

RESOLUTION No. 22-20

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INSTALLATION OF TWO (2) WELDED ALUMINUM SCULPTURES AT THE ICP AT NW 97 AVENUE WAREHOUSE DEVELOPMENT PROJECT LOCATED AT 1500 NW 97 AVENUE, DORAL, FLORIDA, PURSUANT TO CHAPTER 75 OF THE CITY'S LAND DEVELOPMENT CODE; 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, ICP NW 97th Associates LLC (the "Developer") is constructing a warehouse development at 1500 NW 97 Avenue, Doral, FL 33172 (the "Project"); and

WHEREAS, ICP NW 97th Associates LLC (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 December 10, 2021, a concept proposal of public artwork by Dolf James (the "Artist") was presented to the City's Public Arts Program Advisory Board for review; and

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

WHEREAS, the Mayor and City Council finds that the adoption of this resolution is in the best interest of the health, safety and welfare of the residents of the City of Doral.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 ICP NW 97th Associates LLC, for the ICP @ NW 97th Avenue development located at 1500 NW 97 Avenue, Doral, FL 33172, attached hereto as "Exhibit A."

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

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

PASSED AND ADOPTED this 9 day of February, 2022.



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:

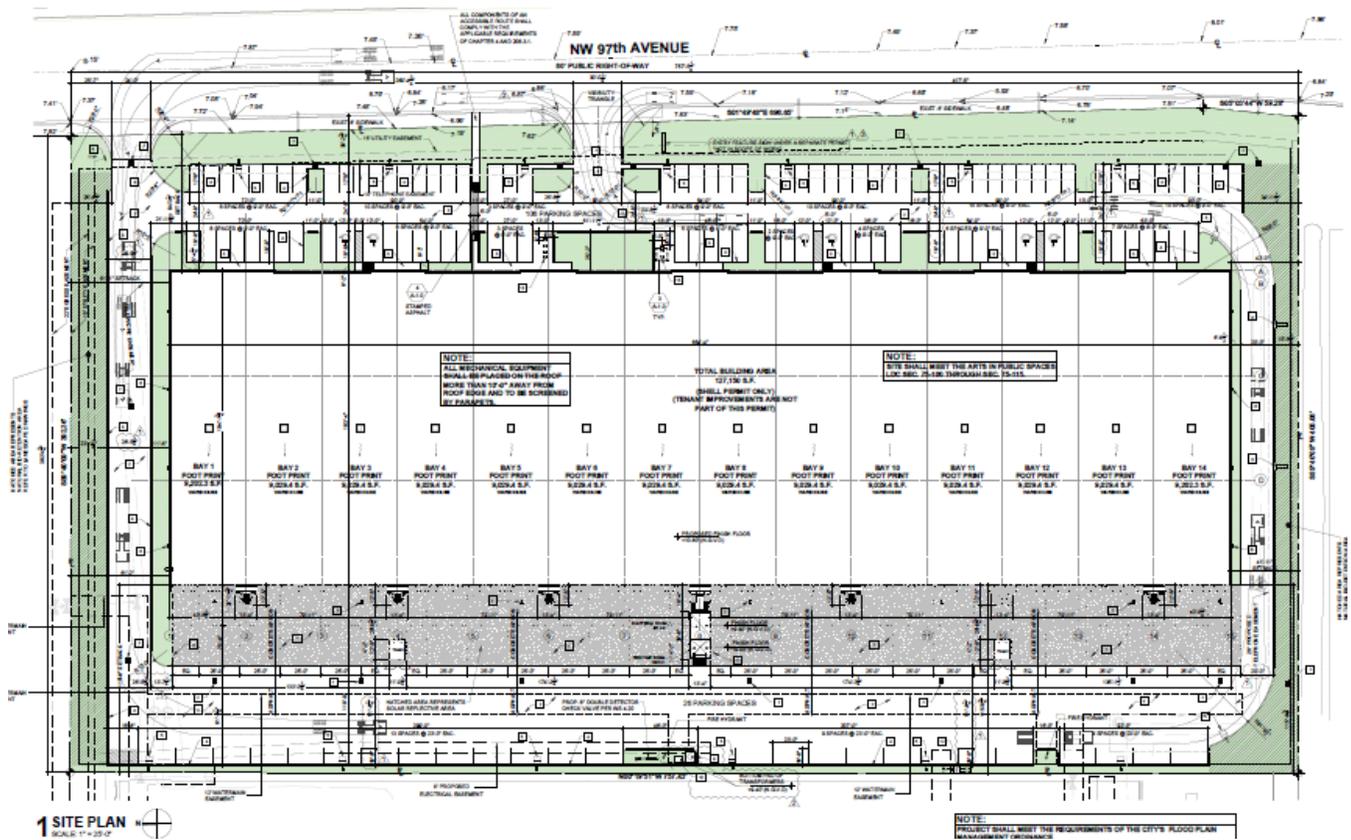


LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”



CITY OF DORAL PUBLIC ARTS PROGRAM SUBMITTAL



ICP NW 97th Associates LLC
1500 NW 97 Avenue, Doral, FL 33172



Accepted By: Elizabeth Alvarez

Date: 11/26/2021

CITY OF DORAL – PUBLIC ARTS PROGRAM PROJECT APPLICATION FORM

This form is to be completed and submitted to the Planning and Zoning Department at the time of application submittal.

PLEASE PRINT

ICP NW 97th Associates LLC

Applicant/Property Owner

10165 NW 19th Street

Address

Doral

33172

City

Zip Code

(305) 593-2222

(305) 505-2894

Telephone

Cell Phone

jdiaz@TheEastonGroup.com

Fax

E-mail

V3 Architectural Group, Inc.

Architect/Contractor

13944 SW 8th Street, Suite 206

Address

Miami

33184

City

Zip Code

(305) 559-1496

(305) 904-5117

Telephone

Cell Phone

jose@v3architecturalgroup.com

Fax

E-Mail

Same as above

Property Owner

Address

City

Zip Code

Telephone

Cell Phone

Fax

E-Mail

PROJECT INFORMATION

Building Permit #: _____

ICP @ NW 97th Avenue

Project Name

1500 NW 97th Avenue, Doral, FL 33172

Project Address

This project is:

New Construction

Rehabilitation/ Tenant Improvements

Estimated Square Footage of this Project: 127,500 sf

Proposed Use of this Space: Warehouse

Total Project Construction Cost: \$ **6,889,042**

(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: \$ **68,890,00**

(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: MARCH 2022

[This section of the Application was left blank intentionally]

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

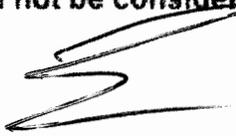
() Non-Governmental Development Projects may pay 1% of the project valuation as determined/verified by the Building Official into the City's Public Arts Fund. Ordinance No. 2015-09, Section 75-101(n). The Government Development Projects shall provide for the acquisition of work art consistent with the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

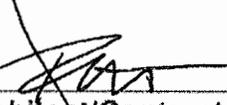
(x) Commission original art work to be installed on the property (subject to approval by the City's Art Program Advisory Board. Ordinance No. 2015-09, Section 75-106). Complete the Artist and Artwork Information Form;

() 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 Edward J. Easton Date 12-7-20


Architect/Contractor/Artist _____ Date 12/4/2020


Property Owner Edward J. Easton Date 12-7-20

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



**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: Dolf James
Address: 2689 Rosselle Street
City/State: Jacksonville, FL 32204
Telephone: 904-655-7029 Email Address: dolfjames@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: Industrial/Distribution building in International Corporate Park ("ICP")
ICP is one of the premier business parks in Doral developed by the Easton Group of over
4 million sf of industrial, office and retail space.
3. Description of the Proposed Artwork (Include Rendering, Maquette, Drawing, Etc.):
Construction is of welded aluminum, sketches and site plan attached.
4. Dimensions of Artwork: Each sculpture measures app'x 12'-6" tall, 12' wide, 8' deep
5. Description of Art Project Foundation or Base: The sculptures are fitted with small mounting
feet embedded in hidden concrete footings.
6. Location of Artwork (Provide Site Plan): Two (2) sculptures located at entrance to the building
located at 1500 NW 97th Avenue (see site plan).
7. Landscape Description: Landscaping for the project to reflect mature trees, lawn, hedges
and plantings utilized to augment the sculpture artwork on premises.

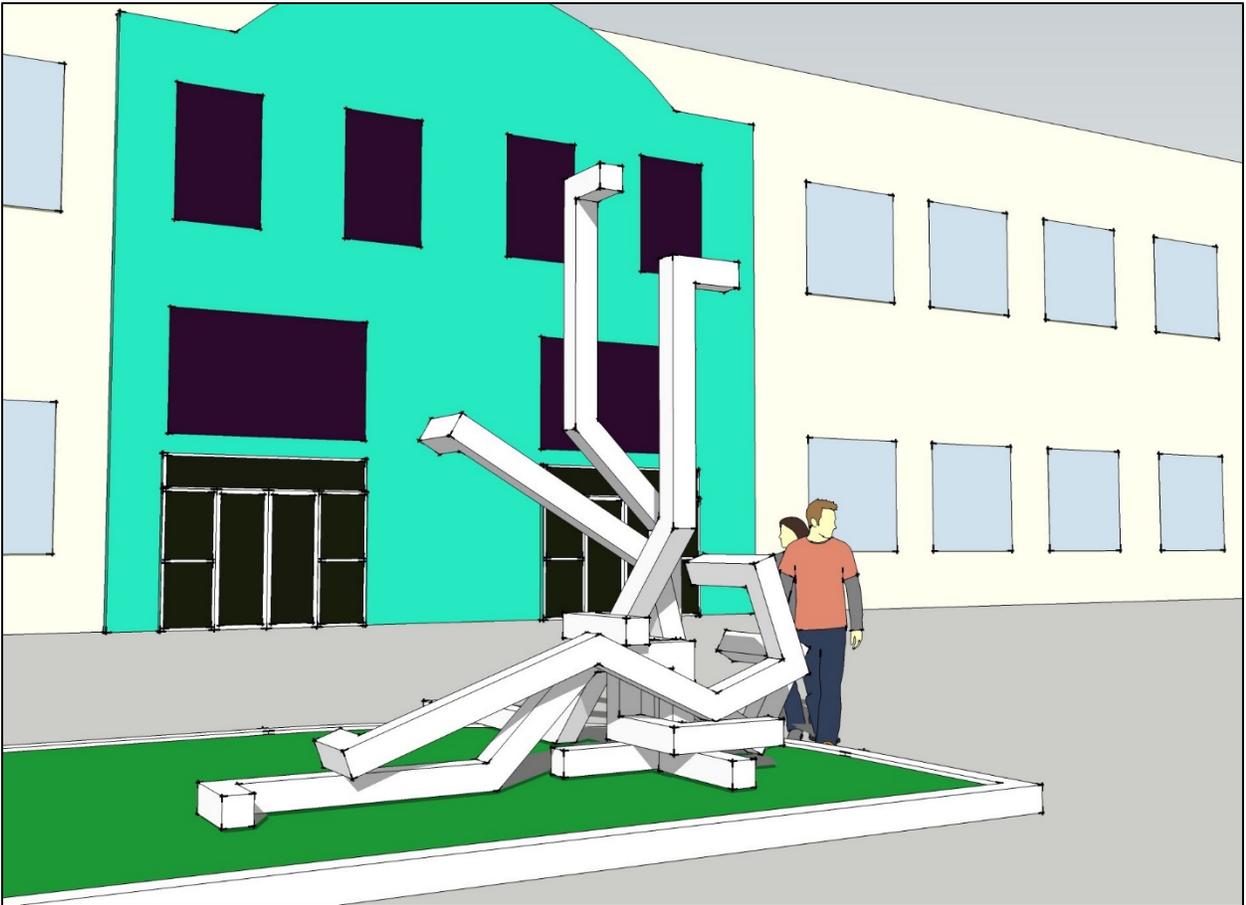
8. Lighting Description: Base lighting utilized to reflect the sculptures at each side of entrance to the building on 97th Avenue.

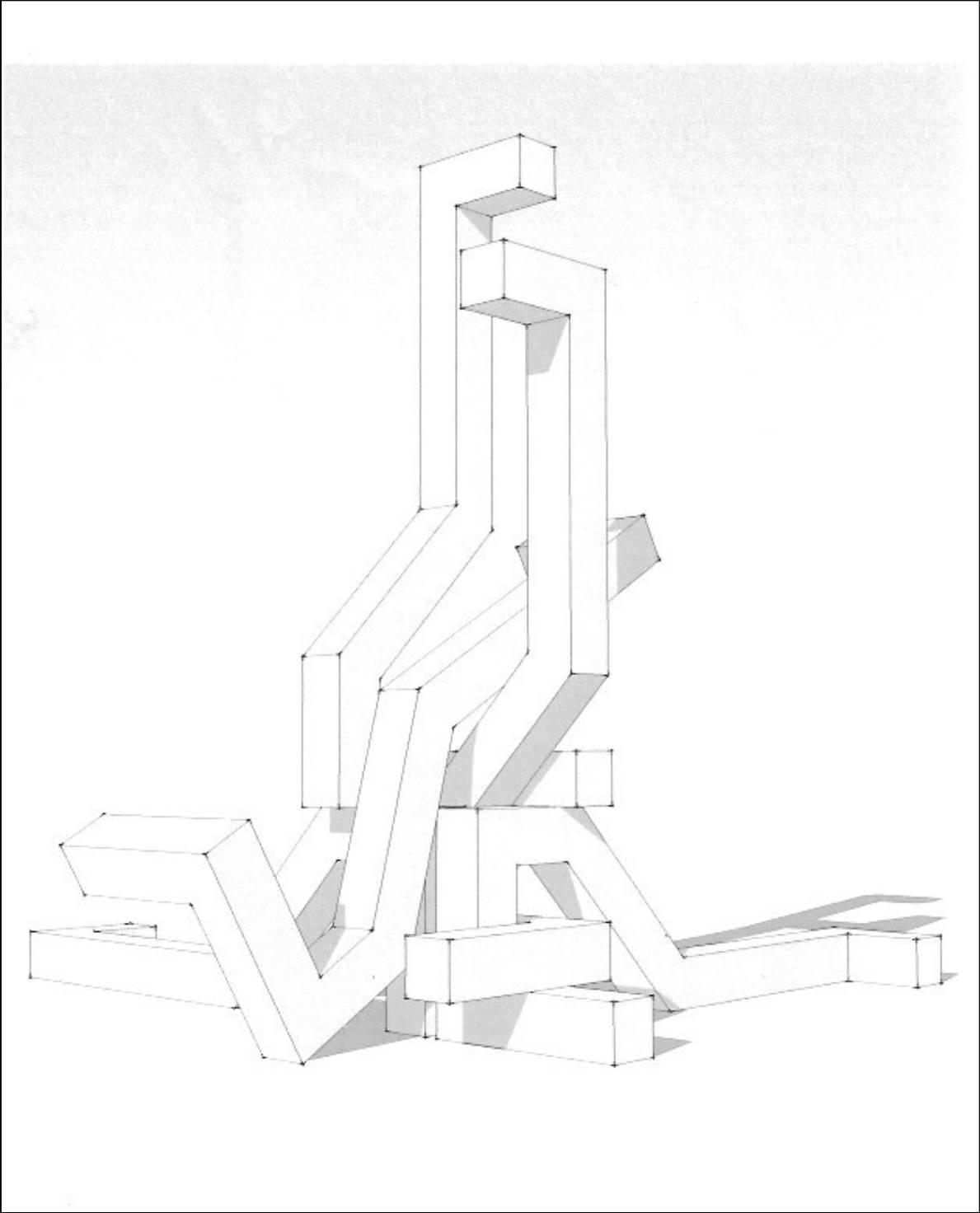
9. Maintenance Description: Raw aluminum to weather. There is no maintenance needed

(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.)

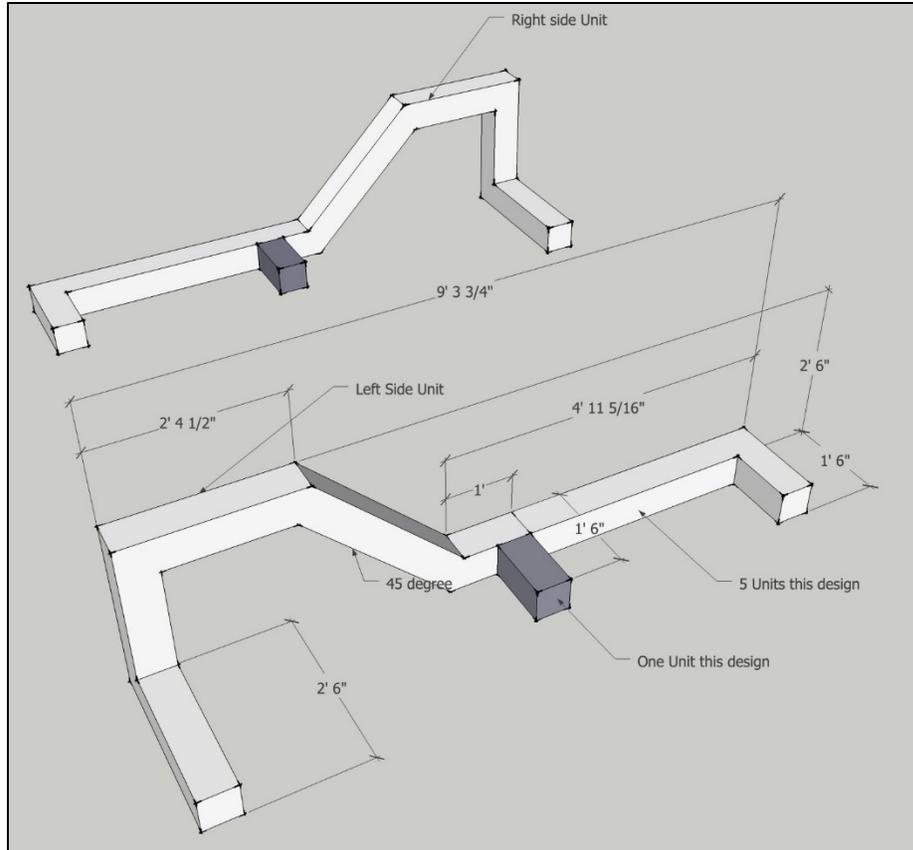
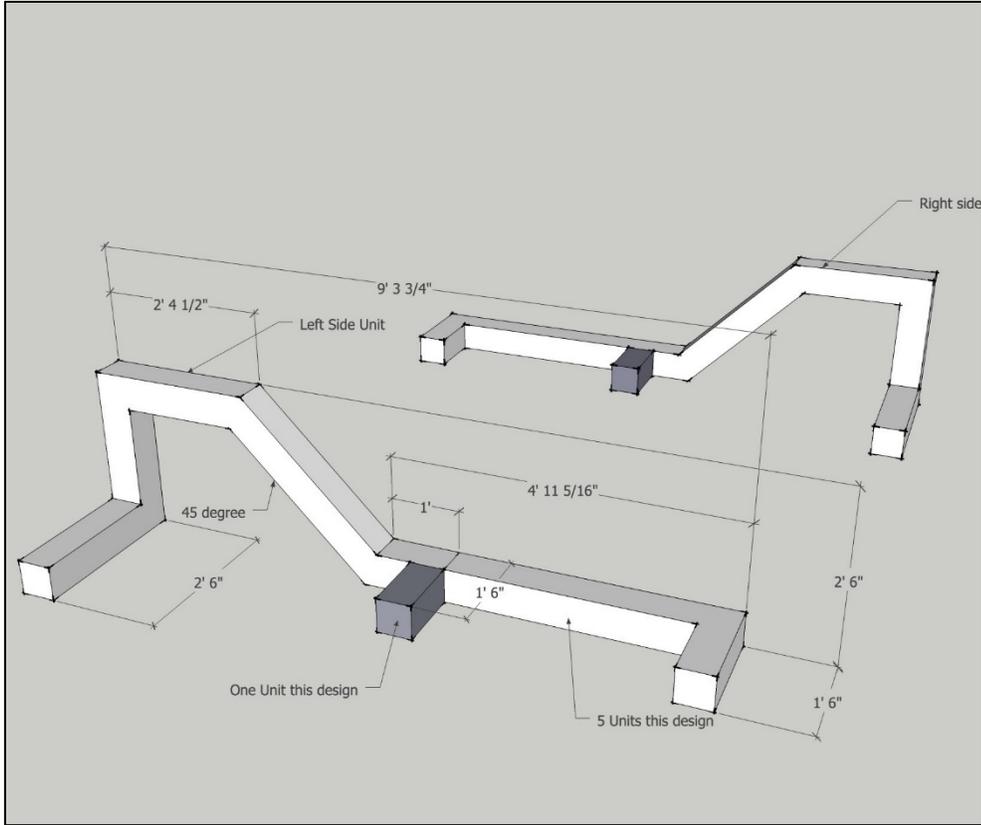
10. Artwork Selling Price: \$ 90,000.00

ICP @ 97th Avenue, Doral, FL





ICP @ 97th Avenue, Doral, FL



Dolf James Bio

Artist Dolf James has remained at the forefront of North Florida sculpture while tirelessly contributing his ideas, talents, and time to galvanizing Jacksonville's burgeoning creative community. In 2014 James was the recipient of the Cultural Council of Greater Jacksonville's "Arts Innovator" award. In 2016 the Cultural Council chose James as one of the 40 Cultural Icons of the region. Folio Magazine, on their 29th anniversary, named Dolf James one of the 29 largest "Agitators, Truth-Seekers & Crusaders" in North East Florida, explaining he has probably done more for local artists than any other individual in the history of the region. He was the driving force behind the creation of CoRK Arts District, the sprawling warehouse complex in Riverside that provides studio space to artists. James' advocacy may well have been inspired by his keen knowledge of exactly how difficult it can be to get one's start as an artist. His work as a sculptor will be a lasting part of his legacy, as will his immeasurable munificence toward other artists.

Entertainment

Artist Dolf James' latest project is an old warehouse called CoRK

By Charlie Patton

Posted Sep 18, 2011 at 12:05 AM

From the outside, it's easy to mistake the old warehouse at the corner of Roselle and King streets in Riverside for another abandoned building.

But there's odd graffiti on the outside walls and the word "art" is scrawled in red on one door, above which a couple of bright red boxes are affixed to the wall.

Those are a signal that the door is the entrance to a den of creativity. The old building is being slowly converted into artists' studios. The first artist to move into the building, in April, was Dolf James, a former corporate executive turned full-time artist who has been involved in several odd and interesting projects in the past year.

James, 57, used to work out of a studio in a strip of commercial buildings along King Street. But he said he always considered that studio "temporary at best."

"When I fell asleep at night, this is what I had in mind," he said about the vast section of the old warehouse that now serves as his studio.

His dream studio came about after he was approached by one of the partners in the commercial real estate brokerage Pine Street/RPS. Another of their properties on Roselle had become Bold City Brewery. Mark Wainwright, one of the partners in the firm, contacted James to gauge his interest in taking studio space in the old warehouse.

James wanted in. Beyond that, he wanted to make the entire venture a success, so he began talking to other artists he thought might be interested. In August, eight other artists, among them Jim Draper, Paul Lannier and Sharla Valeski, moved in.

Ultimately the building could accommodate more than 30 studios and it also has several areas that could become galleries, James said.

There's even a name for the new venture, CoRK, an acronym for "Corner of Roselle and King." Although James officially has no role in CoRK other than as a tenant, he has become a catalyst in making it happen.

Mac Easton, one of the Pine Street/RPS partners, said they initially approached James because "he looked like a pretty successful artist and an interesting character."

What they hadn't expected was the energy and enthusiasm James would bring to getting other artists involved.

“He’s been a very valuable person,” Easton said. “I’m happy with the energy it’s creating.”

Christie Holechek, an artist who is also the Art in Public Places program manager for the city, got a firsthand demonstration of James’ energy when she worked with him on his effort to create a temporary “pop-up” gallery in Main Street Park behind the downtown library.

Though it took eight months, James got the city to permit the project. Then he got 17 local artists to contribute work that was installed in the park at the beginning of August.

“He isn’t afraid to do anything,” Holecheck said. “He’s constantly looking for the positive and a way to celebrate the positive.”

“He got the powers-that-be excited about what downtown could look like if art was made easy,” said Amy Crane, deputy director of the Cultural Council of Northeast Florida. “Now we’ve just got to get the eight-month permitting process down to four hours.”

The pop-up gallery is part of James’ ongoing Art in Strange Places, a whimsical series of imaginative campaigns.

One of those was the Red Chairs campaign. James, who often sculpts with wood, built some red wooden chairs for inclusion in the Museum of Contemporary Art Jacksonville’s Art of Seating exhibit, which opened last January. He and Doug Eng, a regular collaborator, then took the chairs to unusual places all over town - a helicopter pad at the Jacksonville Naval Air Station, the roof of the Modis Building - and Eng photographed them.

In another offbeat campaign, James printed 10,000 stickers that said “This is a cool place!” and distributed them to friends to put up at various Jacksonville venues.

Perhaps the most dramatic of his efforts to date was Imagination Squared, which James and fellow artist Christina Foard conceived during a brainstorming session.

Eventually, with the help of Eng, they got artists across Jacksonville to create 902 little works of art: decorated five-inch square boxes. Last September, those 902 boxes became an installation, “Imagination Squared: The Creative Response Experiment in Jacksonville,” at the Museum of Contemporary Art Jacksonville.

That “created a momentum” for other ambitious arts initiatives, Crane said. “The reason the momentum carried forward was Dolf.”

Crane, who has been working to spread art studios and galleries downtown, said she is mildly disappointed that CoRK didn’t happen downtown. “But the fact that it is happening is a huge plus,” she said.

James said the fact that the area near CoRK hasn’t been gentrified, like what has happened to Riverside closer to the river, is a plus for the creation of an arts district.

“We’re four or five blocks from one of the top neighborhoods in the country,” he said. “But the area near us is still a little edgy. This area could be a magnet for creatives.”

Charlie Patton: (904) 359-4413

Replacement Cost New Appraisal Report
for
The Eastern Group
prepared by
Chris Ingalls, ISA AM

Table Of Contents

Prepared for Maroulla Carr The Eastern Group

Appraisal ID: TheEasternGroup

Report Date: August 21, 2021

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Appraiser's Certification

Prepared for Maroulla Carr The Eastern Group

Appraisal ID: TheEasternGroup

Report Date: August 21, 2021

I certify that to the best of my knowledge and belief that:

- * The statements of fact contained in this report are true and correct.
- * The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, an unbiased professional analysis, opinions, and conclusions.
- * I have no present nor perspective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- * I have performed no services regarding the subject property within the three year period preceding this assignment.
- * I have no bias with respect to the property that is the subject of this report nor to the parties involved in this assignment.
- * My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- * My compensation for completing this assignment is not contingent upon the development nor reporting of a predetermined value or direction in value that favors the cause of the client(s), the amount of the value opinion, the attainment of a stipulated result, nor the occurrence of a subsequent event directly related to the intended use of this appraisal.
- * My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with 2020-2021 Uniform Standards of Professional Appraisal Practice.
- * I did not a personal inspection of the property that is the subject of this report.
- * Unless noted elsewhere, no one provided significant personal property appraisal assistance to the appraiser signing this certification.

I am a "qualified appraiser" with the ISA AM designation from the International Society of Appraisers. I regularly perform appraisals for which I receive compensation. My education and experience demonstrating the valuation of the type of property in this appraisal can be found in the Addendum. My education, experience, and membership in the ISA qualify me to perform appraisals of the type of property that is the subject of this property. I have not been prohibited from practicing before the IRS. I am not an excluded individual. I understand that a substantial or gross valuation misstatement resulting from this appraisal, used in a return or claim for refund, may subject me to a civil penalty under IRS code 6695A.

Respectfully,

Chris Ingalls, ISA AM
65.1133052
August 20, 2021

Method, Definition Value, Market Analysis

Prepared for Maroulla Carr The Eastern Group

Appraisal ID: TheEasternGroup

Report Date: August 21, 2021

Appraisal Method:

This report has been prepared in conformity with and is subject to the 2020-2021 Uniform Standards of Professional Appraisal Practice and the current version of the International Society of Appraisers' "Appraisal Report Writing Standard".

The descriptions and values set forth in this report have been determined after careful consideration by the appraiser.

The intent of this report is to establish a "Replacement Cost New".

The appraiser has employed the "Cost" approach to arrive at the appraised Replacement Cost New. The "market comparison" approach and the "income" approach are not applicable to this particular appraisal.

Definition of Value:

Appraised "Replacement Cost New" is the amount in terms of US dollars that would be required to reproduce the entire artwork/property in like utility and function. It is based on current market prices for materials, labor, equipment, contractor's overhead, profit and fees. It does not include provisions for overtime, bonuses, or premiums on materials.

Market Analysis

For this particular appraisal, the appraiser primarily examined the international fine art dealer, major commercial gallery and auction markets. Adjustments were then made for each article which consider age, condition, rarity, artistic merit, technical workmanship, current trends and availability of an article as compared to such recent sales.

Given that the art and antique markets are always volatile markets, an overall market valuation forecast cannot be established. Many factors enter into valuations of fine and decorative art beyond pure aesthetic appeal. Among the principles which may affect future values of items are the basic economic principles of supply and demand, national and international legislation, the global monetary market, social attitudes, and design trends.

However, based on an analysis of the market since 1990 and a presumption of a future relatively stable growth, it could be concluded that certain areas have and will appreciate at a greater rate than others. These areas include, but are not limited to American, European, and Latin American contemporary and modern art.

Please note the appraiser does not guarantee any prices or predictions for values in the future.

Terms and Conditions

Prepared for Maroulla Carr The Eastern Group

Appraisal ID: TheEasternGroup

Report Date: August 21, 2021

This appraisal consists of 10 (ten) pages and must be presented in its entirety to be valid.

This appraisal report is prepared solely for the intended use of Insurance Coverage using the "Cost" approach to arrive at the "Replacement Cost New" of the item/items. It is to be used by the Client: The Eastern Group and solely by this named Client.

Unless otherwise stated, with the exception of the aforementioned client(s) and/or his agent, this appraisal report is not intended to be used by or influence any particular person(s) or class(es) of persons which might take some action in reliance upon it. Unless otherwise stated, this appraiser is not aware that the client intends to transmit any information contained in this appraisal report to any other person(s) or group (s).

The client shall indemnify, defend, and hold the Appraiser harmless from and against any actions, claims, liabilities or expenses incurred as a result of claims based on or arising from the appraisal, by third parties unrelated to the immediate intended use of this appraisal.

Unless otherwise stated herein, this appraisal report is based only on the readily apparent identity of the item/items appraised, and no further opinion nor guarantee of authenticity, genuineness, attribution, or authorship is made. However, in appraising the article/articles, the Appraiser found no reason to question the authenticity of the article/articles, unless as indicated in the individual article/articles description/descriptions.

Unless otherwise stated herein, the appraised value is based on the whole ownership and possessory interest undiminished by any liens, fractional interests or any other form of encumbrance or alienation.

This appraisal report is made at the request of the aforementioned Client/Clients named for his/her/their use. It is not an indication or certificate of title ownership. The identification of the interest of the requesting Client/Clients is simply that represented to the Appraiser by the Client/Clients and no inquiry or investigation has been made nor is any opinion given as to the truth of such representation.

The value/values expressed herein is/are based on the Appraiser's best judgment and opinion and are not a representation or warranty that the item/items will realize that value if offered for sale at an auction or otherwise. The value/values expressed is/are based on current information on the date stated in this report. No opinion is hereby expressed as to any future value, nor unless otherwise stated, as to any past value.

The Appraiser has considered the highest and the best use of the appraised article/articles with respect to the most appropriate, common, and legal marketplace given the purpose of the appraisal.

Appraisal reports should be reviewed every 3 years to keep up with changes in valuation as a result of the fluctuating market.

The Appraiser has no past interest in the appraised property. The Appraiser has no personal interest and/or bias with respect to the parties involved. Further, the Appraiser has no other interest which might tend to prevent making a fair and unbiased appraisal.

This appraisal was researched and prepared by the Appraiser named in this report.

The Appraiser is not required to give testimony, be present in any court of law, or appear before any commission or board by reason of this appraisal, unless prior arrangements have been made with the Appraiser.

Terms and Conditions

Prepared for Maroulla Carr The Eastern Group

Appraisal ID: TheEasternGroup

Report Date: August 21, 2021

Possession of this report, or copy thereof, does not include the right of publication without the written consent of the Appraiser and her firm. This report in its entirety, or any part thereof, including the identity of the Appraiser and her firm, shall not be made public through advertising, public relations, news releases, sales, or other distributive or information media without the written consent of the Appraiser and her firm.

Copies of this appraisal and notes pertaining to the appraisal, written and electronic, will be kept in the offices of the Appraiser for a period of at least five years after preparation or for at least two years after the final disposition of any judicial proceeding, whichever period expires last.

All matters treating the duties, responsibilities, and liabilities of the Appraiser are in accord with the Valuation Standards and Professional Practices as outlined by the Appraisal Foundation in the 2020-2021 Uniform Standards of Professional Appraisal Practice and the Principles of Practice and the Code of Ethics of the International Society of Appraisers.

This appraisal report is given, subject to the terms and conditions hereinafter set forth, all of which are a part hereof unless expressly set aside in writing either on the pages of this report or by writing attached to the report signed by all parties concerned.

Object Detail Report Section

Prepared for Maroulla Carr The Eastern Group

Appraisal ID: TheEasternGroup

Report Date: August 21, 2021

Object ID 1

Replacement Value-Cost New:

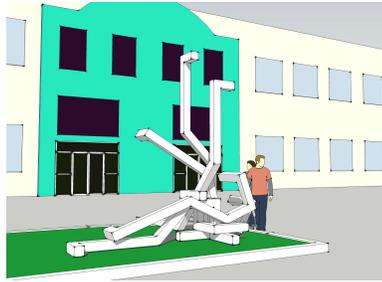
\$83,421.00

Category: Artwork

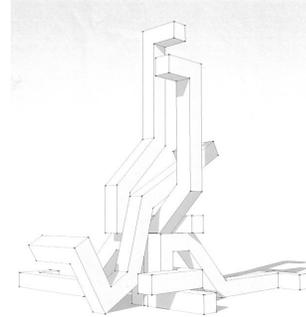
James Sculpture Installation View



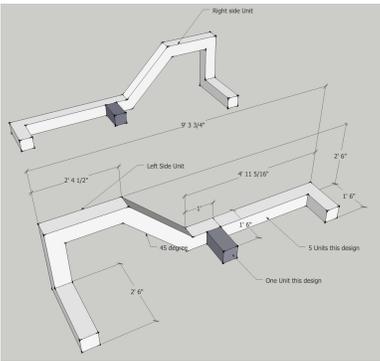
James Sculpture Installation View



James Sculpture



James Sculpture Component



James Cummer Museum Sculpture



James Miami, FL sculpture



Type: Sculpture

Material: 6" X 6" Square Aluminum Tubing

Date: 2021

Origin: USA

Maker: Dolf JAMES

Title: "Untitled (Sculpture For Miami)"

Subject: Abstract Geometric Composition

Description: Two sculptures in square aluminum tubing, with reflective surfaces, that mirrored each other and will be installed on either side of the entry of a new office/warehouse development.

Features: Site Specific

Provenance: Artist's Studio

Condition: Excellent, New

Measurements: Each Sculpture: 12' X 13' X 12'

Comparables: Artist Dolf James has remained at the forefront of North Florida sculpture while tirelessly contributing his ideas, talents, and time to galvanizing Jacksonville's burgeoning creative community. In 2014, James was the recipient of the Cultural Council of Greater Jacksonville's "Arts Innovator" award. In 2016 the Cultural Council chose James as one of the 40 Cultural Icons of the region. Folio Magazine, on their 29th anniversary, named Dolf James one of the 29 largest "Agitators, TruthSeekers & Crusaders" in North East Florida, explaining he has probably done more for local artists than any other individual in the history of the region. He was the driving force behind the creation of CoRK Arts

Object Detail Report Section

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Appraisal ID: TheEasternGroup

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District, the sprawling warehouse complex in Riverside that provides studio space to artists. James' advocacy may well have been inspired by his keen knowledge of exactly how difficult it can be to get one's start as an artist. His work as a sculptor will be a lasting part of his legacy, as will his immeasurable munificence toward other artists.

The "Replacement Cost New" has been established by the cost quoted by the artist to fabricate and site this unique, site-specific sculpture installation:

Primary Material:

6" x 6" Aluminum square tubing:\$2,728.00

Misc. Buts. Bolts connectors:\$450.00

Shop Equipment:

Sanding disk, grinder pads:\$650.00

Labor:

Cut and size material:\$2,160.00

Bevel, grind for welding prep:\$540.00

Welding:\$12,960.00

Initial weld grinding:\$4,320.00

Final finish sanding:\$6,240.00

Final Assembly and welding:\$2,080.00

Total Fabrication Cost:\$32,128.00

Artist:

Design, Coordinate, Supervise:\$48,192.00

Installation:

Transport, Install:\$3,120.00

Total Cost Estimate:\$83,421.00

Report Totals

Replacement Value-Cost New:

\$83,421.00

Professional Profile

Prepared for Maroulla Carr The Eastern Group
Appraisal ID: TheEasternGroup

Report Date: August 21, 2021

Chris Ingalls
3301 NE 5th Ave., Apt. 710
Miami, FL 33137
T:305.573.6263 C:786.546.3636
E:Chris@AppraisalsSoFla.com

PROFESSIONAL EXPERIENCE

2000-Present President and Director, Ingalls & Associates, Miami
President and Director of contemporary and modern fine art and design consultancy. Accredited member of the International Society of Appraisers, specializing in the valuation of modern and contemporary sculpture, painting, and works on paper; extensive expertise in international art sales; art advisory services to private and corporate clients, including purchasing, selling, and appraising contemporary and modern art and design.

2004-Present Managing Director, MBI, LLC, Miami
Chief operating officer of MBI Complete Custom Fine Art Services. MBI provides local, national and international museums, galleries, private and institutional clients with premier art handling services, including installation, de-installation, packing, crating, transportation, shipping and storage of all types of fine art objects. Managing Director is responsible for all aspects of day-to-day management.

2011May-Oct. Interim Executive Director, ArtCenter/South Florida
Responsible for all operational aspects of ArtCenter/South Florida and the administrative staff including liaising with the Board of Directors, local community and business groups; overseeing implementation of Education, Outreach, Exhibitions and Artist Services programs; maintaining public relations and marketing campaigns; evaluating, hiring and supervising employees; developing and implementing membership programs and special events; serving as the principal spokesperson for all of the organization's programs, activities and events.

2007-2010 Partner, Belavie, Inc., Miami
Managing partner in Belavie, Inc., an event production and management firm. Belavie implemented and managed art-related productions including Montblanc private art collection (during Art Basel Miami Beach), The Humane Society of the United States, D&G Art Design Gallery, Brickell Gallery Nights and individual artists' vernissage events. Belavie's art fair related responsibilities (with Art Miami, ArtPalmBeach, Palm Beach Art and Antique Fair, MIA Art Fair, In Fashion Photo and Photo Miami) included VIP relations, special events planning and coordination, public relations and press affairs, guest lecture organization, vetting committee liaison, exhibitors' services, graphic arts relations, production logistics, among others.

1997-2000 Director, Ambrosino Gallery, Miami
Director of contemporary art gallery. Overall gallery operation and office management. Artist and exhibition research and coordination. Gallery and artist marketing, PR and promotional activities. Client contact, development, sales, follow-up. Gallery installation, maintenance, and inventory control.

1996-1997 Curator of Education, The Art Museum at FIU, Miami
Community relations specialist. Created and directed educational programs. Devised ancillary didactic materials. Coordinated ArtPark promotion and tours. Writing and layout of museum catalogues, press kits, newsletters, brochures.

1995-1996 Director, Britto Central, Miami Beach
General management of Romero Britto's gallery and studio. All press and PR contacts and activities. Negotiation of promotional deals with PepsiCo, Absolut Vodka. Supervision of gallery /studio staff.

Professional Profile

Prepared for Maroulla Carr The Eastern Group

Appraisal ID: TheEasternGroup

Report Date: August 21, 2021

EDUCATION

BFA, Honors, University of Miami, Miami, FL Double major, Art History and Sculpture
Modern Art Studies, Christie's, London, UK
Cleveland Institute of Art, Cleveland, OH
Northwestern University, Evanston, IL

AFFILIATIONS

Founding Member, ArtTuesdays, Miami-based art education forum
Sigma Alpha Pi, National Society of Leadership
Member, ArtTable, National Leadership Organization for professional women in the visual arts
Florida ArtTable Chapter Executive Committee member
Steering Committee member, Partners for Artisans
Board Member, Greater Miami Chapter, International Society of Appraisers
Board Member, FIU Office of Engaged Creativity Advisory Council
Fine Arts Committee Member, Miami Woman's Club
Honorary Board Member, Sundari Foundation

LANGUAGES

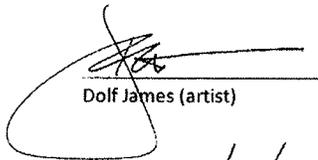
Fluent Portuguese and English; conversant Spanish and French

ARTIST WAIVER

Subject: Proposed public artwork to be created by Dolf James and located at 1500 NW 97th Avenue, Doral, FL as reflected in submittal for ICP @ 97th Avenue development

I, **Dolf James (artist)**, expressly waive all rights under applicable Florida and Federal laws related to the subject artwork as described above, and hereby grant to the City of Doral, FL an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the artwork for city-related purposes. I further grant to the City of Doral, FL the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the subject artwork, pursuant to a license that shall be approved by the Doral City Attorney.

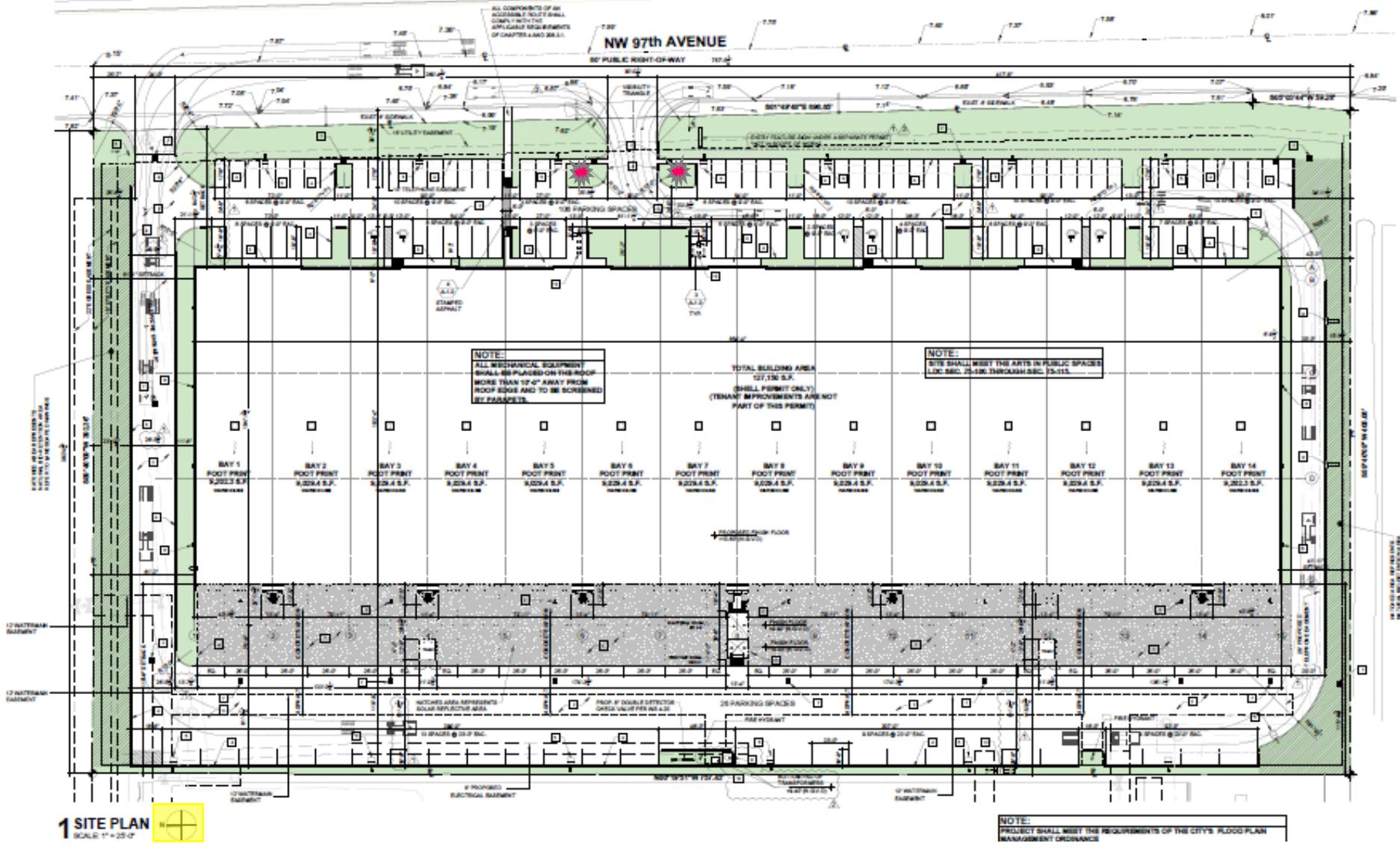
Submitted by:



Dolf James (artist)

12/4/2020

Date





December 4, 2020

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

**Subject: Art in Public Places Program
City of Doral
1500 NW 97th Avenue Project**

Dear Committee:

Please accept this submittal for the commissioning and installation of two (2) beautiful and impactful sculptures at our proposed development of 1500 NW 97th Avenue, Doral, FL. We believe our submittal to be complete including the sketches and site plan reflecting the size, style and location of the sculptures.

The two works of art add value to the property in excess of the minimum standards of value for art in public places and complies fully with Section 75-114 of the City Ordinance. This art will promote the heritage, diversity and character of the City of Doral through it's creative and powerful design, fully promoting the power of art in the business environment of Doral. We are proud to commission these unique pieces with the renowned artist Dolf James in Jacksonville, FL.

Should you have any questions regarding this submittal, please feel free to reach out to our ownership team of Edward W. Easton, Edward J. Easton or Gary Braverman, or our development staff in Joslyn Diaz and Eric Swanson. Contact information is included in our submittal.

Thank you for your consideration,

ICP NW 97th Associates LLC

By:  _____

Edward J. Easton
Manager



December 3, 2020

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

Subject: Letter Agreement re: Public Art Installation @ 1500 NW 97th Avenue

Dear Committee:

This letter is submitted on behalf of the Owner of the proposed development at the subject location, ICP NW 97th Associates LLC regarding the public art installation (the "Public Art") at that same location. ICP NW 97th Associates LLC hereby agrees to the following:

1. ICP NW 97th Associates 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 binding on ICP NW 97th Associates LLC, successors, and assigns.
2. ICP NW 97th Associates LLC shall maintain the Public Art in compliance with Section 75-114 of the Doral City Code and shall execute a Maintenance Agreement to that effect.

In witness whereof, ICP NW 97th Associates LLC has executed this letter agreement as of the date set forth above.

ICP NW 97th Associates LLC

A handwritten signature in black ink, appearing to read 'E. Easton', is written over a horizontal line.

By: _____

Edward J. Easton
Manager

ARTWORK INSTALLATION AND MAINTENANCE AGREEMENT

This ARTWORK INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement") is made this 10th of December 2021, in the City of Doral Florida, by and between ICP NW 97th Associates LLC and EEBB Apartment II Holdco LLC ("Owners"), Dolf James ("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: 1500 NW 97th Ave, Doral, FL 33172; and

WHEREAS, on December 10, 2021, 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; and

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 artwork is free of dirt, debris, and any other object or substance interfering with the public’s view of the artwork.

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 1500 NW 97th AVE, Doral, FL 33172 (the “Property”), is authorized to permit the installation of the approved Artwork upon construction 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 artwork 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 artwork 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 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]" © [Year of completion] by [Artist's name]. 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 supersede 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.

12. Limitation of Liabilities as an Owner

Upon sale or other disposition of an ownership interest in the Property covered by this Agreement, the transferring Owner shall be released from all liability hereunder, except for matters arising during such transferring Owner's term of ownership, provided that the transferring Owner obtains and delivers to City and the Artist a written assumption of all Owner responsibilities and obligations hereunder effective from and after the date that the new Owner acquires title to all or any part of the Property. Such Assumption Agreement shall be in the form and content reasonably acceptable to, and approved by, the City.

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

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Hernan M. Organvidez, Interim 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:

ICP NW 97th Associates LLC

By: _____
Its: EDUARDO T. EASTON, Manager
Date: 01/13/2022

EEBB Apartment II Holdco LLC

By: _____
Its: EDUARDO T. EASTON, Manager
Date: 01/13/2022

Artist

By: _____
Its: _____
Date: _____

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

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____

Hernan M. Organvidez, Interim 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:

ICP NW 97th Associates LLC

By: _____

Its: EDUARDO T. EASTON, Manager

Date: 01/12/2022

EEBB Apartment II Holdco LLC

By: _____

Its: EDUARDO T. EASTON, manager

Date: 01/12/2022

Artist

By: _____

Its: ARTIST/DESIGNER

Date: 1/18/2022