. If Owner is unable to find a suitable site for the art work acceptable to the City, Owner shall be pay the City the Public art in-lieu fee.

9. Insurance and Indemnification

9.1 Insurance. Owner and Artist shall obtain adequate insurance, both in type and amount, as determined by the City Manager.

9.2 Indemnification and Coordination. Owner and Artist hereby agree: (i) to jointly and severally indemnify City for any costs the City incurs in connection with the art work caused by the actions of the Owner or Artist, their officers, employees, or agents, or any person who was under their control insofar as permitted by law. Further, Owner and Artist hereby agree to hold harmless, indemnify, and defend the City of Doral, its officials, members, agents, and employees against any claims, costs, damages, demands, liability, and notices, or any of these, arising or resulting from any claims of damage or injury proximately caused by actions of either party in connection with the art work, regardless of whether the city is actively negligent or passively negligent, except for those claims, costs, damages, demands, liability, and notices, or any of these, caused solely by the negligence or willful misconduct of City; and (ii) to cooperate with the City to respond to specific risks, hazards, and dangers to public health and safety that are reasonably foreseeable consequences of the activity contemplated by this Agreement

10. Intellectual Property

10.1 Copyright. Subject to the restrictions and usage rights and licenses granted to the City hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the art work.

10.2 Intellectual Property License. Artist hereby grants to Owner, and to Owner's agents, authorized contractors and assigns, and to City an unlimited and irrevocable license to do the following with respect to the art work:

- (i) Owner may use and display the art work on the Property.
- (ii) Owner and City may make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the art work. Owner and City may use such reproductions for any Owner-related or City-related purpose, including advertising, educational and promotional materials, brochures, books,

flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. Owner and City shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. Owner and City shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: "[Title of Artwork-Catalina]" © [Year of completion-2020] by [Artist's name-Alberto Cavalieri]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this agreement. Neither Owner nor City may license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the art work or to reproductions.

10.3 Third Party Infringement. Artist represents and warrants that the art work is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Neither Owner nor City is responsible for any third-party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify Owner and City against any claims brought against Owner or City alleging that the art work infringes the intellectual property rights of any third parties.

10.4 Publicity. Owner and City shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the art work. Artist shall be reasonably available to attend any ceremonies related to the art work.

10.5 Trademark. In the event that Owner's or City's use of the art work creates trademark, service mark or trade dress rights in connection with the art work, Owner and City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

10.7 Waiver of Artist's Rights. With respect to the art work produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist hereby waives any and all claims, arising at any time and under any circumstances, against Owner and City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)) and any other local, state, federal or international laws that convey rights of the same nature or any other type of moral right protecting the integrity of works of art. Specifically, Artist hereby waives any and all such claims against Owner or any future owners of the Property, and its agents, officers and employees, and City. Artist hereby represents and warrants that the Artist is authorized to sign this waiver.

11. Miscellaneous Provisions

11.1 Limitation of Liability. Under no circumstances shall one party to this agreement be liable to the other party for any special, consequential, indirect, or incidental damages, including lost profits, arising out of or in connection with this agreement, or any activities performed in connection with this agreement, regardless of whether a claim made by that party is based on contract or tort.

11.2 Survival. The provisions contained in Articles 9 and 10 shall survive the expiration or termination of this Agreement.

11.3 Modification and Amendment. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Miami-Dade County.

11.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

11.6 Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions.

11.7 Counterparts. This Agreement may be executed in multiple counterparts and signatures may be exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.

11.8 Relationship of the Parties. Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either Party except those expressly granted herein.

11.9 Attorney Fees. In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recovery of its attorney's fees, litigation expenses, and court costs incurred in the action brought

thereon. Attorney's fees and litigation expenses shall include without limitation costs of preparation and discovery and retaining expert witnesses, and such fees and expenses shall be payable whether or not the litigation proceeds to final judgment.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____

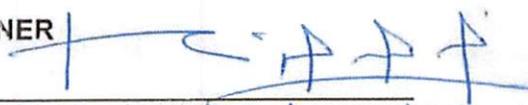
Albert P. Childress, Acting City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Luis Figueredo, Esq.

City Attorney

OWNER | 

By: _____
Its: Ricardo Rigel MARM

Date: 08/11/2020

Artist 

By: _____
Its: ALBERTO CAVALIERI

Date: 08 / 11 / 2020