



# Public Arts Advisory Committee Agenda

April 21, 2023

Regular Meeting 8:30 – 10:00 a.m.

Location: Community Development Building – 51 Winburn Way, Siskiyou Room

**I. CALL TO ORDER**

**II. LAND ACKNOWLEDGEMENT**

*“We acknowledge and honor the aboriginal people on whose ancestral homelands we live, –the Ikirakutsum Band of the Shasta Nation, including the original past indigenous inhabitants, as well as the diverse Native communities who make their home here today. We also recognize and acknowledge the Shasta village of K’wakhakha – “Where the Crow lights”–that is now the Ashland City Plaza.”*

**III. APPROVAL OF MINUTES**

- a) Public Arts Commission Regular Meeting, November 18, 2022
- b) The December 16<sup>th</sup>, 2022 and March 17<sup>th</sup>, 2023 meetings of the PAAC lacked a quorum – thus no actions were taken and no minutes are provided.

**IV. PUBLIC FORUM (for items not on the agenda)**

**V. LIASON REPORTS: Council Liaison Gina DuQuenne; APCR Liaison – Leslie Eldridge (absent)**

**VI. ACTION ITEMS**

- a) Butler-Perozzi Fountain: Request for recommendation  
Presenter – Mike Gardiner, Ashland Parks Foundation
- b) PAAC regular meeting time change: Suggested 4:00-5:30 on the Third Thursday of the month and allow In Person and Zoom participation.
- c) PAAC endorsement of the May 20-21<sup>st</sup> Ashland Gallery Association “A Taste of Ashland” event and consider a motion to recommend Council endorsement of a proclamation for *Art, Food and Wine Week* for May 15-21<sup>st</sup>, 2023.
- d) PAAC review and approval of Ashland Art Collection Rack Cards
- e) Consider a motion to Designate the Downtown Historic district as the next *Marking Ashland Places (MAP)* district, in agreement with the Historic Preservation Advisory Committee.

**VII. OTHER BUSINESS**

- a) John Pugh’s proposed mural project: Public event –save the date 4/27 @700pm at 255 Helman Street (John Pugh Studio)
- b) Micah Blacklight sculpture project: Public Event – Save the date 6/18 Juneteenth picnic gathering in Ashland Community Park.
- c) Exploring the creation of an Ashland Public Art Foundation, as a 501c3 Not For Profit, to enhance private funding of public art.
- d) Update on Status of Memorandum of Understanding for ODOT and Ashland to paint Traffic Control Boxes on ODOT right of ways.

**I. ADJOURNMENT: **Next Meeting Date:** TBD**

Note: Anyone wishing to speak at any Public Arts Advisory Committee meeting is encouraged to do so. After you have been recognized by the Chair, give your name and City of residence. You will then be allowed to speak. Please note the public testimony may be limited by the Chair



# CITY OF ASHLAND

PUBLIC ARTS COMMISSION  
REGULAR MEETING  
November 18, 2022  
*DRAFT* Minutes

I. CALL TO ORDER

Chair Ken Engelund called the meeting to order at 8:33 a.m. via Zoom.

**Commissioners Present:**

Ken Engelund  
Cassie Preskenis  
Laura Bloom  
Stanley Smith  
Destiny Young  
Joel Frank

**Staff Present:**

Johanna Tuthill, Associate Planner

**APRC Liaison:**

Leslie Eldridge

**Council Liaison:**

Stefani Seffinger

**Absent Members:**

**Members of the Public:**

II. ADDITIONS TO THE AGENDA - None

III. PUBLIC FORUM – No member of the public wished to speak.

IV. APPROVAL OF MINUTES

Public Arts Commission Regular Meeting, October 21, 2022

Commissioners Preskenis/Smith m/s to approve the minutes with no corrections. Voice Vote: ALL AYES. Motion passed 5-0.

V. LIAISON REPORTS

- APRC Liaison: Eldridge
- Community Development Liaison: Tuthill
- City Council Liaison: Councilor Seffinger

VI. OTHER BUSINESS

- Consideration for in person 3rd Thursday evening meetings
- Consideration for College and High School representatives

Commissioners Preskenis/Smith m/s to establish the position of High School Student Representative from Ashland High School, and College Student Representative on the Public Arts Commission/Public Arts Advisory Committee, for one academic year in a participatory but non-voting role in meetings, discussions, considerations of public art by the Commission/Committee and other agenda items, Those to be considered for appointment to be endorsed and recommended by the appropriate offices of the institutions. Voice Vote: ALL AYES. Motion passed 6-0.



VII. PAC WORKPLAN and PROJECT UPDATES

- Golden Connections Medallions Installations
- Status: Plaque for Nourishing Our Community

Commissioners Frank/Preskenis m/s to request funding for the plaque, the mounting of the plaque, and the purchase of the stone. Voice Vote: ALL AYES. Motion passed 6-0.

- Status: John Pugh's Mural Project
- Status: Public Forum with Micah Blacklight's Project
- Status: Public Art Collection Rack Cards
- Status: ODOT MOU response
- Update on Ashland Gateway Project Considerations: Asphalt Murals

VIII. ADJOURNMENT - 9:31 AM

Next Meeting: December 16, 2022

Public Arts Advisory Committee 4/21/2023

Butler-Perozzi Fountain:  
Request for recommendation

# ASHLAND HISTORIC COMMISSION

## Recommendation

February 8, 2023

### Background

A qualified architectural firm has provided a thorough review of the status of the Butler-Perozzi Fountain and a recommendation for next steps for the fountain's preservation. The firm – Architectural Resource Group (ARG) – has recommended that the Parks Commissioners consider preservation/restoration over replacement.

Since this recommendation has not been vetted with the public, Parks Commissioners have requested a public process for public involvement. Additionally, since the Butler-Perozzi Fountain is a defining element contributing to Lithia Park's listing on the National Register of Historic Places, the Ashland Historic Commission was also asked to provide a recommendation on the disposition of the fountain. After reviewing the ARG report in detail and meeting on site at the fountain with representatives of the Ashland Parks Foundation, the Historic Commission had the following recommendation.

### Historic Commission Motion/Recommendation

**Commissioners Hovenkamp/Repp m/s for the Historic Commission to endorse the concept from the consultant for preservation/restoration of the Butler-Perozzi Fountain and its foundation, with the understanding that there will be areas that require replacement. ALL AYES. Motion Passed.**

# ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Rick Landt  
Jim Bachman  
Leslie Eldridge  
Jim Lewis  
Justin Adams



Michael A. Black, AICP  
Director

541.488.5340  
AshlandParksandRec.org  
parksinfo@ashland.or.us

## Memorandum

**TO:** City of Ashland Planning Department

**FROM:** Michael Black, Director

**DATE:** January 30, 2023

**SUBJECT:** Butler-Perozzi Fountain

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### SITUATION

The Ashland Parks and Recreation Commission (“APRC”) Board of Commissioners (the “Commissioners”) recently received a presentation from the Ashland Parks Foundation (the “Foundation”) on the status of fundraising and project evaluation for the restoration or replacement of the Butler-Perozzi Fountain (the “Fountain”) in Lithia Park. The Foundation has agreed to fund the Fountain project; however, the determination of whether the Fountain should be replaced or preserved has been proffered to the public at-large.

### BACKGROUND

A qualified architectural firm has provided a thorough review of the status of the Fountain and a recommendation for next steps for preservation. The firm – Architectural Resource Group (ARG) – recommended that the Commissioners consider preservation/restoration over replacement. Since this recommendation has not been vetted with the public, Commissioners have requested a public process for public involvement.

Additionally, since the Fountain is contributing historic resource for Lithia Park, the City’s Historic Commission should also provide a recommendation on the disposition of the Fountain.

### ASSESSMENT

The Fountain is a significant contributor to the experience of Lithia Park and many people have expressed their concerns for its dilapidated condition. The Fountain is in dire need of restoration or replacement, and the Ashland Parks Foundation has taken on the project with a desire to raise the funds needed for the project. The project scope needs to be clearer for the Foundation to continue to raise funds. For that reason, the Commissioners need to decide to follow ARG’s recommendation for preservation or choose a different route. Paramount to this decision will be the information gathered by over 500 responses from the the public on their preference on the project.

APRC will be reviewing the public comments on Feb. 8<sup>th</sup> in their public meeting.

Some effort has been made to identify what “preservation” vs. “replacement” means.

The following is from the recommendation of ARG, and can be found on page 23 of their report (attached).

*DISCUSSION: REHABILITATION VS. REPLACEMENT*

*The fountain overall is in fair condition, and the terrace is in good to fair condition. A project such as the one outlined in our recommendations followed by regular maintenance, will extend the life of the fountain for another 30-50 years. Maintenance is a key factor in the lifespan of a rehabilitated or new fountain. Even a completely new fountain would require maintenance on a similar timeline.*

*Previous discussions about the fountain have included the possibility of replacement of the marble components in a more durable material such as granite (since the basin and mechanical systems will be replaced in their entirety, the only element that would be considered rehabilitated would be the central tiered element. When considering rehabilitation versus replacement, it is important to understand how each option will extend the life of the fountain and affect the historical significance of the fountain. Note that most of the significant intervention included in our recommendations is related to the concrete work of the fountain and terrace, not the marble fountain itself. Replacement of the concrete or marble elements with granite facsimiles would have a major impact on the aesthetic of the fountain, in addition to the upfront cost of the material and workmanship to replicate the existing level of carving detail in the marble.*

*Repair of the marble elements of the fountain are currently priced at \$78,894.50 in the cost estimate. Replacement of these pieces in granite and the cost to carve them to match the historic configuration could cost the same, if not more, and it would be very difficult to match the exact historic configuration.*

Staff is asking the Historic Commission to review the information that has been provided in the accompanying report by ARG and ultimately make a recommendation on the path the Historic Commission would prefer APRC follows - preservation or replacement.

Electronic Attachment

[Butler Perozzi Fountain Assessment and Recommendations](#)

CONDITION ASSESSMENT AND RECOMMENDATIONS

# Butler-Perozzi Fountain

## Lithia Park

Ashland Parks Foundation | July 26, 2022, Rev. 01 October 05 2022

*Architecture  
Planning  
Conservation*



Architectural  
Resources Group



**CLIENT:**

Ashland Parks Foundation  
PO Box 247  
Ashland, OR 97520

**Mike Gardiner**  
*President*

**Donna Rhee**  
*Vice President*

**Jeff Mangin**  
*Secretary*

**Michael Murray**  
*Treasurer*

**Mark Knox**  
*Member*

**Jim Lewis**  
*APRC Appointee*

**ARCHITECT:**

Architectural Resources Group, Inc.  
720 SW Washington Street  
Suite 605  
Portland, OR 97205

**Maya Foty, AIA**  
*Principal-in-charge*

**Jennifer Pont, AIC Professional Associate, APT**  
*Associate, Conservator*

**FOUNTAIN CONSULTANT:**

**Lance Dohman**  
*Aquatic Environments*

**COST ESTIMATE:**

**Jennifer Correia**  
*Architectural Resources Group-Conservation Services,  
Inc.*



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## Section One

# Introduction

Architectural Resources Group, Inc. (ARG) was retained by the Ashland Parks and Recreation Commission to assess the Butler-Perozzi Fountain, located in Lithia Park, in Ashland, Oregon and provide recommendations for its repair and restoration.

The fountain sits at the top of a concrete terrace at the west side of the park. The goal of this assessment was to document the current condition of the fountain and the terrace where it sits and provide repair and upgrade recommendations to return the fountain and terrace to its former glory as a beloved piece of the landscape at Lithia Park.

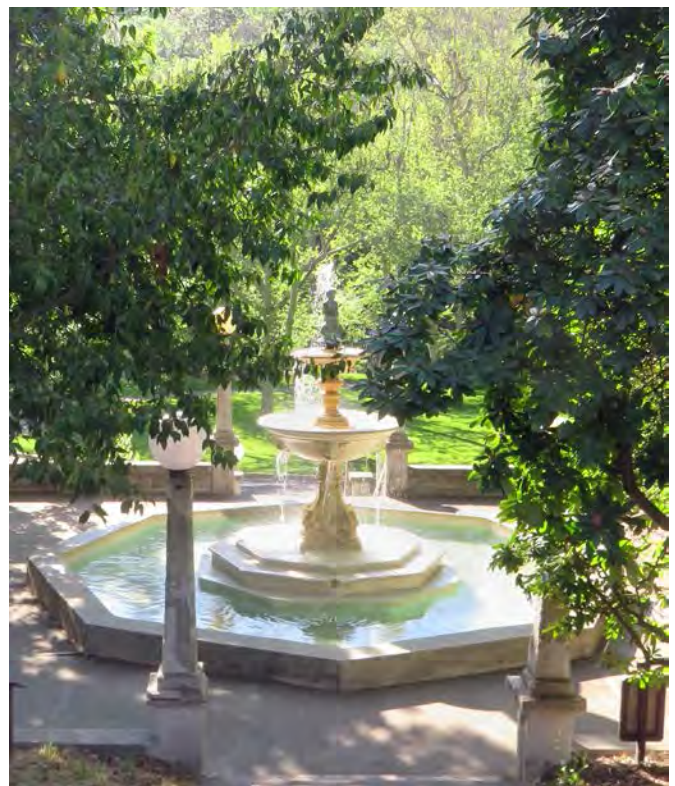
## EXECUTIVE SUMMARY

Overall the fountain and terrace are in fair condition, with certain elements in fair to poor condition. The fountain was running at the time of the assessment, demonstrating that the recirculating pump system performs its basic function while emphasizing significant issues including uneven flow through the various water elements, including splashing and a tipping condition in the uppermost bowl.

Most of the marble fountain is in fair condition, with previous repairs ranging from intact stone dutchman to missing stone dutchman and failed epoxy repairs. There are significant open and

failed joints, especially near the water line at the lower pedestal and lower bowl that feeds into the fountain pool.

The concrete of the terrace and stairs is in fair condition, with certain elements in poor condition. The most common condition is cracking and spalling due to failed previous repairs and corroding ferrous reinforcement. These conditions are present at most of the light posts, and short columns.



*Fountain viewed from steps to Granite Street.*

## *Introduction*

### DESCRIPTION AND BRIEF HISTORY

The Butler-Perozzi fountain is composed of three-tiered marble bowls and pedestals, and is capped with a small bronze statue of a boy and duck which spits water into the uppermost bowl that then cascades into the middle bowl where water flows over a weir edge. Water then flows through lionhead scuppers on the underside. The pedestal of the lower bowl has additional water elements in the form of four matching carved gargoyle heads that spit water into the lower bowl. Water in the lower bowl then cascades over the edges and into the pool below the fountain.

The fountain was gifted to the City of Ashland by Gwin S. Butler and Domingo Perozzi in 1916, after acquiring it in 1915 at the San Francisco Panama-Pacific Exhibition. The fountain was sculpted by Antonio Frilli, an Italian sculptor from Florence, Italy. It is carved out of Fiori di Peschi marble which is still quarried in the Friuli Venezia Giulia region of northeastern Italy.

The fountain sits on a concrete base and is part of a concrete terrace that was built to house it. Access to the terrace is by the central staircase from the lower parking area, two walking paths at the north and south, and a staircase from Granite Street at the west. The terrace is lit by light posts that flank each entrance.

By the 1980s, the fountain was in serious disrepair. In 1987, the fountain underwent a significant rehabilitation and restoration. The work was commissioned by the City of Ashland Planning Director, John Fregonese and included bringing in sculptor Jeffrey Bernard to restore and

re-carve several elements. At this time, the original marble statue of a boy and duck was removed and replaced with a bronze facsimile. The original is currently stored at the Public Library. The upper bowl and pedestal were replaced. It appears that several dutchman repairs at the lower bowl were installed at this time, and that the gargoyles were also repaired, perhaps with dutchman repairs that have since been damaged or lost.

Over time, the site had seen other changes, including the removal of the historic light posts. These were replicated and reinstalled during the 1987 restoration. Based on historic photos from the early 1980s, the outer rim of the fountain pool was also raised and widened at this time.

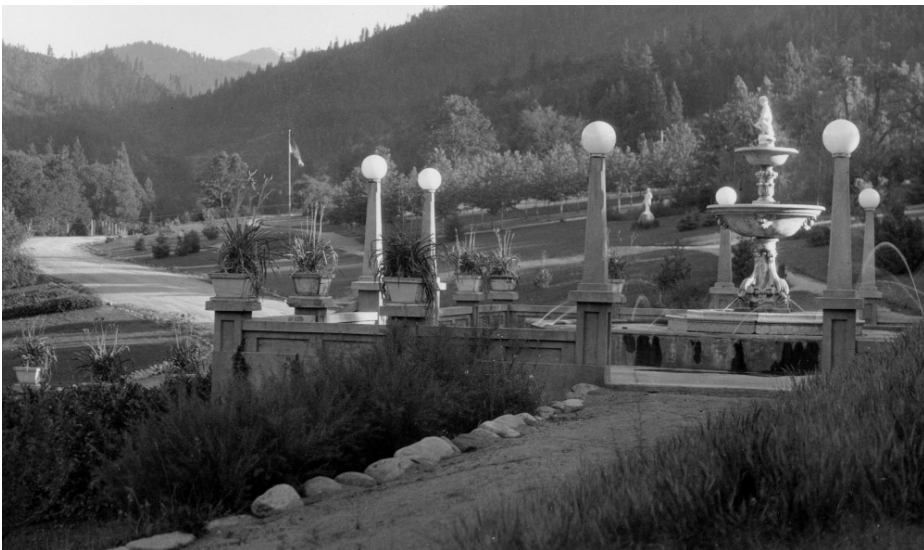


*Photo circa 1927 of the fountain, viewed from the steps to Granite Street.*

## *Introduction*



*Butler-Perozzi Fountain, circa 1981 before restoration. Note the missing light posts and fountain bowls.*



*Butler-Perrozi Fountain, undated. Note the water feature that spouts water from the outer rim of the fountain pool, toward the lower bowl. No sign of this feature is currently visible.*

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## *Section Two*

# Methodology

## ON-SITE ASSESSMENT

ARG Conservator Jennifer Pont was on site on May 26, 2022 to survey the fountain and coordinate with Parks and Maintenance personnel. A fountain consultant, Lance Dohman of Aquatic Environments was also on site to assess the fountain and its plumbing systems. The fountain was running at the time, which allowed for the team to assess the water effects and plumbing system, but prevented close up assessment of the marble and sounding of previous repairs. Items such as the integrity of the piping system between the pump vault and fountain, soundness of the mechanical connections between the various stacked elements that form the central feature, and the sanitary sewer lateral could not be evaluated under wetted conditions and without some damage to the installation. Despite these limitations, access to the fountain and the pump vault system was extensive and a thorough assessment was carried out.

## COST ESTIMATE

Based on this survey, a series of recommendations were developed. A cost estimate was prepared by ARG Conservation Services (ARG/CS) and is included in Appendix C. Fountains endure substantial challenges to their integrity including the constant presence of treated water, thermal cycling from freeze-thaw cycles, vandalism, and multiple connections of dissimilar materials that deteriorate unevenly leading to failures of adjacent materials. The costs presented are based on an achievable goal of an enduring restoration to reset the present condition and combat the forces of nature and human interaction over a long-term horizon. The cost estimate assumes work will be carried out by professional ARG/CS conservators and durable fountain-specific equipment will be installed by experienced water feature contractors. These are intended for planning purposes only and should be updated in future design phases.



## GUIDELINES

The recommendations in this report are based on The Secretary of the Interior’s Standards for the Treatment of Historic Properties (The Standards) with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, and on the Code of Ethics of the American Institute for the Conservation of Historic and Artistic Works (AIC). The Standards provide general information for stewards of historic resources to determine appropriate treatments. They are intentionally broad in scope to apply to a wide range of circumstances, and are designed to enhance the understanding of basic preservation principles. They are neither technical nor prescriptive, but are intended to promote responsible preservation practices that ensure continued protection of historic resources. Further, the Code of Ethics of AIC calls for treatments to be “suitable to the preservation of the aesthetic, conceptual, and physical characteristics of the cultural property.” The Code of Ethics also requires an “informed respect for the cultural property, its unique character and significance, and the people or person who created it.” Treatments listed in this report respond to goals related to the preservation of the original intent and materials used in the creation of the Butler-Perozzi Fountain.

## Section Three

# Existing Conditions

## SUMMARY OF CONDITIONS

During the on-site assessment the fountain, terrace, and main stairs were surveyed and photographed. Overall the fountain, terrace, and main stairs are in fair condition, with isolated elements in fair to poor condition. The following conditions were observed:

- There are multiple previous repairs to the marble fountain, some of which are in good condition, such as the dutchman repairs at the edge of the lower bowl. Some previous repairs show signs of loss and deterioration, including epoxy repairs on the skyward face of the lower bowl, and failure of joints around submerged dutchman.
- There is a through-unit crack on the base of the upper pedestal and several spalls including at the neck and base of the upper pedestal, the neck of the pedestal, and at decorative features of the lower pedestal.
- The joints between the marble units of the bottom bowl and pedestal are heavily deteriorated. Water traveling through joints likely contributes to water loss experienced by the system when it is running, contributing to flow issues.
- At the fountain pool outer edge, perimeter terrace walls, and light posts, spalled concrete has revealed embedded ferrous reinforcement. In some areas the exposed reinforcement is corroding and causing further deterioration.
- There are cracks, spalls, and failed previous repairs at several stairs at the top and bottom of the main stair.
- There are cracks in the surface finish on the north and south cheek walls of the main stair.
- There are water flow issues including excess spraying from the bronze duck beak, uneven flow from the uppermost bowl due to an unsecure connection, and irregular flow through the lionhead scuppers. Irregular flow and splashing is causing uneven wear across most of the carved elements.
- The concrete of the fountain bowl, terrace, and stairs is heavily soiled.

## Existing Conditions

### FOUNTAIN CONDITIONS

Overall, the fountain is in fair condition. The following conditions were observed and are listed from the top of the fountain and down. For a list in order of recommended repair, see the Recommendations Section. The following conditions were observed:

- There are general flow issues with the fountain. Water has to be routinely added to the system due to water loss. Water loss can take several forms including constant flow into an overflow drain that normally maintains the water level during rain events, leaking piping, and splashing. We were informed that the fountain is topped off manually or via a battery-operated timer in the pump vault area.
- Other assemblies such as an overflow drain and fittings to keep the fountain water moving in a clockwise fashion have been periodically retrofitted on the fountain to keep it operating, but none were found with historical significance. Periodic installation of mechanical equipment separated by larger renovation events throughout the course of a fountain's life is commonplace. When installed more than a hundred years ago, fountains were once-through systems where water was simply discharged to a water way or sewer after one trip through the fountain. Over time, pumping schemes were installed to recirculate water via demolition of portions of the lower pool. While recirculation of fountain water preserves a valuable resource many rounds of invasive modifications have taken place over time to capture and repressurize fountain



*Water splashes out of the east end of the fountain, at the top of the stairs.*



*Water splashes out of the east end of the fountain, at the top of the stairs.*

## *Existing Conditions*

waters which commonly develop into leaks as the layers of patching inevitably fail. Maintenance of sterilization to avoid accumulation of algae and bacteria have required water treatment chemicals including chlorine tablets that accelerate damage to fountain construction materials.

- As the main point of entry for water into the system is the swan's mouth in the bronze sculpture, this results in over-spray and heavier flow on that side of the fountain. This condition has impacted other conditions listed in this section.
- The bronze statue at the top of the fountain is a replica of the original marble statue and was installed in the 1987 restoration. The bronze is in fair condition and is showing signs of cupric oxidation; it is turning green in some areas whereas the rest of the statue has a typical brown patina. The bronze should be cleaned and given a waterproof protective coating to prevent oxidation.
- The upper bowl is a replacement, likely from the 1987 restoration and is in good condition. The type of marble used was reportedly the same marble the rest of the fountain is made from, but varies slightly in color. This is not unusual from quarries that have been active for long periods of time. The bowl does have some graffiti ghosting visible on the north side of the bowl, but most of the graffiti has been successfully removed.
- The pedestal supporting the upper bowl is in poor condition. It has spalls at the upper and lower lips, and a through-unit crack in its base. Although it could not



*Water flows unevenly off the north east edges of the bowls. Note that the flow out of the lions is not smooth.*



*Bronze discoloration at the fountain's statue.*

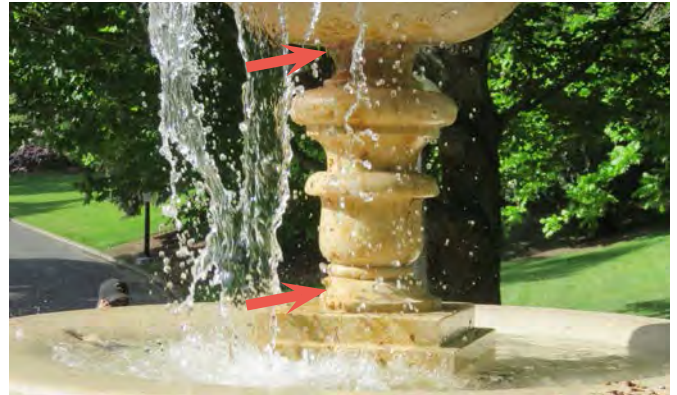


*Cracks and spalls at the upper pedestal.*

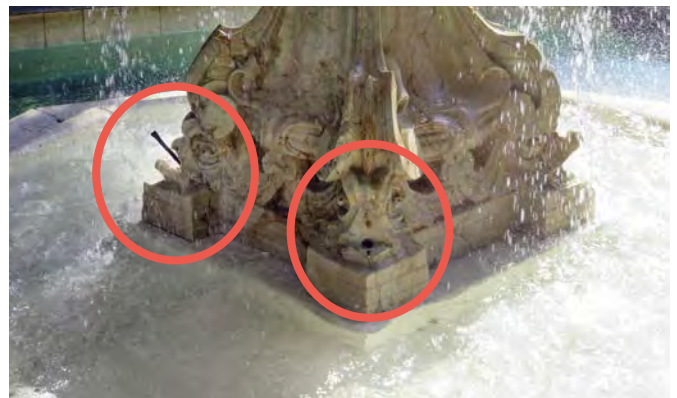
## Existing Conditions

be visually verified, there does not appear to be any vertical reinforcing such as metal rods set in grout pockets between this pedestal and the upper bowl.

- The middle bowl is in fair condition. It appears to be original and shows some uneven wear on the east edge of the bowl, likely related to the flow issues in the fountain. Water was likely meant to flow to the lower bowl through the open mouths of the lion's heads on the underside of the bowl. Currently, the flow out these areas is uneven and may be related to water pressure/flow issues, or blockages in the openings.
- The lower pedestal is in fair to poor condition, with spalls, uneven weathering, and flow issues. While most spalls are superficial and occur around the scrolls around the spitting gargoyles, two gargoyles show significant loss of their facial features. The valves or other mechanisms that control flow to the gargoyles was not detected. It is possible that these connections are broken and contributing to water flow that emanates from various joints and cracks in the lower pedestal.
- Two of the gargoyles at the lower pedestal are in poor condition. Two are missing most of their faces. One of these has a piece of piping sticking out of its mouth. This appears to have been a recent attempt at vandalism. It should be noted that water still flows from this spout. The other that is missing its face no longer spits water. These two gargoyles may have been repaired in the 1987 restoration, but these repairs have failed.



*Spalls at the upper pedestal.*



*Damaged gargoyles at lower pedestal. Note the pipe sticking out of the element on the left.*



*Weathered veining in lower pedestal. Note the dutchman repair indicated with an arrow.*

## *Existing Conditions*

- The lower bowl is in fair condition. While the marble is in fair condition, the joints between the bowl sections are in very poor condition. They are heavily eroded and missing in large areas. This likely contributes to water loss and flow issues at the fountain.
- There are several rounds of repair on the lower bowl, including epoxy repairs and dutchman repairs. The epoxy repairs are in poor condition, as the marble around the repairs has continued to weather, resulting in slightly raised patches. The condition of the dutchman repairs varies. While most are still in good condition there are isolated areas of failed joints that should be repaired. Water flows from various joints and gaps in the lower bowl. Its origin could include gaps between the upper structure or via water conveyance through a cylindrical chase that typically contains the piping that delivers water to the upper portions of the assembly.
- The pool of the fountain is in poor condition, with large areas of cracked and missing swimming pool plaster. The plaster shows signs of previous patching, and many of the interfaces of these patches have failed and exhibit large cracks. Some of the pool plaster extends above the waterline onto the lower podium and has experienced significant delamination. In general, pool plaster should be continually submerged as it can dry out, check, crack, and fall apart. Hence, if a fountain is to be drained in the wintertime or experiences periods with no water such as shutdowns during extreme drought conditions, swimming pool plaster is a poor choice if lining material.



*Crack (red) and dutchman repairs (blue) in lower bowl. Note the open joint between the plaster and the marble.*



*Previous repairs and open joints at lower bowl. Note the plaster failure and exposed concrete at the bottom right.*



*Cracks in plaster over concrete base.*

## *Existing Conditions*

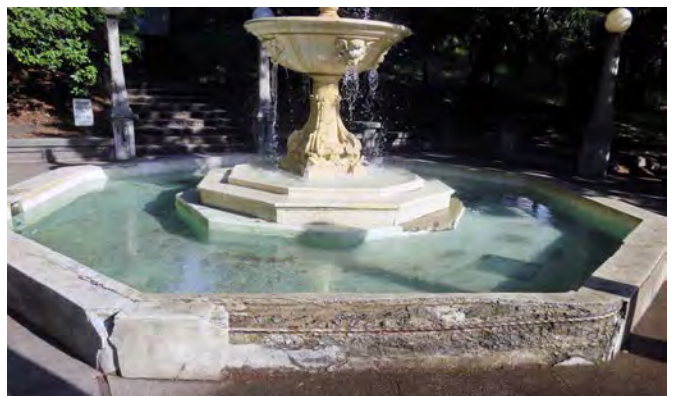
- The tile line at the outer edge of the pool is in fair to poor condition. There is a large area of missing tiles at the east side of the fountain, and the tiles are weathered and stained. A tile band is a necessary feature to maintain a submerged condition for the pool plaster and to provide a smooth surface for cleaning scum that tends to accumulate at the waterline. Based on historic photos, this tile line was added in the 1987 restoration.
- The outer rim of the pool is in poor condition, with a large area of loss and exposed ferrous reinforcement at the east side of the fountain. This appears to have been a recurring problem area, as there are signs of at least four repair campaigns. Additionally, based on historic photos the outer rim was made thicker and taller in the 1987 restoration, likely in response to water issues at this wall. The delamination issues at this wall suggest that it is another avenue for water to escape the fountain system.



*Plaster loss at concrete base. Note plaster loss below the water, on the floor of the pool.*



*Missing and soiled perimeter tiles.*

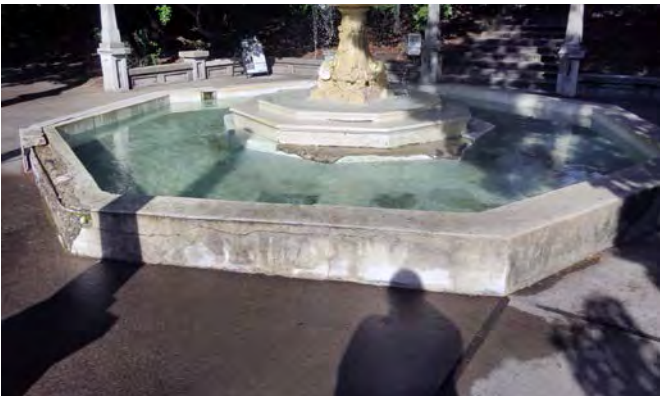


*Concrete loss at outer rim of fountain pool.*

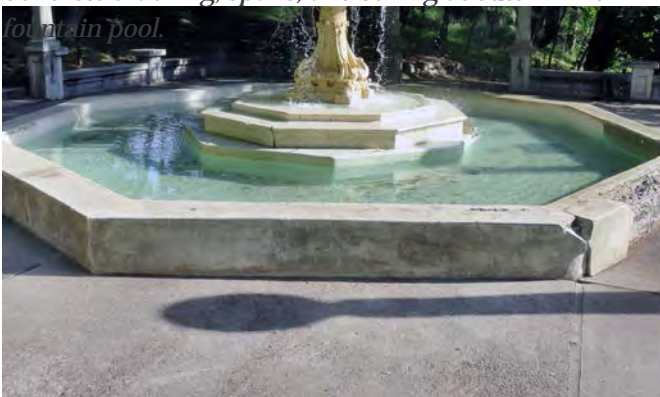
## *Existing Conditions*



*Concrete cracking, spalls, and soiling at outer rim of fountain pool.*



*Concrete cracking, spalls, and soiling at outer rim of fountain pool.*



*Concrete cracking, spalls, and soiling at outer rim of fountain pool.*



## *Existing Conditions*

### TERRACE CONDITIONS

Overall the terrace is in good to fair condition, with some areas in poor condition. The following conditions were observed:

- Several of the column capitals are in poor condition, with corrosion of the embedded ferrous reinforcement. This has caused delamination of the surface finish, cracking, and spalling. In some locations the ferrous reinforcement has been exposed. Many of these areas show signs of previous repair.
- The light posts are in good to poor condition. They exhibit similar signs of deterioration to the column capitals with delamination of the surface finish, cracking, and spalling. There are also areas of exposed ferrous reinforcement, and signs of previous repair.
- The concrete walls are in good condition, but like the columns and light posts, they are heavily soiled.
- While all the plastic globes on the light posts are intact, several are yellowing due to UV exposure. It is unknown if these lights still function.
- There are several areas of graffiti ghosting on the skyward face of the concrete walls. The graffiti has been mostly removed but some residual color is still visible on the concrete.
- The flat concrete is in fair condition, with cracking and surface loss on the north end.
- The flat paving has inset wood strips. These strips are beginning to warp in some areas due to moisture in the wood.



*Concrete cracking, spalls, and soiling at terrace column.*



*Concrete cracking, spalls, and soiling at terrace columns.*



*Concrete cracking, spalls, and soiling at light posts.*

## *Existing Conditions*



*Concrete cracking and spalls at light post.*



*Graffiti ghosting on terrace wall.*



*Concrete cracks (red) and warped wood strips in terrace floor (blue).*

## *Existing Conditions*

### MAIN STAIRCASE

The main staircase to the fountain leads up the slope from the parking area to the east and is in fair condition. Additional paved paths to the north, south, and west were not part of this assessment. The following conditions were observed:

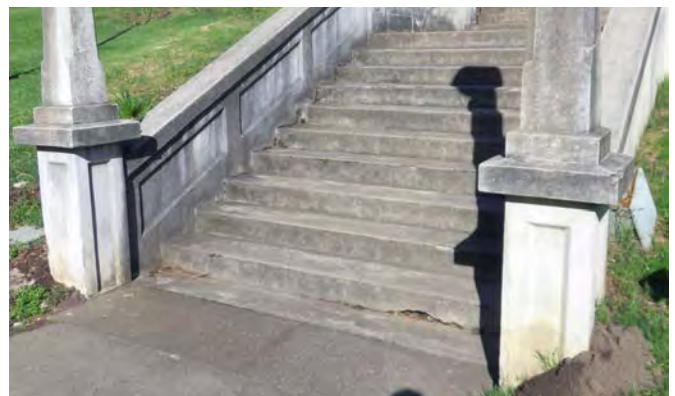
- Overall the stairs are in good condition, with some areas in poor condition. There are spalls and cracks in stairs at the base and top of the staircase. There are previous repairs visible on the top steps, and some of these have failed.
- The stair walls are in fair condition. There are cracks in the cheek walls. Several of these cracks are visible on the inner and outer faces of the walls and may be due to water infiltration at the terrace or movement. Although most of the water that splashes out of the fountain evaporates naturally, it is possible that water is leaking from the fountain pool, particularly around the drain and other embedded items and is migrating beneath the concrete paving and stairway, compromising its integrity.



*Cracks in cheek wall and failed repairs and cracks in the stairs.*



*Uneven and failed repairs at the lower stairs.*



*Failed repairs and small spalls at lower stairs.*

## *Existing Conditions*



*Cracks in the cheek wall. This crack is also visible at the exterior face.*



*Cracks in the outer face of the staircase. This crack is also visible at the interior face.*



*Cracks in the outer face of the staircase.*

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## *Section Four*

# Recommendations

Based on the conditions observed at the Butler-Perozzi Fountain, the following recommendations are made. As with the existing conditions, the following recommendations are organized by location, starting with the fountain and moving to the outer edges of the site. They are generally listed in order of priority, with high-priority items listed first.

## FOUNTAIN

- The pedestal supporting the upper bowl is in poor condition and should be replaced. The noted conditions affect the structural stability of this unit, and the upper bowl has been known to rock. Should it fall, this poses a significant risk to the upper bowl itself and to the lower elements of the fountain as would impact them when toppled. As these elements are replacements, they should be replaced in kind. Historic photos may be used to achieve a level of detail more consistent with the original pedestal.
- Water flow issues should be addressed. Blockages should be cleared so that water flows evenly out of the lion's heads on the middle bowl rather than over the rim of the middle bowl. This will prevent uneven wear and erosion on the rim. Openings could be re-drilled, and brass escutcheons installed to direct the flow downward to minimize the erosive effects of splashing on the lower pedestal.
- The joints, especially those in the lower bowl, should be repaired. A tile grout appropriate for marble and partially submerged conditions should be used.
- The lower pool and outer rim of the fountain pool should be demolished and replaced. Historic photographs indicate that this wall has long had water issues and the plaster and tile installation is both prone to failure and is non-historic. There are multiple failed repairs and corroding reinforcement. Furthermore, the installation of new piping and reliable

## *Recommendations*

fountain mechanical equipment would involve extensive saw-cutting, demolition, and patching, giving rise to future leaks along these routes if the present floor was maintained. We recommend a monolithic concrete structure that would extend from the center footing through the bottom of the pool and vertically to create a new outer rim (viewed as a “U” shape in cross-section). This structure would involve placement of a new aggregate base, coated reinforcing steel, and premixed shotcrete containing integral colorant and a waterproofing admixture. This new structure would accommodate reliable fountain mechanical components and the challenges of a tile line or plaster and their typical 10-year replacement cycles would be avoided. In sum, an economical grey concrete pool more closely resembles the subdued historic installation and provides a multiple of durability vs. adding more layers to a failing existing structure.

- New concrete should tuck under the marble at the lower bowl but should not be in direct contact. A separate joint between the concrete and marble should be maintained.
- The lower pedestal should be repaired. Spalls should be patched with a compatible material, with large areas of loss repaired using dutchman and cracks filled with appropriate crack repair materials matching the existing material. If water flow cannot be restored without significant intervention into the plumbing at the lower pedestal, sealing off of the affected gargoyles should be considered. Should the fountain be de-constructed in the future, these

features could be easily restored with the additional intervention.

- Cracks and spalls in the lower bowl should be repaired. The previous dutchman repairs should be repointed as needed. Large areas of missing or spalled material should be replaced in kind with a dutchman repair. Existing joints and carved features should be accurately replicated.
- Failing repairs should be repaired or removed and replaced. The joints of dutchman repairs that have failed should be re-grouted. Epoxy repairs that sit proud of the weathered marble should be refinished to be flush with the marble. This will prevent continued uneven erosion of the softer marble at the edges of the epoxy.
- The bronze statue at the top of the fountain is showing signs of oxidation and turning green. The bronze should be cleaned and given a waterproof protective coating.
- When the upper bowl is removed for replacement of the pedestal, the graffiti ghosting should be treated. Note that the previous intervention did remove most of the paint, and additional methods such as poulticing may remove remaining paint and pigment from the grain of the marble.

## Recommendations

### PLUMBING RECOMMENDATIONS

- A new leak-resistant pool is recommended to contain the falling waters from the fountain elements. The structure also performs the function of reliable water control with devices imbedded within the concrete structure. On the walls of the pool, two new cast-in brass overflow drains will manage accumulation of rainwater and an automatic fill sensor in a brass housing will trigger a solenoid valve to add water to the fountain. The floor should contain two suction drains with screens, two eyeball fittings to circulate water in the pool, and a drain valve with tamper-proof hardware to thoroughly drain the fountain when required.
- The depth of the pool was 19.25" at the time of the assessment. This is beyond the maximum allowable depth by most municipal codes or regulations, with standard designs between 12" and 18" typical and 18" being the maximum allowable depth in most cases. The depth of a new pool should be no greater than 16" to allow for potential clogging of the overflow drains.
- The mechanical items within the pool will be connected to new copper piping<sup>1</sup> serving the bronze duck, uppermost bowl adjacent to the duck, and gargoyles. These flow elements should be individually controllable at the pump vault or in a concrete box adjacent to the fountain.
- Historic photographs show jets emanating from the pool wall and landing short of the center fountain.

<sup>1</sup> Copper is recommended for piping of one inch or less.

These could be plumbed in as an alternate and once again should be individually valved for precise control.

- All new pressurized water supply piping and suction piping should be installed from fountain to the location of the pump vault. This piping can be SCH 40 PVC.
- While the existing vault and pump functions adequately, a custom-built system has the advantages of direct compatibility with the water control elements installed in the new pool. A pre-engineered system<sup>2</sup> could include features such as a built-in control panel with pump and lighting (optional) time clocks, an automatic fill solenoid, cartridge filtration, a sump pump to collect incident water, and an erosion feeder for sterilization. An additional timing circuit to control lighting at the terrace can also be provided within the vault lid. The existing backflow device could be reused if needed.

<sup>2</sup> Such as those constructed by Roman Fountains, The Fountain People, or equal. See Appendix B for a cut sheet by Roman Fountains.



## Recommendations

### TERRACE

- Cracked, spalling and deteriorated concrete should be removed and repaired.
- Exposed ferrous elements should be cleaned and treated before repairing.
- Cracks in the concrete should be cleaned. Cracks wider than 1/4" should be routed and repaired. Note that smaller cracks may also be repaired but may not be necessary.
- The wood strips between concrete blocks should be replaced in kind.
- The concrete should be cleaned using a biodegradable, non-acidic cleaner and low-pressure power washer. In order to prevent streaking and wand marks, a distance of at least 6 inches should be maintained between the surface and the tip of the power wash wand equipped with a fan tip 60 degrees or greater.
- Graffiti ghosting may be addressed during the cleaning process using non-acidic biodegradable paint stripper.
- The electrical for the light posts should be tested and repaired/replaced as needed.
- The plastic globes should be replaced with non-yellowing UV resistant plastic or frosted glass.

### STAIRS

- Spalls and cracks on the stair treads should be repaired. Failed repairs should be removed and replaced.

- Cracks in the cheek walls should be routed and repaired. Care should be taken to match the existing color and texture.
- The concrete should be cleaned using a biodegradable, non-acidic cleaner and low-pressure power washer. In order to prevent streaking and wand marks, a distance of at least 6 inches should be maintained between the surface and the tip of the power wash wand equipped with a fan tip 60 degrees or greater.
- While not included in the scope of this project, as it is not a signed or publicized pathway, the staircase from Granite Street should be studied for accessibility, and a handrail should be added if needed.



*Staircase to Granite Street, to the west of the terrace.  
Note that this is not a signed or publicized pathway.*

## *Recommendations*

### DISCUSSION: REHABILITATION VS. REPLACEMENT

The fountain overall is in fair condition, and the terrace is in good to fair condition. A project such as the one outlined in our recommendations followed by regular maintenance, will extend the life of the fountain for another 30-50 years. Maintenance is a key factor in the lifespan of a rehabilitated or new fountain. Even a completely new fountain would require maintenance on a similar timeline.

Previous discussions about the fountain have included the possibility of replacement of the marble components in a more durable material such as granite (since the basin and mechanical systems will be replaced in their entirety, the only element that would be considered rehabilitated would be the central tiered element). When considering rehabilitation versus replacement, it is important to understand how each option will extend the life of the fountain and affect the historical significance of the fountain. Note that most of the significant intervention included in our recommendations is related to the concrete work of the fountain and terrace, not the marble fountain itself. Replacement of the concrete or marble elements with granite facsimiles would have a major impact on the aesthetic of the fountain, in addition to the upfront cost of the material and workmanship to replicate the existing level of carving detail in the marble.

Repair of the marble elements of the fountain are currently priced at \$78,894.50 in the cost estimate. Replacement of these pieces in granite and the cost to carve them to match the historic configuration could cost the same, if not more, and it would be very difficult to match the exact historic configuration.

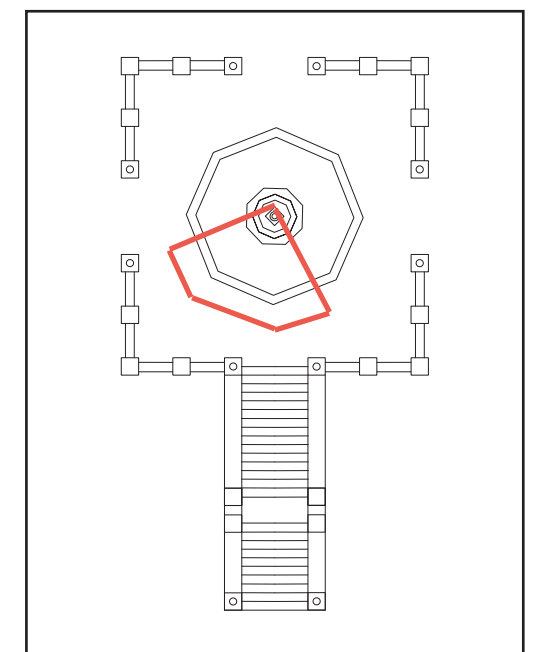
APPENDIX A:

Existing Conditions Survey

*Existing Conditions - Fountain*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan

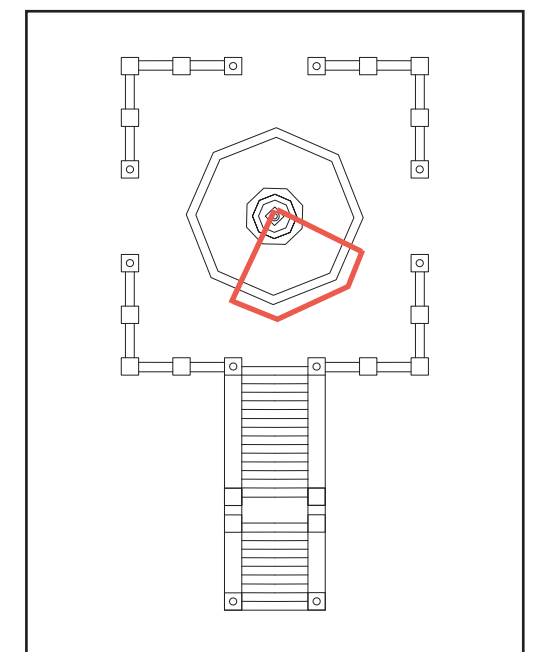
North



*Existing Conditions - Fountain*



	Condition
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan

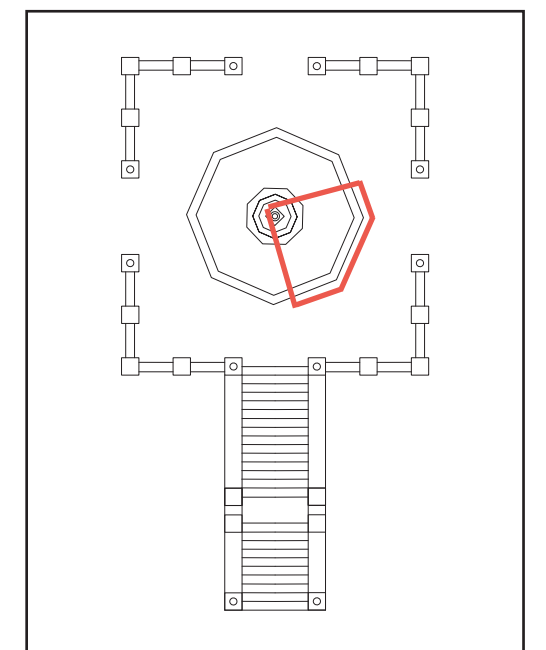
North



*Existing Conditions - Fountain*



	Condition
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

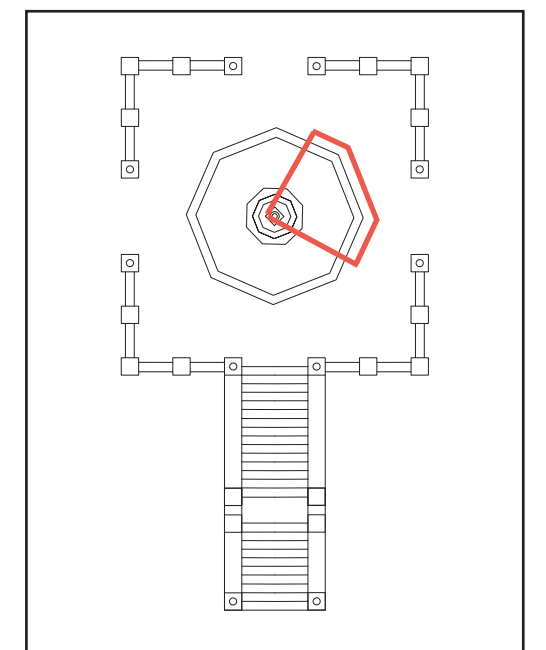


Key Plan North  
➔

*Existing Conditions - Fountain*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

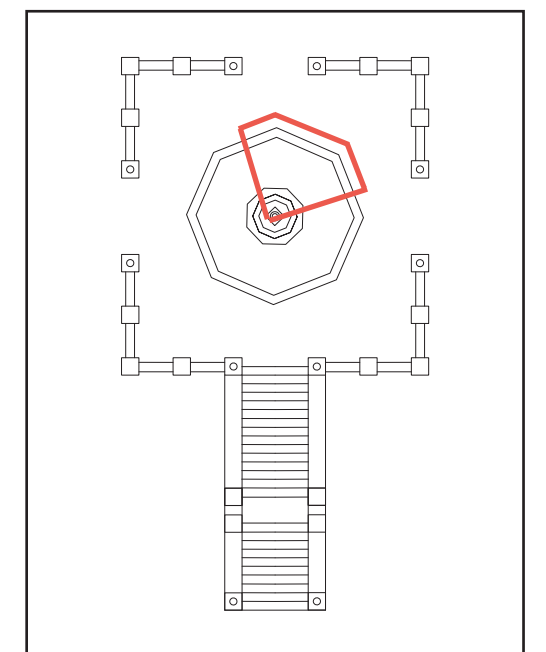


Key Plan North  
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*Existing Conditions - Fountain*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



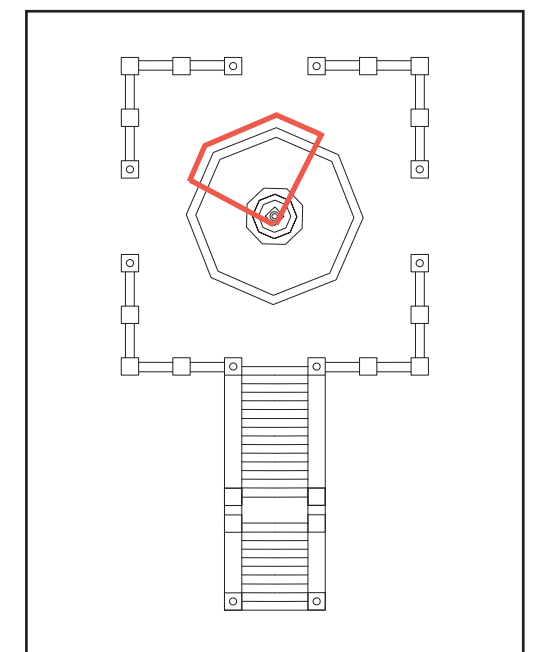
Key Plan North  
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*Existing Conditions - Fountain*



	Condition
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan

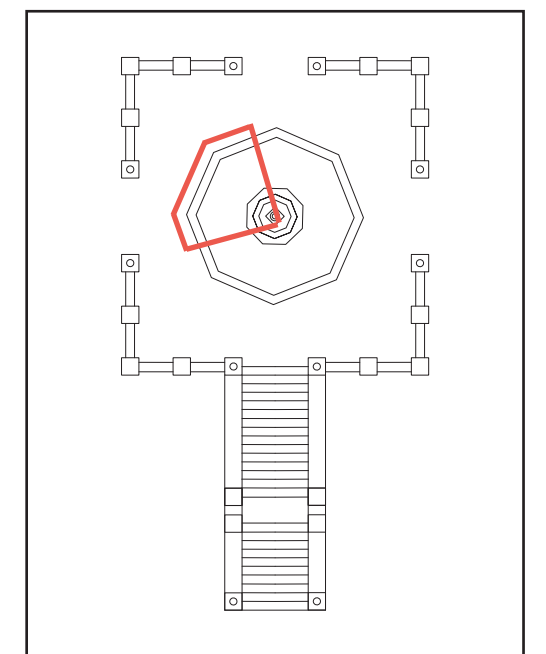
North



*Existing Conditions - Fountain*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan

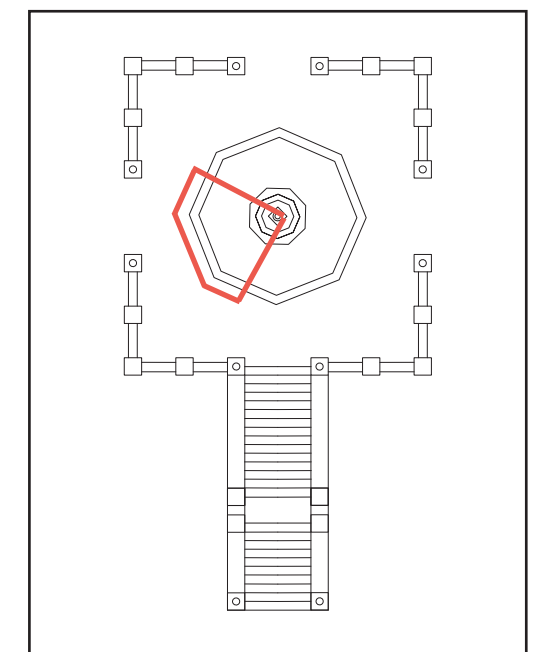
North



*Existing Conditions - Fountain*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

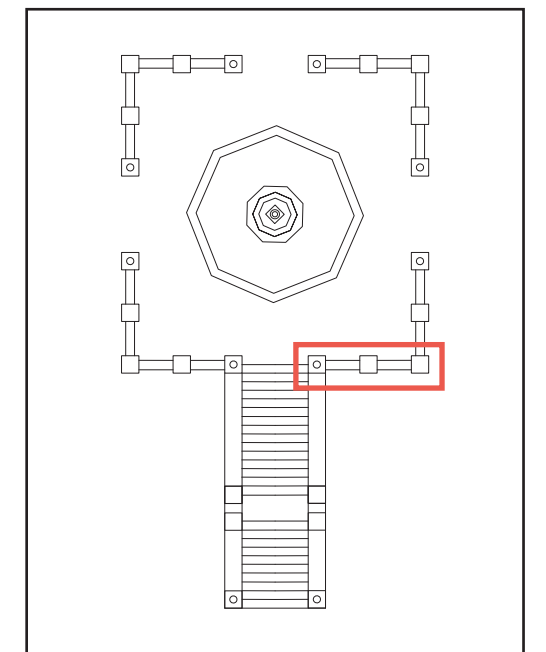


Key Plan North  
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*Existing Conditions - Terrace*

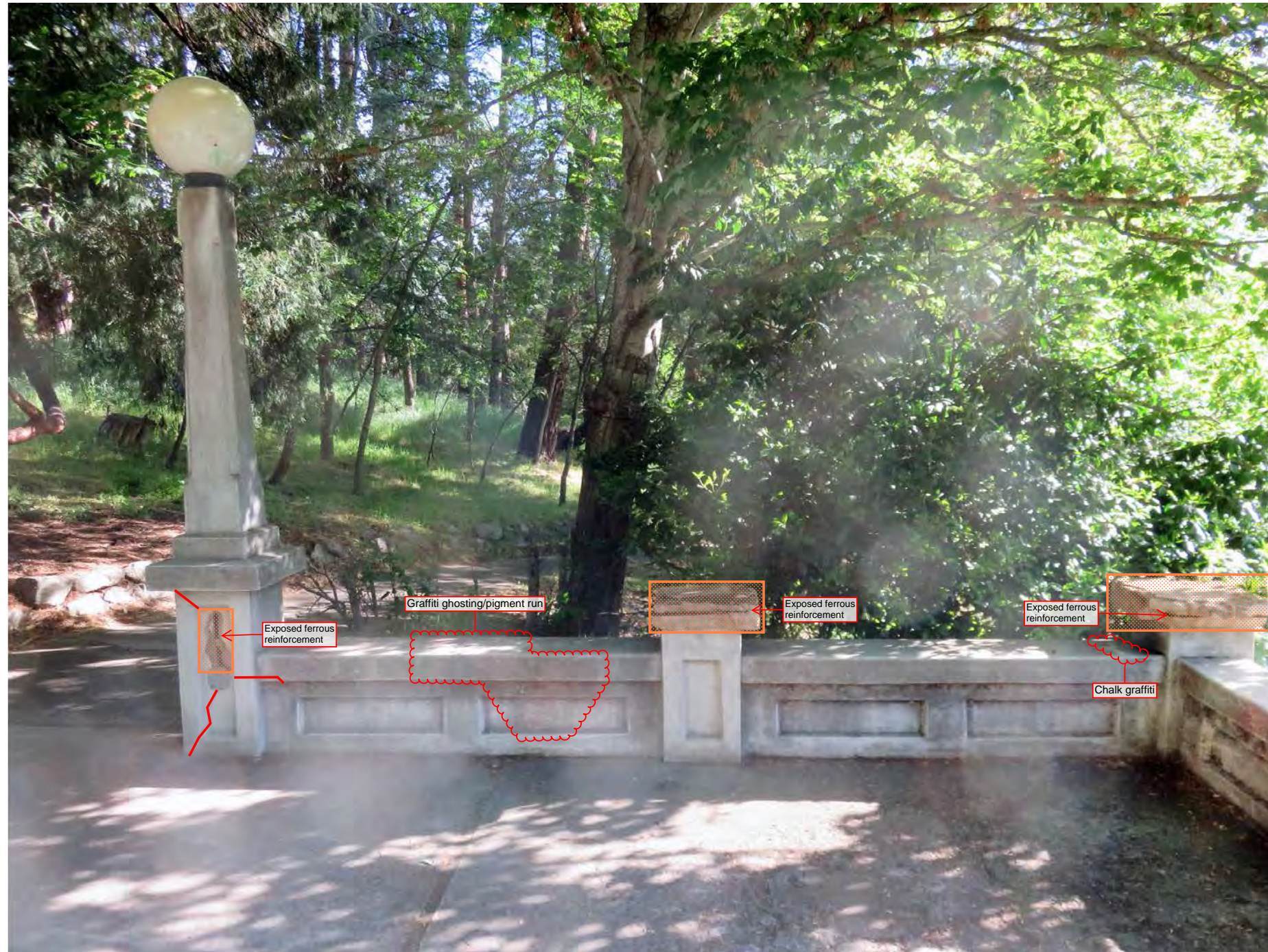


Condition	
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	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

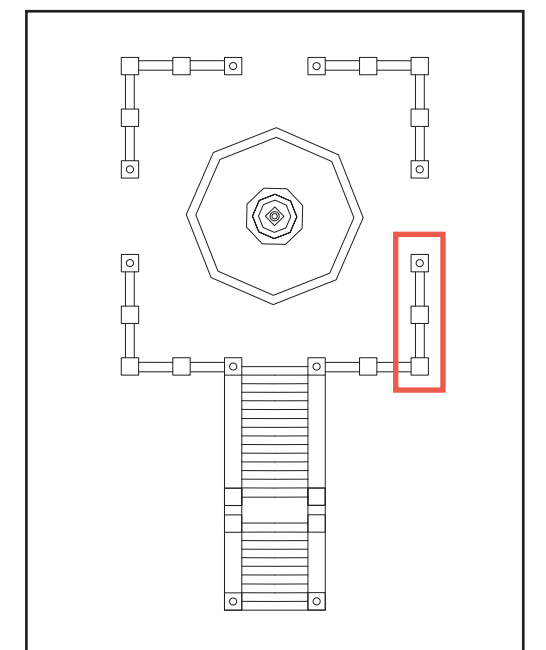


Key Plan North  
➔

*Existing Conditions - Terrace*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

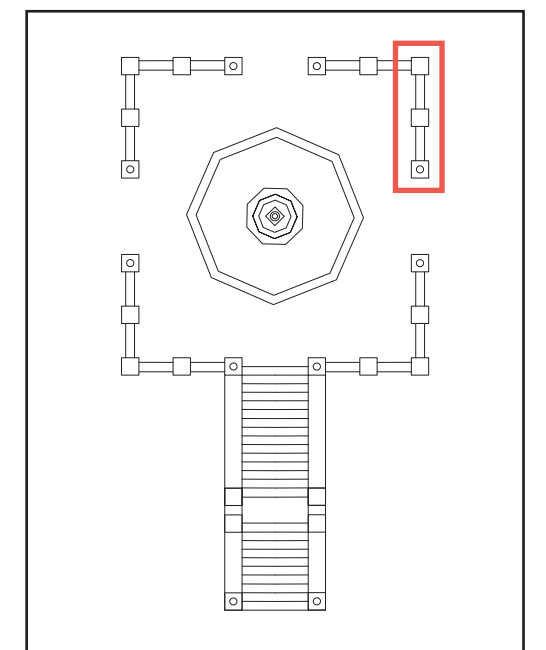


Key Plan North  
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*Existing Conditions - Terrace*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

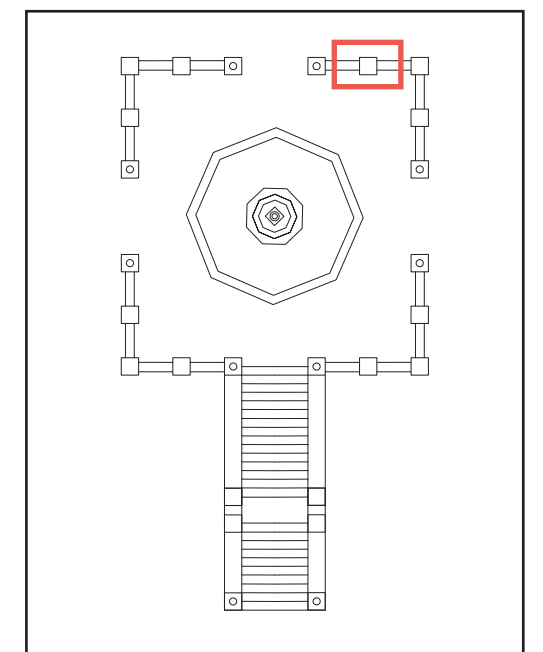


Key Plan North  
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*Existing Conditions - Terrace*



	Condition
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan

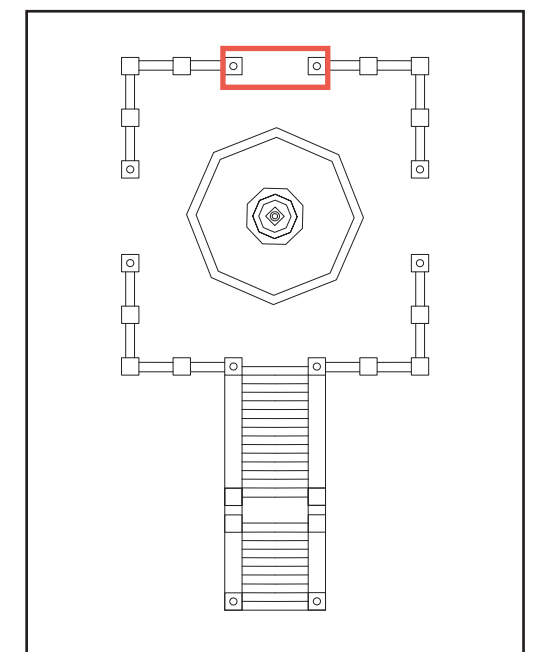
North



*Existing Conditions - Terrace*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan

North

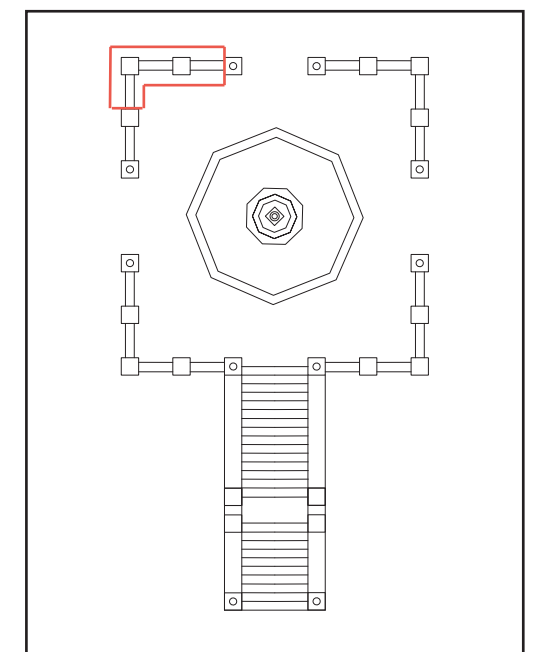




*Existing Conditions - Terrace*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

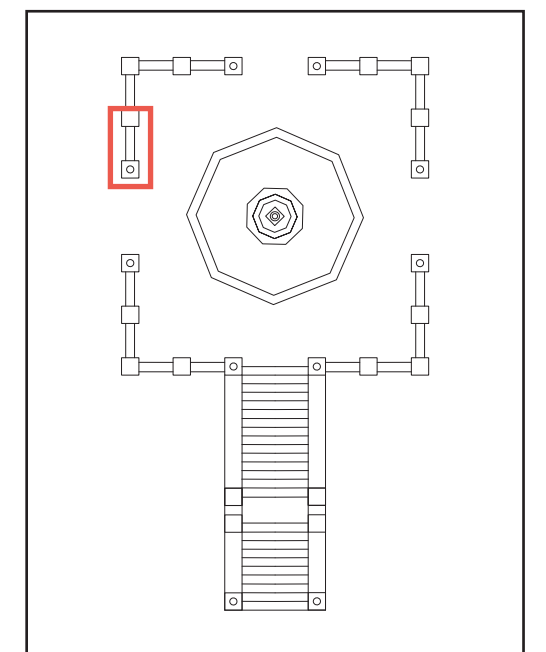


Key Plan North  
➔

*Existing Conditions - Terrace*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

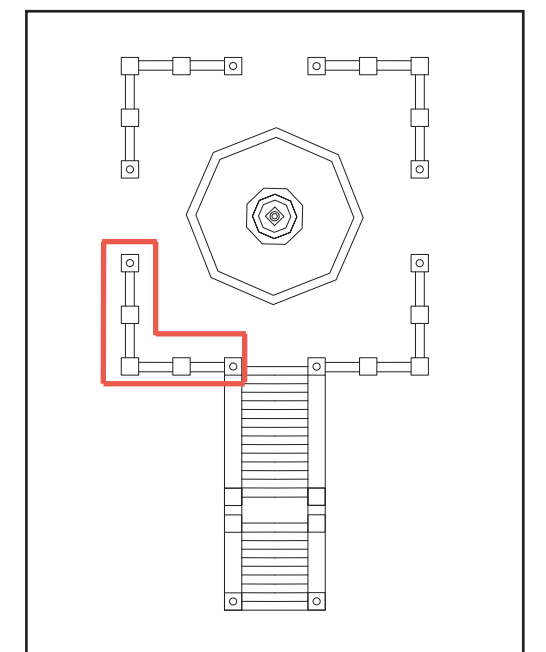


Key Plan North  
➔

*Existing Conditions - Terrace*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

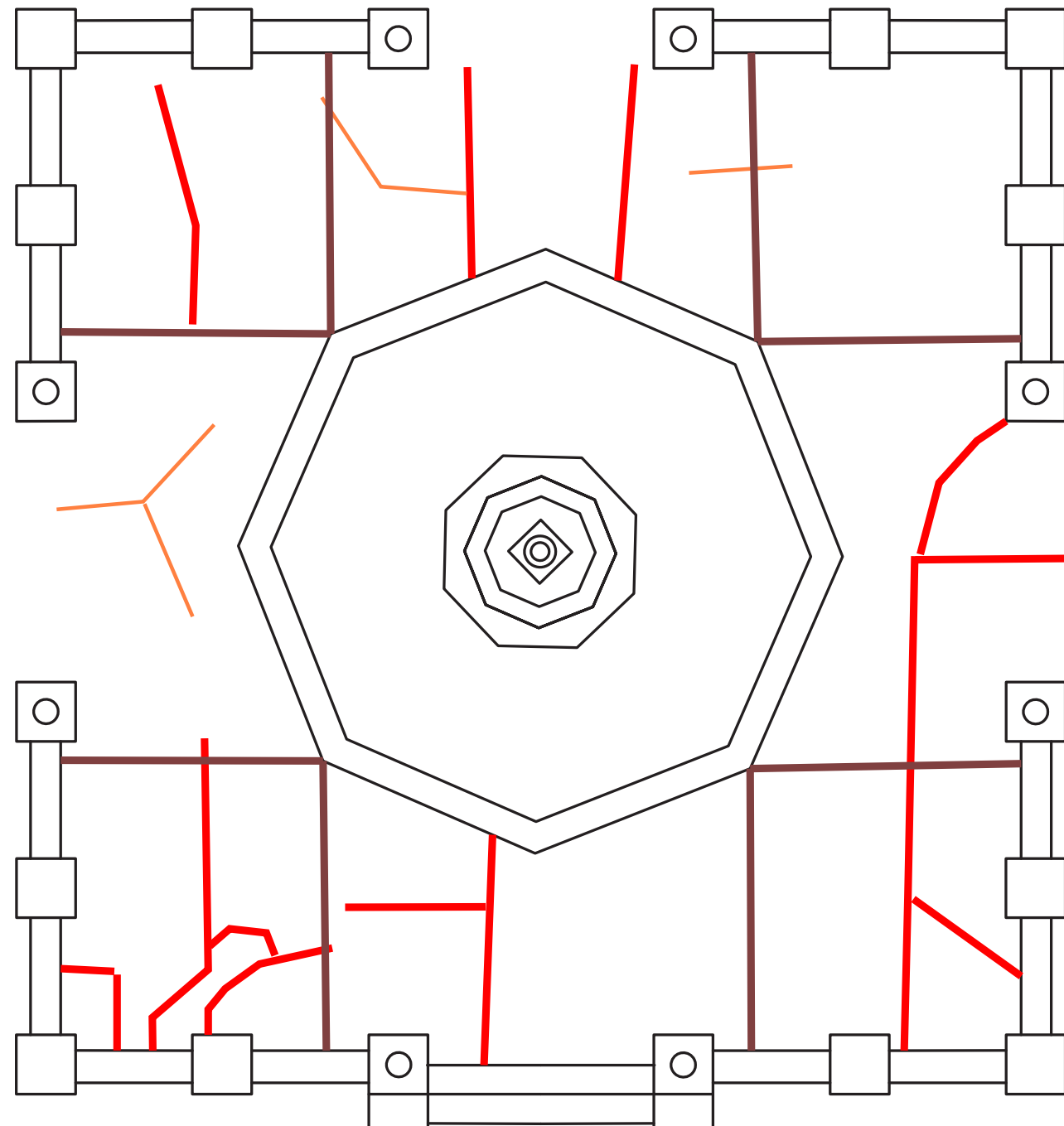





Key Plan

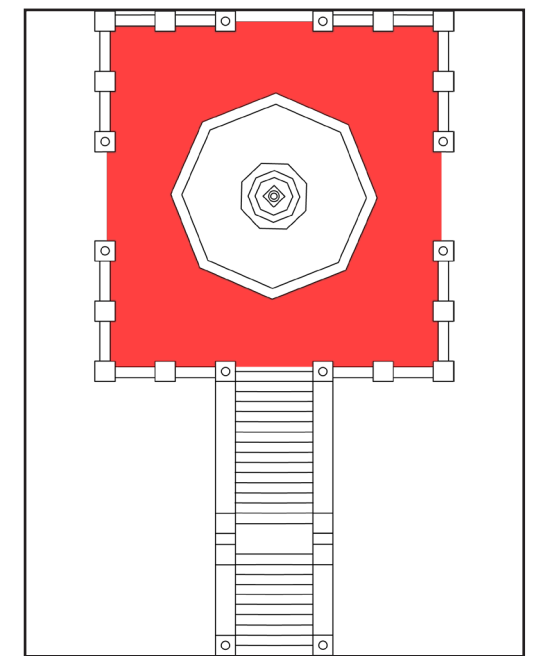
North



*Existing Conditions - Terrace*



Condition	
	Concrete Crack
	Concrete Hairline Crack
	Wood Divider



Key Plan

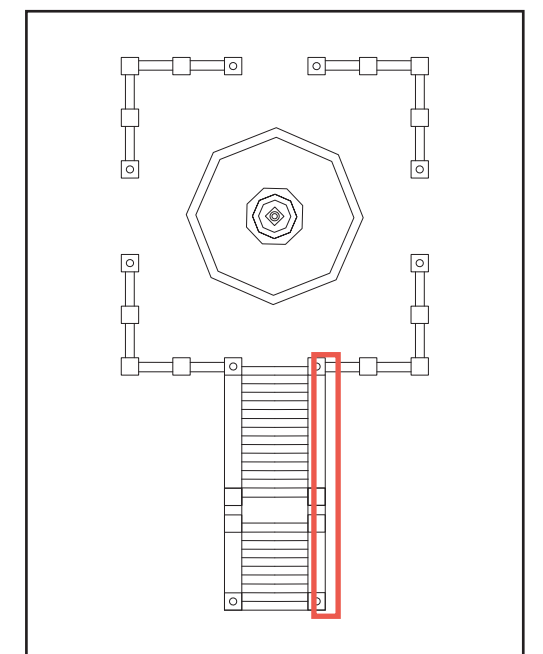
North



*Existing Conditions - Stairs*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan

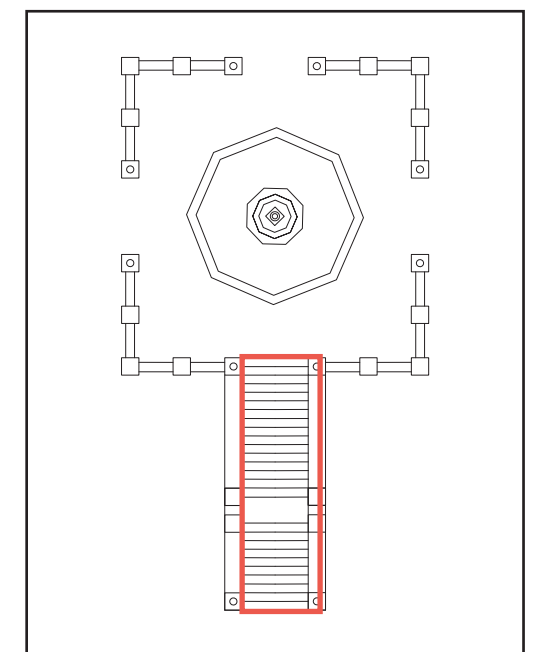
North



*Existing Conditions - Stairs*



	Condition
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)

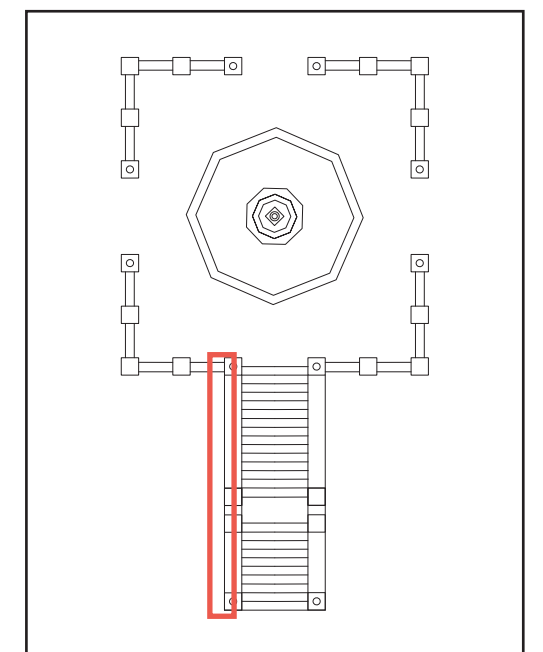


Key Plan North  
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*Existing Conditions - Stairs*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan

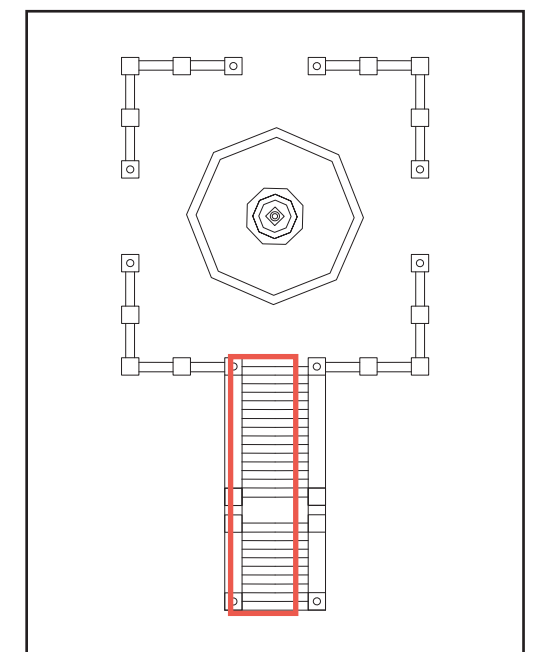
North



*Existing Conditions - Stairs*



Condition	
	Concrete Spall
	Marble Spall
	Concrete Crack
	Concrete Hairline Crack
	Marble Crack
	Marble Hairline Crack
	Open Joint
	Failed Repair (Marble Only)
	Previous Repair (Marble Only)



Key Plan North  
➔



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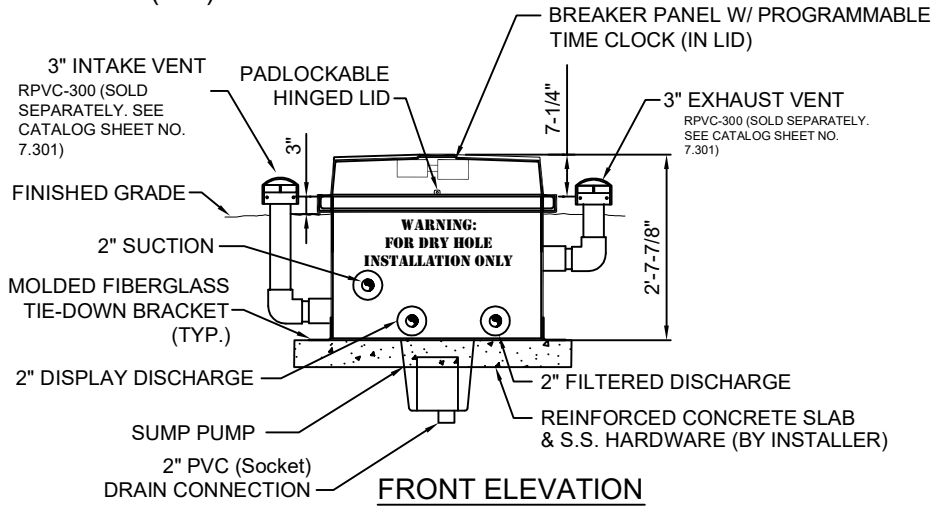
# APPENDIX B:

## Roman Fountains Custom Vault Cut Sheet

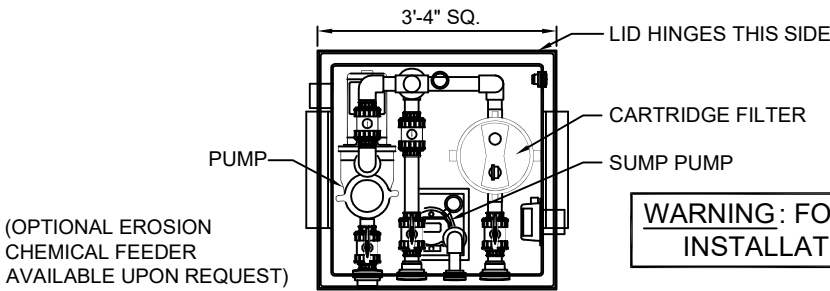


(877) 794-1802

# RDP-1 SERIES, DIRECT-BURIAL FIBERGLASS PUMP VAULT



SHOWN WITH OPTIONAL LIGHTING CIRCUIT

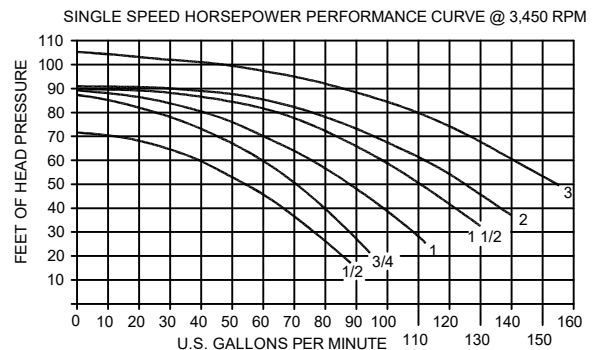


**WARNING: FOR 'DRY HOLE' INSTALLATION ONLY!**



TECHNICAL DATA		
MODEL #	PUMP HP	AVAILABLE SYSTEM POWER OPTIONS
RDP-1-050	1/2	120/208-240V, 1PH
RDP-1-075	3/4	120/208-240V, 1PH
RDP-1-100	1	120/208-240V, 1PH, or 208-240-460V, 3PH
RDP-1-150	1 1/2	208-240V, 1PH, or 208-240-460V, 3PH
RDP-1-200	2	208-240V, 1PH, or 208-240-460V, 3PH
RDP-1-300	3	208-240V, 1PH, or 208-240-460V, 3PH

\*NOTE: THREE-PHASE VAULTS REQUIRE AN OPTIONAL U.L. 508 LISTED CONTROL PANEL UPGRADE.



**SPECIFICATION DATA:** : Series 1 Direct Burial Pump Vault, consisting of a 3'-4" sq. x 2'-8" deep heavy duty FRP vault with white gel-coat interior and brown gel-coat exterior, furnished with 36" sq. fiberglass reinforced plastic lid with stainless steel piano hinge attachment and lock hardware (LOCK BY INSTALLER), containing a self-priming display pump with integral suction strainer, RCCF-050; 50 sq. ft. cartridge filter unit, 3" vent connections with 105 CFM vent fan, 2" floor drain; RTCP-PCLC; UL listed time clocks and power distribution breakers (Class A GFCI as required). Unit is pre-wired, pre-plumbed (Schedule 80 PVC) and factory tested prior to shipment. See power requirement above.

**DESIGN/APPLICATION DATA:** Roman Fountains RDP-Series 1, direct burial pump stations are designed for small fountains where concrete pump stations are not practical and interior mechanical space is not available. All units are factory assembled and tested prior to shipment to job site, minimizing installation and maintenance costs. Systems can be furnished with optional fill manifold, G.F.C.I. protected lighting circuit and erosion feeder; consult factory.

- NOTES:**
- Information on this sheet represents manufacturers' typical unit. Variations may occur in specified unit to meet fountain design and mechanical requirements.
  - Hatch opening must be located in flood-safe area.
  - Slope finished grade away from pump module.
  - Protect pump module gravity drain from back flow and gas.
  - Top of pump module must be at, or below lowest pool water level.
  - Options for Tile-Set Hatch and Diamond Plate Hatch available. Consult factory.
  - Due to our continuing product improvement program, Roman Fountains reserves the right to change the specifications w/o notice.

**DRAWING NO.**  
**7.201**

# APPENDIX C:

## Cost Estimate by ARG/CS

## Butler Fountain Conservation Repair - Rough Estimate

Estimate dated 7/25/2022

Bid Item 1:	General Conditions/Project Management	Cost	OH @ 15%	Profit @ 10%	Total
	Safety Compliance	\$750.00	\$ 112.50	\$ 86.25	\$948.75
	Protection Materials	\$7,000.00	\$ 1,050.00	\$ 805.00	\$8,855.00
	Fencing/Temp Restroom	\$4,500.00	\$ 675.00	\$ 517.50	\$5,692.50
	Access Equipment (adders & scaffold)	\$1,500.00	\$ 225.00	\$ 172.50	\$1,897.50
	Principal	\$10,800.00			\$10,800.00
	Project Management	\$18,000.00			\$18,000.00
		<b>35,338.22</b>	<b>6,236.16</b>	<b>4,619.38</b>	<b>\$46,193.75</b>
<b>Bid Item 2:</b>	<b>Construction Documents</b>				
	Conservator	4,200.00			\$4,200.00
	Architect	10,500.00			\$10,500.00
		<b>14,700.00</b>		<b>Subtotal:</b>	<b>\$14,700.00</b>
<b>Bid Item 2:</b>	<b>Mock-Up Phase</b>				
	Conservator	5,600.00			\$5,600.00
	Mason	3,840.00	\$ 576.00	\$ 441.60	\$4,857.60
	Materials	1,200.00	\$ 180.00	\$ 138.00	\$1,518.00
		<b>10,640.00</b>		<b>Subtotal:</b>	<b>\$11,975.60</b>
<b>Bid Item 3:</b>	<b>Fountain Repair Inner Basin &amp; Column</b>				
	Conservator	14,000.00			\$14,000.00
	Mason 1	12,800.00	\$ 1,920.00	\$ 1,472.00	\$16,192.00
	Mason 2	12,800.00	\$ 1,920.00	\$ 1,472.00	\$16,192.00
	Dutchman - specialist	13,200.00	\$ 1,980.00	\$ 1,518.00	\$16,698.00
	Materials (marble, crack repair, repointing, caulking, cleaning agents, coating, aesthetic integration)	12,500.00	\$ 1,875.00	\$ 1,437.50	\$15,812.50
		<b>65,300.00</b>		<b>Subtotal:</b>	<b>\$78,894.50</b>
<b>Bid Item 4:</b>	<b>Fountain Replacement Outer Rim &amp; Basin</b>				
	Conservator 1	2,100.00			\$2,100.00
	Mason 1	19,200.00	\$ 2,880.00	\$ 2,208.00	\$24,288.00
	Mason 2	19,200.00	\$ 2,880.00	\$ 2,208.00	\$24,288.00
	Mason 3	19,200.00	\$ 2,880.00	\$ 2,208.00	\$24,288.00
	Mason 4	12,800.00	\$ 1,920.00	\$ 1,472.00	\$16,192.00
	Materials (concrete, forms, mixing equipment, tools, base, waterproofing membrane, pointing/caulking)	30,000.00	\$ 4,500.00	\$ 3,450.00	\$37,950.00
		<b>102,500.00</b>		<b>Subtotal:</b>	<b>\$129,106.00</b>
<b>Bid Item 5:</b>	<b>Bronze Conservation</b>				
	Conservator 1	4,200.00			\$4,200.00
	Conservator 2	2,800.00			\$2,800.00
	Materials (cleaning, corrosion treatment, waxing, coating)	800.00	\$ 120.00	\$ 92.00	\$1,012.00
		<b>7,800.00</b>		<b>Subtotal:</b>	<b>\$8,012.00</b>
<b>Bid Item 6:</b>	<b>Terrace Masonry Cleaning &amp; Repair</b>				
	Conservator 1	14,000.00			\$14,000.00
	Mason 1	12,800.00	\$ 1,920.00	\$ 1,472.00	\$16,192.00
	Mason 2	12,800.00	\$ 1,920.00	\$ 1,472.00	\$16,192.00
	Materials (concrete, concrete crack repair, cleaning agents, pressure washer, mortar)	30,000.00	\$ 4,500.00	\$ 3,450.00	\$37,950.00
		<b>69,600.00</b>		<b>Subtotal:</b>	<b>\$84,334.00</b>
<b>Bid Item 7:</b>	<b>Fountain Upgrade Allowance</b>				
	Conservator 1	2,100.00			\$2,100.00
	Fountain Installation	22,400.00	\$ 3,360.00	\$ 2,576.00	\$28,336.00
	Materials (plumbing, valves, water treatment, controls - design still needed)	60,000.00	\$ 9,000.00	\$ 6,900.00	\$75,900.00
		<b>84,500.00</b>		<b>Subtotal:</b>	<b>\$106,336.00</b>
<b>Bid Item 8:</b>	<b>Documentation</b>				
	Conservator 1	14,000.00			\$14,000.00
		<b>14,000.00</b>		<b>Subtotal:</b>	<b>\$14,000.00</b>
<b>Bid Item 9:</b>	<b>Insurance (2%)</b>				
	Insurance	9,871.04			9,871.04
					<b>9,871.04</b>
				<b>Grand Total:</b>	<b>\$416,516.39</b>

**Recommended ROM: \$425,000 - \$475,000**

**Assumptions:**

Conservator rate 175/hr  
 Project Manager 180/hr  
 Architect 180/hr  
 Principal 225/hr  
 Mason journeyman 150/hr (subcontractor)

**Exclusions:**

Permit Fees and Bonds  
 Travel and per diem  
 Terrace Features Indicated in Conservation Report - not all stairs included  
 Walkways and stairs beyond the primary staircase are not included  
 Electrical and lighting upgrades or repairs

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**SAN FRANCISCO**

Pier 9, The Embarcadero  
Suite 107  
San Francisco, California 94111  
T: 415.421.1680  
F: 415.421.0127

*[ARGcreate.com](http://ARGcreate.com)*

**LOS ANGELES**

360 E. 2nd Street  
Suite 225  
Los Angeles, CA 90012  
T: 626.583.1401

**PORTLAND**

720 SW Washington Street  
Suite 605  
Portland, OR 97205  
T: 971.256.5324

Public Arts Advisory Committee 4/21/2021

Motion to recommend Council endorsement  
of a proclamation for Art, Food and Wine  
Week for May 15-21st, 2023.



## **A PROCLAMATION OF ART, FOOD, AND WINE WEEK IN ASHLAND**

**WHEREAS**, the City of Ashland is renowned for its vibrant arts community, thriving culinary scene, and exceptional wineries; and

**WHEREAS**, the cultural and economic benefits of art, food, and wine are well-established, and these industries are a vital component of the City's economy; and

**WHEREAS**, the Ashland Gallery Association plays a significant role in promoting the visual arts in the region and fostering a vibrant creative community; and

**WHEREAS**, the Ashland Gallery Association's annual "Taste of Ashland" event showcases the best of the region's artistic, culinary, and winemaking talents, and is an eagerly anticipated event that draws visitors from near and far; and

**WHEREAS**, the Taste of Ashland event is a key part of the City's efforts to promote its arts and culture scene, support local businesses, and attract visitors;

**NOW, THEREFORE**, be it proclaimed that the Ashland City Council hereby declares the week of May 15<sup>th</sup>-21<sup>st</sup> as "Art, Food and Wine Week" in Ashland, and endorses the Ashland Gallery Association's 2023 Taste of Ashland event scheduled for Saturday, May 20<sup>th</sup> and Sunday, May 21<sup>st</sup> from 12:00 p.m. - 4:00 p.m. in Downtown Ashland.

We urge all citizens to participate in the festivities and to recognize the important role that the arts, food, and wine industries play in promoting the economic vitality and cultural richness of our City.

*Dated this 2nd day of April 2023*

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**Tonya Graham, Mayor**

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**Melissa Huhtala, City Recorder**





Public Arts Advisory Committee 4/21/2023

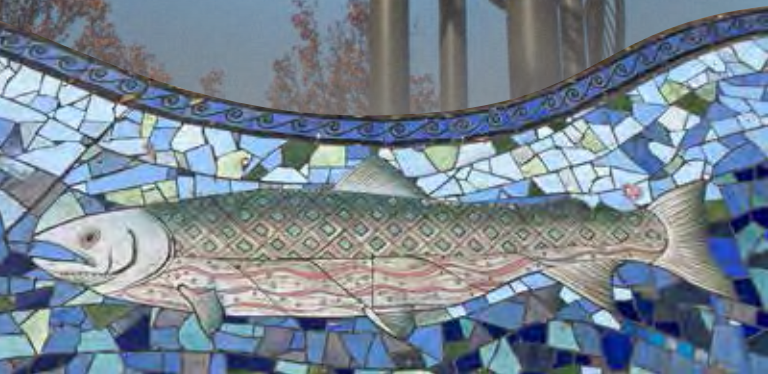
Public Arts Collection Rack Cards



CITY OF ASHLAND

*Public Arts Map*

A WALKING TOUR



You are invited to visit 52 artworks in the Public Art Collection of our beautiful city of Ashland. These artworks include sculptures of wood, stone and steel, ceramic tile mosaics, colorful murals and painted utility boxes that brighten busy streets.

Ashland citizens have been dedicated to culture, art and education since the late 1800s. The oldest community owned artwork dates from 1910.



## PUBLIC ART

- Accessible to all, like a free museum
- Adds beauty to daily life
- Playful, educational or challenging
- Sheds light on our town history
- Introduces us to peoples who lived here before us
- Strengthens our local community

In addition to the Public Art collection, you will find hundreds of other artworks throughout Ashland. See art in Ashland schools, Ashland Library, city parks and in neighborhoods around town. The Southern Oregon University campus has over 100 artworks.



REV-2023-03

Scan the QR code or visit:  
[gis.ashland.or.us/publicart](https://gis.ashland.or.us/publicart)

A list of Ashland art galleries:  
[ashlandgalleries.com](https://ashlandgalleries.com)



**Front:** *Threshold*, Susan Zocola; *Rio Amistad*, Sue Springer; **Back:** *Golden Connections*, Jennifer Corio, David Frey; *Outlifter Canoe*, Dan Wahpepah; *The BIPOC of the Rogue Valley Celebration*, Isa Martinez Moore



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*Better Together*

**Front:** *Las Calles de Guanajuato*, Laura Rangel Villasenor; *Rio Amistad*, Sue Springer; **Back:** *Golden Connections*, Jennifer Corio, David Frey; *Outlifter Canoe*, Dan Wahpepah; *The BIPOC of the Rogue Valley Celebration*, Isa Martinez Moore

Public Arts Advisory Committee 4/21/2023

ODOT

Signal Boxes

Memorandum of Understanding (MOU)

**INTERGOVERNMENTAL AGREEMENT  
Ashland Signal Box Artwork**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the City of Ashland, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Siskiyou Highway, No. 273 (OR 273), Rogue Valley Highway, No. 63 (OR 99) and Green Springs Highway, No. 21 (OR66) are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. State owns and operates traffic control signal boxes on state property on OR 273, OR 99 and OR 66 within the city limits of Agency. Agency has requested to paint/vinyl wrap artistic artwork, hereinafter referred to as "Artwork" on the traffic control signal boxes and to perform the maintenance of this Artwork. State has approved Agency to paint/vinyl wrap and maintain Artwork on the traffic signal control boxes located in Ashland, Oregon on OR 273, OR 99 and OR 66.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to Agency funding, painting/vinyl wrapping and maintaining Artwork on traffic control signal boxes in Ashland, OR, hereinafter referred to as "Project." The location of the Project Art Boxes are listed on the table attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. Agency shall be responsible for any and all Project costs.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

Agency/State  
Agreement No. 73000-00014183

### AGENCY OBLIGATIONS

1. Agency shall protect any and all labeling on the traffic control signal boxes.
2. Agency shall, at its own expense, perform routine maintenance and upkeep of the Artwork to keep them clean and in good repair, including, but not limited to:
  - a. Any damage to the Artwork due to vehicle crashes, vandalism including graffiti, acts of nature, or regular wear or aging must be repaired or removed by Agency within fourteen (14) days of discovery.
  - b. Offensive graffiti must be removed within forty-eight (48) hours of discovery.
3. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 8 Office prior to commencement of work performed under this Agreement.
4. Agency shall notify State's District 8 Office at least forty-eight (48) hours prior to on-site work.
5. All work must be conducted in a manner to minimize interference with highway traffic and to control said traffic according to *Oregon Temporary Traffic Control Handbook (OTTCH)* and the *Manual on Uniform Traffic Control Devices (MUTCD)*.
6. If Agency fails to maintain, repair, or remove the Artwork as required, the Artwork may be removed by State at Agency's expense without commitment for restoration, replacement or compensation by State.
7. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
8. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
9. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.



Agency/State  
Agreement No. 73000-00014183

10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
12. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
13. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

Agency/State  
Agreement No. 73000-00014183

15. Agency's Project Manager for this Project is Scott Fleury, Public Works Director, 51 Winburn Way, Ashland, OR 97520, 541-552-2412, scott.fleury@ashland.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

#### STATE OBLIGATIONS

1. State grants authority to Agency to enter state right of way for the Project as shall be provided for in miscellaneous permits to be issued by State's District 8 Office.
2. State reserves the right to remove the Artwork if Agency fails to maintain, repair, or remove the Artwork as required. Such removal shall be conducted at Agency's expense without commitment for restoration, replacement or compensation by State.
3. State's Project Manager for this Project is Chris Emerson, Interim R3 Electrical Manager, 61036 Highway 101, Coos Bay, OR 97420, 541-269-5217, Christopher.s.emerson@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

#### GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is

prohibited or State is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

Agency/State

Agreement No. 73000-00014183

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
10. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State  
Agreement No. 73000-00014183

**CITY OF ASHLAND**, by and through its  
elected officials

By *Joseph Fleury*  
Date 3/20/23 city manager

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required  
in Agency's process)**

By *DMM*  
Agency's Counsel  
Date 01/26/2023

**Agency Contact:**

Scott Fleury  
Public Works Director  
51 Winburn Way  
Ashland, OR 97520  
541-552-2412  
scott.fleury@ashland.or.us

**State Contact:**

Chris Emerson  
Interim R3 Electrical Manager  
61036 Highway 101  
Coos Bay, OR 67420  
541-269-5217  
Christopher.s.emerson@odot.oregon.gov

**STATE OF OREGON**, by and through  
its Department of Transportation

By *Danni L Newall*  
Region 3 Manager  
Date 03/24/2023

**APPROVAL RECOMMENDED**

By *Angela Kargel*  
State Traffic/Roadway Engineer  
Date 3/23/23

By *Janell*  
District 8 Manager  
Date 3-21-23

Agency/State  
Agreement No. 73000-00014183

**EXHIBIT A**

**CITY OF ASHLAND TRAFFIC SIGNALS**

<b>LOCATION</b>
1. Mountain Avenue @ East Main Street
2. OR99 Siskiyou Blvd. @ E. Main/4 <sup>th</sup> St. F.S.Sig.
3. OR99 Siskiyou Blvd. @ Beach Street
4. OR99 Siskiyou Blvd. @ Mountain Avenue
5. OR99 Siskiyou Blvd. @ Wightman Street
6. OR99 South Bound Main Street @ Gresham
7. Lithia Way @ East Main Street
8. Sherman Street @ Siskiyou Blvd.
9. OR99 North Bound @ Fire Station
10. OR99 Siskiyou Blvd. @ OR66 Ashland Street
11.
12. OR66 Ashland Street @ Walker Avenue

**STATE Traffic Signals in Ashland**

<b>LOCATION</b>
1. Maple Street @ OR99 Main Street
2. Laurel Street @ OR99 Main Street
3. Helman Street @ OR99 Main Street
4. Pioneer Street @ OR99 Main Street
5. Second Street @ OR99 Main Street
6. Pioneer Street @ OR99 Lithia Way
7. Second Street @ OR99 "C" Street
8. OR66 @ Tolman Crk. Rd
9. OR99 Siskiyou Blvd. @ Walker Avenue