

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION ACCEPTING THE SARPY COUNTY SPORTS COMMISSION'S GIFT OF A SCULPTURE
DEPICTING BOB GIBSON

WHEREAS, pursuant to Neb. Rev. Stat. § 23-2901, the Legislature has found that it is in the public interest to encourage maintenance of community buildings and grounds for the housing of various community enterprises and activities for social, athletic, and recreational purposes and that different methods of accomplishing this should be made available in order to meet the desires and needs of the county;

WHEREAS, the Sarpy County Sports Commission ("Sports Commission") has contracted with artist Littleton Alston to create a cast bronze sculpture depicting professional baseball player Bob Gibson ("Sculpture");

WHEREAS, the Sculpture will be placed in the entrance to Werner Park Stadium;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, the County has the power to do all acts in relation to the concerns of the County necessary to exercise its corporate powers, including accepting gifts that will contribute to the maintenance of Werner Park Stadium and its grounds;

WHEREAS, the members of the Sports Commission signed a document entitled "*Transfer Document*" that gives the Sculpture to Sarpy County as a gift subject to Article 4. Reproduction Rights of the *Agreement for Commission of Bob Gibson Bronze Sculpture* ("Agreement") and also transfers the title of the Sculpture to Sarpy County;

WHEREAS, pursuant to the *Transfer Document*, the Sports Commission has agreed to provide for the cost of routine maintenance of the Sculpture by depositing \$10,000 with the Midlands Community Foundation where the funds will be dedicated for the sole purpose of routine maintenance;

WHEREAS, the above-referenced *Transfer Document* and Agreement are attached hereto and incorporated herewith this Resolution;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and

WHEREAS, it is intention of this Board to accept on behalf of Sarpy County, the Sports Commission's gift of the Sculpture;

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the Sarpy County Board accepts on behalf of Sarpy County, the Sports Commission's gift, subject to Article 4. Reproduction Rights of the *Agreement for Commission of Bob Gibson Bronze Sculpture*.

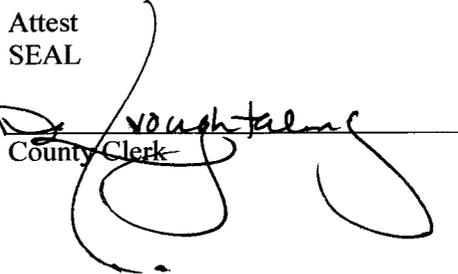
BE IT FURTHER RESOLVED, that Sarpy County Board, on behalf of Sarpy County, will permit the Sports Commission to make reproductions of the Sculpture, subject to Article 4. Reproduction Rights of the *Agreement for Commission of Bob Gibson Bronze Sculpture*.

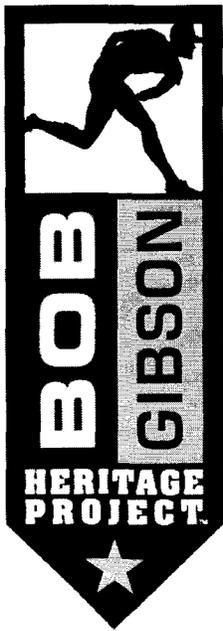
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 9th day of April, 2013.


 Sarpy County Board Chairman



Attest
 SEAL


 County Clerk



Transfer Document

Gift

The Sarpy County Sports Commission (“Sports Commission”) has contracted with artist Littleton Alston for the creation of a cast bronze sculpture depicting professional baseball player Bob Gibson (“Sculpture”). The Sports Commission currently has title to the Sculpture. The Sports Commission intends to and hereby gives the Sculpture to Sarpy County as a gift. The gift is subject to Article 4. Reproduction Rights of the *Agreement for Commission of Bob Gibson Bronze Sculpture*, attached hereto.

No Future Payment

The Sports Commission understands that this gift is made without the expectation of any payment from Sarpy County now or at any future point in time.

Maintenance

The Sports Commission further agrees to provide for the cost of routine maintenance of the Sculpture by depositing \$10,000.00 with the Midlands Community Foundation where the funds will be dedicated for the sole purpose of routine maintenance.

Transfer of Title

Finally, by virtue of giving the Sculpture to Sarpy County, the Sports Commission hereby intends to and does transfer the title of the Sculpture to Sarpy County.

The above transfer document was approved by the Sarpy County Sports Commission on a 6-0 on April 3, 2013.

Bob Batt, President

Don Bellino, Vice President

**Agreement for Commission of Bob Gibson Bronze Sculpture
By Littleton Alston (Alston Art Studio)
Omaha, NE**

This contract, made by and between Sarpy County Sports Commission and Artist, Littleton Alston (Alston Art Studio), commissions Mr. Alston to create a cast bronze sculpture depicting professional baseball player, Bob Gibson. The sculpture is intended for outdoor display at Werner Park in Sarpy County, NE. The total fee to be paid to artist Littleton Alston is **\$120,000**. It is to be paid in four disbursements itemized under ARTICLE 2. The project will be initiated on February 15, 2012. The completion date of the figurative sculpture is on or before April 1, 2013. The Sarpy County Sports Commission (hereafter referred to as "Client") and Littleton Alston (hereafter referred to as the "Artist") agree to the following conditions:

ARTICLE 1. Scope of Services

1.1 General:

The Artist will design and execute an original bronze sculpture approximately one third larger than life size depicting baseball player Bob Gibson. The design will be in substantial conformity with the small-scale maquette sculpture of Gibson that was commissioned by the Client in December of 2011. The Artist will perform all services and furnish all supplies, materials, transportation, and equipment needed for the creation of this artwork. The Artist shall determine the artistic expression, design, color, and texture of the artwork, subject to review and acceptance by the Client.

The Client will be responsible for preparation of the site, including lighting, security, base construction and landscaping where it will be installed, including all related costs. The Artist will work in collaboration with an architect/engineer designated by the Client to design a base for the sculpture with a stone façade that will support sculpted relief plaques of cast bronze. The Artist will serve in an advisory role with regard to base design. After the base has been prepared by the Client, the Artist will be responsible for the sculpture installation and all related costs.

1.2 Execution of the Work:

The Artist will complete the sculpting, casting and fabrication of the figurative sculpture in substantial conformity with the likeness of Bob Gibson when he was a player for the St. Louis Cardinals Baseball Team. The Client shall have the right to review the progress of the work at reasonable times, and with advance notice, during the fabrication of the sculpture. The Artist will provide photo-documentation as the project progresses. The sculpture will be subject to review and approval by the Client and by Bob Gibson at completion of the clay modeling stage, at which approval shall not be unreasonably withheld.

1.3 Delivery and Installation:

The Artist shall notify The Client when fabrication of the figurative sculpture and relief sculptures have been completed and will provide at least seven days advance notice before delivery and installation of the sculpture and bronze plaques at the designated site. Installation of sculpture will be completed within a one-week time period, unless weather conditions delay installation. The Client shall be responsible for having completed preparation of the area where the work is to be installed, as well as the base on which it is to be placed, prior to the sculpture installation date. A dedication event following the installation will be arranged between the Artist and the Client.

ARTICLE 2. Compensation and Payment Schedule

The Client shall pay the Artist a fixed fee totaling **\$120,000** plus sales tax, in the following four installments:

- a. **\$30,000** – February 15, 2012 (project initiation)
- b. **\$30,000** – August 1, 2012 (clay modeling stage of artwork completed and approved by Client and by Bob Gibson)
- c. **\$30,000** – January 2, 2013
- d. **\$30,000** – April 1, 2013 (sculpture installed at ball park)

ARTICLE 3. Timeline for completion of work and installation:

The Artist agrees to make every reasonable effort to complete this work by April 1, 2013. In the event the project is delayed, he may request an extension of time from The Client. If an extension is granted, a new payment schedule and installation date shall be agreed upon in writing. The Client shall grant a reasonable extension of time to the Artist in the event there is a delay on the part of the Client (itself) in performing its obligations under this contract, or if conditions beyond the artist's control or acts of God render timely performance of the Artist's services impossible. Failure to fulfill contractual obligations due to conditions beyond the reasonable control of either party will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions. In the event of the Artist's death during the project, the Artist's heirs may assign another artist to oversee the project through to completion and installation using the same approval methods outlined above.

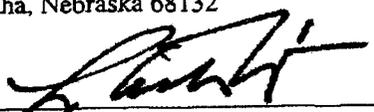
ARTICLE 4. Reproduction Rights:

- 4.1 The Artist retains all rights under the copyright act of 1976, 17 U.S.C. sec. 101 et seq., and all other rights in and to the work except ownership and possession.
- 4.2 In view of the intention that the sculpture in its final destination shall be unique, the Artist shall not make any additional duplicate reproductions of the final sculpture, nor shall the Artist grant permission to others to do so except with the written permission of the Client. The Artist reserves reproduction rights of the molds.
- 4.3 The Artist surrenders and relinquishes to the Client license to make photographic or graphic reproductions of the work for noncommercial purposes, provided that these rights are exercised in a tasteful and professional manner, and the Artist is duly credited substantially as follows: "Copyright, Littleton Alston, (date)".
- 4.4 The Artist shall use his best efforts to give a credit reading substantially as 'commissioned by Client (name)' in any public showing under the Artist's control of reproductions of the work.
- 4.5 If the Client wishes to make reproductions of the Artwork for commercial purposes, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- 4.6 Third Party Infringement; The Client is not responsible for any third party infringement of the Artist's copyright and not responsible for protecting the intellectual property rights of the Artist.

Signatures of each responsible party:

(signature & date)

Littleton Alston
Alston Art Studio
4802 California Street
Omaha, Nebraska 68132



(signature and date)

Lee Kenneth Polikov (on behalf of):
Sarpy County Sports Commission
945 North Adams Street, Suite #7
Papillion, NE 68046