

RESOLUTION No. 20-213

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INSTALLATION OF PUBLIC ART (“ABSTRACT SCULPTURES”) AT THE HOME2 SUITES BY HILTON DEVELOPMENT PROJECT LOCATED AT 8852 NW 26 STREET, 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 in private and public new developments throughout the city; and

WHEREAS, the intent of the City’s Public Arts Program is to stimulate the area’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, Doral Hospitality, LLC, Home2 Suites Development, (hereafter referred to as the “Applicant”) is constructing a hotel project located at 8852 NW 26th Street, 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 Code; and

WHEREAS, on September 16, 2020, 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 8852 NW 26th Street, Doral, FL; 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, Staff 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 Doral Hospitality, LLC, for Home2 Suites hotel development located at 8852 NW 26th Street, Doral, FL, 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 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 Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 14 day of October, 2020.



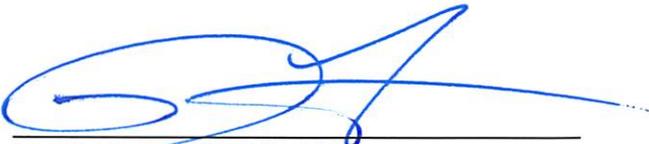
JUAN CARLOS BERMUDEZ, MAYOR

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
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 Exhibit A
- 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 Exhibit B
- Submit an appraisal or other evidence of the value of the proposed artwork including acquisition and installation costs Exhibit C
- 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 Exhibit C
- 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 Exhibit D
- 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 Exhibit E
- Submit a statement indicating property owner's willingness to maintain the art work in compliance with section 75-114 of the Ordinance Exhibit E



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

[Handwritten Signature]

CHIRAG DESAI

7/16/2020

APPLICANT'S SIGNATURE

PRINT

DATE

[Handwritten Signature]

[Handwritten Signature]

8/20/2020

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.

Exhibit A



Accepted By: Christy Alvarez
Date: 8/20/2020

**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

CHRIS DESAI
Applicant/Property Owner
3785 NW 82ND AVE SUITE 204
Address

DORAL
City
305-592-3393
Telephone
305-592-3394
Fax

33166
Zip Code
(305) 747-6153
Cell Phone
CHAI.S.DESAI@BAYWOODHOTELS.COM
E-mail

DESIGN 360 ARCHITECTS
Architect/Contractor
12364 PEYTON FARM WAY
Address

ALPHARETTA
City
678-361-3391
Telephone
Fax

30004
Zip Code
678-361-3391
Cell Phone
SHAKILA@DESIGN360ARCH.COM
E-Mail

DORAL HOSPITALITY, LLC
Property Owner
3785 NW 82ND AVE SUITE 204
Address

DORAL
City
305-592-3393
Telephone
305-592-3394
Fax

33166
Zip Code
(305) 747-6153
Cell Phone
CHAI.S.DESAI@BAYWOODHOTELS.COM
E-Mail

PROJECT INFORMATION

Building Permit #: 2018100879

HOME 2 SUITES By HILTON DORAL.
Project Name

8852 NW 26ST. DORAL, FL.
Project Address

This project is:

New Construction

Rehabilitation/ Tenant Improvements

Estimated Square Footage of this Project: 83,877 Sq Ft.

Proposed Use of this Space: HOTEL

Total Project Construction Cost: \$ 7,000,000.00

(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: \$ 70,000.00

(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: UPON BOARD APPROVAL

[This section of the Application was left blank intentionally]

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

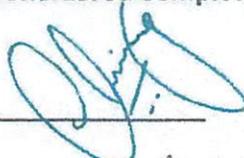
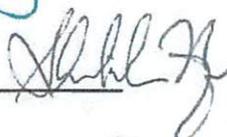
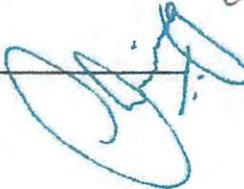
() Non-Governmental Development Projects may pay 1% of the project valuation as determined/verified by the Building Official into the City's Public Arts Fund. Ordinance No. 2015-09, Section 75-101(n). The Government Development Projects shall provide for the acquisition of work art consistent with the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

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.

<u>CHAS DESAI</u> Applicant/Tenant		<u>7/9/2020</u> Date
<u>SHAKICA BISWAS</u> Architect/Contractor/Artist		<u>7/24/20</u> Date
<u>CHAS DESAI</u> Property Owner		<u>7/9/2020</u> Date

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: DUSTIN MILLER
Address: 1356 CLEVELAND ST.
City/State: CLEARWATER, FL.
Telephone: _____ Email Address: _____

(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: THE SITE IS 1.91 ACRES PARCEL LOCATED ON 25TH ST. AND 88AVE. THE PROPERTY WAS APPROVED AS A HOME 2 SUITES BY HILTON HOTEL. THE PROPOSED SCULPTURES WILL BE INSTALLED ALONG THE 25 STREET CANAL WHERE BEST VISIBILITY CAN BE ACHIEVED.
3. Description of the Proposed Artwork (Include Rendering, Maquette, Drawing, Etc.):
TWO SCULPTURES: ① A DYNAMICALLY CURVED BLUE AND SILVER 6'-0" SCULPTURE ② MODERN ABSTRACT SILVER SCULPTURE WITH ANGLED CURVED RIPPING IN MULTIPLE DIRECTIONS.
4. Dimensions of Artwork: ① 6'-2'-0" DIAMETER / ② 6'-0" TALL X 2'-0" IN DIAMETER
5. Description of Art Project Foundation or Base: 3'-0" FOOT X 3'-0" DIAMETER CONCRETE STRUCTURES W/ UPLIGHTING.
6. Location of Artwork (Provide Site Plan): SITE PLAN ATTACHED.
7. Landscape Description: LANDSCAPE PLAN ATTACHED. INCLUDES ARTWORK LOCATION

8. Lighting Description: PEDESTALS ARE FITTED WITH SOLAR POWERED
LED LIGHTING

9. Maintenance Description: SCULPTURES ARE CRAFTED FROM 100% TEXTURED
NON CORROSIVE ALUM. HOTEL MAINTENANCE STAFF WILL MAINTAIN,
CLEAN AND REPAIR LIGHTING IF AND WHEN 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.)

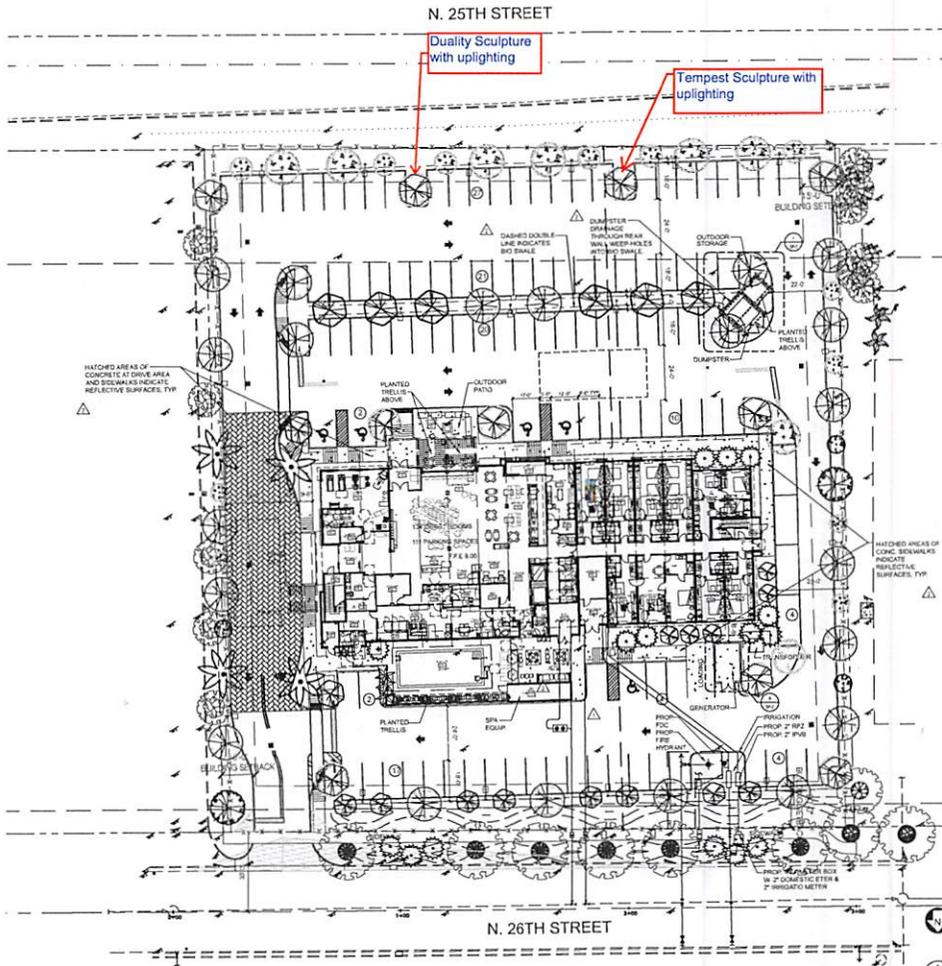
10. Artwork Selling Price: \$77,750.00 TOTAL

Artwork Depiction



Location Plans

25th Street is the frontage side with most prominent traffic



SITE AND BUILDING DATA TABLE

ZONING: INDUSTRIAL, COMMERCIAL (IC)

LOT SIZE: 83,148 SQ FT

LOT FRONTAGE: 277'-2"

BUILDING SETBACK: FRONT 20'-0", SIDES AND REAR 15'-0"

BUILDING COVERAGE: 17.16% (ALLOWED 50%)

FAR: OVERALL 1.011

FIRST FLOOR: 171 (ALLOWED 0.5 MAX)

TYPICAL FLOOR: 167 (ALLOWED 0.50 MAX)

BUILDING & STORY: 134 ROOMS HOTEL

BUILDING HEIGHT: TO TOP OF CONC. ROOF: 64'-0" TO TOP OF FINISHED ROOF: +166'-0"

PARKING:

REQUIRED: 48 SPACES

1 PER FIRST (A) GUESTROOMS: + 48 SPACES

1 PER ADDITIONAL (2) GUESTROOMS: + 3 SPACES

1 PER (4) EMPLOYEES: + 3 SPACES

TOTAL: 81 SPACES

PROVIDED: 111 SPACES

BUILDING INFO:

FLOOR	SQFT	NO. OF ROOMS
FIRST FLOOR	14,144	8
SECOND FLOOR	13,977	28
THIRD FLOOR	13,977	28
FOURTH FLOOR	13,977	28
FIFTH FLOOR	13,977	28
SIXTH FLOOR	13,977	28
TOTAL	84,339	134

1 SITE PLAN SCALE: 1/8"=1'-0"



8832 NW 26TH ST
DUNAL, BAKERSFIELD COUNTY
FLORIDA 32112

3745 NW 82ND AVENUE
SUITE 204
MARIETTA, FL 32158



12345 PLYMOUTH HWY WEST
ALPHARETTA, GA 30624
813-361-1234

DATE: 10/20/21
JOB NUMBER: 190201

SITE PLAN

SP-1

Artists Resume

DUSTIN MILLER - METAL SCULPTOR
DUSTIN MILLER GALLERY | CLEARWATER, FL 33765

LARGE SCALE WORKS

Title: One Size: 12ft x 12ft x 4ft Aluminum
Location: Arroyo Residence - Dallas, TX

Title: Tides Size: 5ft x 7ft x 1ft Aluminum
Location: UCHHealth - Boulder, CO

Title: Noho Size: 7ft x 3ft x 3ft Aluminum
Location: Noho Flats Apartments - Tampa, FL

Title: Element Size: 8ft x 2ft x 2ft Aluminum
Location: Element at Stonebridge - Virginia Beach, VA

Title: Storm Size: 7ft x 3ft x 3ft Aluminum
Location: Nalanda Estates - Parrish, FL

Title: Tempest Size: 7ft x 2ft x 2ft Aluminum
Location: Michel Residence - San Jose, CA

Title: Orb Size: 3ft x 3ft x 3ft Stainless Steel
Location: Ryan Hughes Design HGTV Feature - Tampa, FL

Title: Evolve Size: 9ft x 4ft x 4ft Stainless Steel
Location: Springs at Tradition Apartments - Tradition, FL

Title: Wind Horse Size: 7ft x 4ft x 3ft Aluminum
Location: Shelbyville City Hall - Shelbyville, KY

RECOGNITION & AWARDS

- CBS Magnum P.I. - Feature
- Netflix - Multiple Series Features
- HGTV Ultimate Outdoor Awards - Water, Water Everywhere Category of the 2016 HGTV Awards for the Orb Fire Feature sculpture
- Tampa Bay Magazine - Featured Artist Article
- Best of Houzz 2016 Service Award
- Salvador Dali Museum Student Surrealist - 2006 & 2007

EDUCATION

Saint Petersburg College - Art Studies | St. Petersburg, FL | 2008 -2012
Seminole High School - Art Studies | Seminole, FL | Class of 2007

DEVELOPER/AGENCY EXPERIENCE

- Continental Properties | Bradenton, FL
- Hilton Los Angeles | Universal City, CA
- City of Shelbyville City Hall | Shelbyville KY
- Greystar Apartments | Tampa, FL
- Ryan Hughes Design | Tampa, FL
- University of Colorado | Boulder, CO
- CBS Magnum P.I. Set | Honolulu, HI
- HGTV Outdoor Project | Tampa, FL
- Boyd Homes | Virginia Beach, VA

OTHER RELEVANT EXPERIENCE

- Project coordination with developers and architects to achieve compliant and safe installation of large scale sculptures on both public and private development sites
- Overseeing product development in my metalworking operations as well as prior experience as a web/graphics project manager
- Extensive experience in metal fabrication including bending, welding and finishing multiple types of metals
- Generating renderings from computer applications and creating small scale models
- Extensive experience in drawing including computer applications such as Adobe Suite Illustrator and Photoshop
- Curating the gallery establishing an original sculpture collection, marketing as well as acquiring collectors
- Interior/exterior design

PROFESSIONAL REFERENCES

Eilene Collins | Operations - City of Shelbyville, KY
Shelbyville, KY | Phone: 502.220.3710

Ryan Biesek | Construction Project Engineer -
Continental Properties
Bradenton, FL | Phone: 262-442-0320

Rob Hegel | Purchasing Director - Hilton Los Angeles /
Universal Studios
Hollywood, CA | Phone: 818.509.2093

Exhibit C

Costs associated with project

City of Doral Public Arts Program

Home2 Doral - 8852 NW 26th St Doral, Fl.

Master permit # 2018100879

Description	Cost
Duality Sculpture	\$15,400.00
Tempest Sculpture	\$15,400.00
Crating and Delivery of sculptures	\$3,200.00
Electrical homeruns and wiring for lighted pedestals	\$11,000.00
Hurricane Integrity Structural Engineering for Sculpture Pedestals	\$3,500.00
Foundation excavation, fabricaton and install	\$11,250.00
Pedestal fabrication / Lightng fixtures	\$4,500.00
Sculpture installtion, and equipment to set sculptures	\$13,500.00
Total	\$77,750.00



Synergy Design & Procurement, LLC
 9130 Guilford Road, Suite B
 Columbia, MD 21046 US
 3013458700x222
 accounting@synergypdpllc.com

Invoice

BILL TO
 Doral Hospitality Inc.
 3785 NW 82nd Ave Suite 204
 Doral, Fl. 33166

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5768	07/08/2020	\$1,964.43	08/08/2020	Due on receipt	

P.O. NUMBER
 33172- Sculpt

ACTIVITY	QTY	RATE	AMOUNT
Tempest - Silver - 7ft x 28in x 28in - Approx 220 lbs	1	NA	15,400.00
Duality - Blue/Silver 7ft x 28in x 28in - Approx 200 lbs	1	NA	15,400.00
Crating and Shipping to display location			3,200.00

BALANCE DUE **\$34,000.00**



GR ELECTRICAL SERVICES, INC.

LICENSED & INSURED ESTATE OF FLORIDA LIC. # EC 13007301 07/27/2020
"Our Main Goal is Your Satisfaction and To Give You The best Service In The Market"

TO: Baywood
Project: Home Suites by Hilton
Change Order: #1
ADDRESS: 8975 NW 25TH ST
Doral, FL 33172

From: GR ELECTRICAL SERVICES, INC
14262 SW 140th ST #118
Miami FL 33186
ER # 13007301.
PH 786-447-4318, FAX 786-536-5988
Email:grelectricalservices@yahoo.com

As requested we will provide electrical connections for 2 Sculptures along the 25th Street side of the property. We will provide and install 2 new breakers inside the SL panel and run 2 wires from located inside the electrical room to the requested locations. Wires, breakers, conduits, etc are all included. All labor related to this install is also included.

Labor and materials: \$ 11,000.00

Very truly yours,
Luis Formoso
RAMON RAMON
OPERATIONS MANAGER, SERVICE DEPARTMENT
GR ELECTRICAL SERVICES , INC
CELL-786-447-4318
OFF - 786-280-8457
FAX - 786-536-5988
EMAIL:grelectricalservices@yahoo.com

Acceptance of proposal the prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as schedule in payment application form.

Signature: _____ Date: _____

Print: _____



July 9, 2020

Via email: larry.rojas@baywoodhotels.com

Larry Rojas
Sr. Director of Development
Baywood Hotels
3785 NW 82nd Ave
Suite # 204
Miami, FL 33166

**RE: Home 2 – Public Arts
Doral, FL**

Dear Larry,

We are pleased to submit our proposal agreement for professional Structural Engineering Services for the Home 2 Project in Doral, Florida. McNamara - Salvia (McSal) is pleased to continue to be part of your team and we look forward to the opportunity of assisting you to create a successful project.

We understand that two (2) sculptures will be added to the project as follows:

1. Duality Blue Silver Sculpture: 72" tall x 24" wide x 24" deep
2. Tempest Abstract Silver Sculpture: 72" tall x 24" wide x 24" deep

Both sculptures will require a design for the foundations and pedestal.

FEE

Our basic services will be in accordance with AIA-C401. The fee for these Services is the stipulated sum of \$3,500.

REIMBURSABLE EXPENSES

Reimbursable expenses directly associated with the project shall be invoiced at the 1.1 times actual cost and shall include such items as travel and lodging, postage, delivery services, reproduction and printing charges, legal contract review, and other expenses incurred at the Client's request. The reimbursable expenses are included in the base fee.

FOUNDING PRINCIPALS

Robert J. McNamara, P.E., S.E.
Joseph A. Salvia, P.E.

MANAGING PRINCIPALS

Boston

Mark F. Aho, P.E.
Neil A. Atkinson
John S. Matuszewski, P.E.
Adam C. McCarthy, P.E.
Benjamin B. Wild, P.E.

Florida

Andrew P. Sullivan, P.E., S.E.

New York

Ryan A. Dow, P.E., S.E.
Vladimir E. Seijas, P.E.
Bart A. Sullivan, P.E.

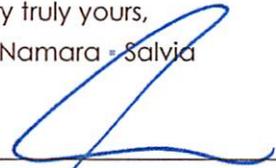


QUALIFICATIONS

1. The sculpture manufacturer is responsible for the wind design of their fabrication and the connection to the pedestal / foundation.

Kindly acknowledge your acceptance of this Agreement by signing this proposal and forwarding us a copy. We look forward to working with you on this project and will proceed based upon your written authorization to do so.

Very truly yours,
McNamara - Salvia

By:  _____
 Andrew P. Sullivan, P.E., S.E.
 Principal

AGREED:

By: _____

Title: _____

Date: _____

BILLING:

Addressee: _____

Address: _____

Enclosure: Terms and Conditions
Hourly Rate Schedule



CRAFT CONSTRUCTION COMPANY
Proposal

Invoice Order No. 03-07082020

To: *Ft Myers Suites, LLC.*
3785 NW 82nd Avenue, #204
Miami, Florida 33166

Date: July 8, 2020
Terms: Net 10 days from date of invoice

Project: *Home 2 Suites - Doral*

From: *Craft Construction Company, LLC*
480 S. Andrews Ave Suite 103
Pompano Bch Florida 33069

	Description of Materials	Unit Price	Price
1	Furnish materials , labor and equipment to fabricate and install two foundations with bolts to accept two (2) +/- 200 LB sculptures at locations set by property owner. Plates will be welded on sculptures with agreed bolt pattern.		\$ 11,250.00
2.	Furnish and fabricate two (2) 3'-0" Tall Pedestals with internal wiring		\$ 4,500.00
Totals:			\$ 17,000.00

Accepted: Ft Myers Suites, LLC.

Craft Construction Company, LLC.

Signed: _____
By: _____
Date: _____

Signed: 
By: _____



Maintenance Statement

MAINTENANCE

Both new outdoor sculptures are outdoor compatible made from high quality corrosion resistant aluminum and powder coated for additional protection. The pedestals will double as foundations designed per current hurricane code. Sculptures will be cleaned and tended to along with landscapers by our full time maintenance staff.

Exhibit D

Doral Hospitality, LLC
3785 NW 82nd Avenue, Suite 204
Miami, Florida 33166

July 26, 2020

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

Re: Letter Agreement Regarding Public Art Installation at Doral Hospitality, LLC Property – 8852 NW 26 St Doral, Fl.

Dear Committee:

This letter is being submitted by Doral Hospitality Inc. ("Home2 Suites by Hilton Doral") with regard to the public art installation (the "Public Art") has made on its privately-owned hotel property located at 8852 NW 26 St Doral, Fl. ("Property"). In regard to the Public Art, Doral Hospitality Inc. hereby agrees to the following:

1. Doral Hospitality Inc. 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 Doral Hospitality's successors and assigns.

2. Doral hospitality, LLC shall maintain the Public Art in compliance with Section 75-114 of the Doral City Code.

In witness whereof, Doral Hospitality Inc. has executed this letter agreement as of the date set forth above.

Doral Hospitality Inc.
a Florida limited liability company

By: 
Chirag B. Desai, Manager

Narrative Statement

PROJECT: HOME2 DORAL – DORAL FILE NO. 2018050001
LOCATION: 8852 NW 26 STREET
FOLIO#: 35-3028-023-0210

CITY OF DORAL PUBLIC ARTS PRESENTATION

PUBLIC ARTS SUBMITTAL DESCRIPTION – TWO SCULPTURES

Duality is a large blue outdoor sculpture designed to visually flow from top to bottom. Crafted from 100% textured aluminum and designed with a dynamic curved form. It also appears to take different forms from every angle.

Tempest is a modern abstract silver sculpture designed with angled curved pieces ripping in multiple directions. The sculpture's deep texture is a custom pattern created by the artist.

THE ARTIST

Dustin Miller

Dustin's God given talents as an artist have always been present in his life. As a child and even into high school he never imagined it would become his career. His focus on surrealism and drawing was the beginning of his unique style. He developed many trade skills including woodworking, metalworking, painting and many others. After setbacks in many lines of work he pursued, the relentless desire to create and skills he accumulated would become the framework for his masterpieces

SYNOPSIS

Our proposal is to place these sculptures along the 26 St. side or South side of the property along the most prominent right of way. We feel the colors and flow of the sculptures match the cooling hues of our Hotel building in the backdrop. Both Sculptures will be anchored on 2'-0" lighted pedestals / foundations providing up lighting to elaborate the curvature and movement of the artist's work.

Rights to Images

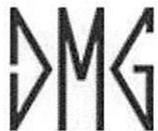
Effective immediately as of 7/27/2020, I Dustin Miller, Artist and Owner of Abstract Metal Design LLC and Dustin Miller Gallery grants the City of Doral, Florida an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the 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. The artwork can be used for renderings, pictures or models of any sort. Three dimensional or physical/sculptural reproduction of the artwork or display is not authorized by an outside party other than the artist Dustin Miller of Abstract Metal Design and Dustin Miller Gallery.



Dustin Miller (Artist)



Abstract Metal Design LLC



Dustin Miller Gallery

Exhibit E

ARTWORK INSTALLATION AND MAINTENANCE AGREEMENT

This ART WORK INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement") is made this AUGUST 6 2020, in the City of Doral Florida, by and between CHIRAG DESAI ("Owner"), DUSTIN MILLER ("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: xxxxxxxxxxxxxxxxx

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 8852 NW 26 ST. (the "Property"), is authorized to permit the installation of the approved Art Work upon LANDSCAPE AREA 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

owner, Larry Rojas

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 owner, Larry Mojás

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]" © [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 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

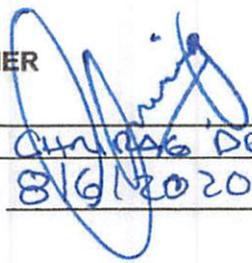
By: _____
Albert P. Childress, Acting City Manager

Date: _____

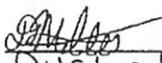
Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Luis Figueredo, Esq.
City Attorney

OWNER

By: 
Its: CHURAG DESAI
Date: 8/6/2020

Artist

By: 
Its: Dustin Miller
Date: 8.6.20