

P.O. Box 1749 Halifax, Nova Scotia B3J 3A5 Canada

Item No. 11.1.14

Halifax Regional Council
September 1, 2020

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original Signed by

Jacques Dubé, Chief Administrative Officer

**DATE:** July 14, 2020

**SUBJECT:** Request for Transfer of Ownership of Public Art- Concrete Statue,

Daffodil Garden for Cancer Survivors

#### **ORIGIN**

October 4, 2018: MOVED by Councillor Nicoll, seconded by Councillor Karsten THAT Harbour East-Marine Drive Community Council request a staff report examining the creation of a Cancer Survivors Park on the Dartmouth Harbourfront, between the Alderney Ferry Terminal and King's Wharf.

MOTION PUT AND PASSED.

January 29, 2019: MOVED by Councillor Austin, seconded by Councillor Karsten THAT Halifax Regional

Council authorize staff to undertake the development of a Daffodil Garden for Cancer Survivors at Ferry Terminal Park in Dartmouth, pending the provision of full funding for the project as per the Financial Implications sections of the staff report dated January 2, 2019.

MOTION PUT AND PASSED UNANIMOUSLY.

July 16, 2019: MOVED by Councillor Cleary, seconded by Councillor Mason THAT Halifax Regional Council approve: (b) The naming of Daffodil Garden for Cancer Survivors, and The Bridge of Courage, as shown on Attachment B of the staff report dated June 18, 2019.

MOTION PUT AND PASSED UNANIMOUSLY.

#### **LEGISLATIVE AUTHORITY**

Halifax Regional Municipality Charter, S.N.S. 2008, c.39

79A (1) Subject to subsections (2) to (4), the Municipality may only spend money for municipal purposes if: (a) the expenditure is included in the Municipality's operating budget or capital budget or is otherwise authorized by the Municipality;

HRM Public Art Policy Section 1.3

Policy 1.3: Notwithstanding Policy 1.2, HRM will accept public art as a donation where:

- it satisfies the acquisition criteria, as set out in the HRM Public Art Procedures;
- an acceptance agreement transferring ownership to HRM is provided;
- a funding donation for the maintenance, conservation and restoration of the work being donated is provided.

**RECOMMENDATIONS ON PAGE 2** 

#### **RECOMMENDATION**

It is recommended that Halifax Regional Council:

- Authorize the Mayor and Municipal Clerk to execute a Deed of Gift (Attachment 1) to transfer the
  ownership of the concrete statue, with the proposed location to be within the Daffodil Garden for
  Cancer Survivors, Ferry Terminal Park, Dartmouth from the Donor to the Municipality; and
- 2. Waive the requirement under Policy 1.3 of the Municipal Public Art Policy for the provision of a funding donation for the ongoing maintenance of the work.

#### **BACKGROUND**

On January 29, 2019, Regional Council approved the conceptual design for the Daffodil Garden for Cancer Survivors, which included the placement of a concrete statue or specialized asset as a central feature.

The January 29, 2019 Council report stated: The Daffodil Garden for Cancer Survivors consists of construction elements and materials which can be considered as standard park assets, such as a concrete sidewalk, park benches, a park sign, and planting beds with perennials and shrubs. Other elements of the installation would be considered as **specialized assets including a concrete statue** and plaques with engraved quotations.

The report did not reference the application of the public art policy in the commissioning of the statue as its function as a design element was considered holistically with the rest of the proposal, characterized as being the vision of the Donors and based upon precedent for similar parks in other North American jurisdictions. The report stated that HRM would administer the tender and construction process.

Staff were formally engaged on the matter of the statue upon Council approval. It was established that the an artist had been commissioned and the piece had been constructed. The acquisition of the statue, therefore, would be treated as a donation, having been independently purchased by the donors with project funds derived through their fundraising efforts.

The tender for construction of the park was awarded in December 2019, with construction estimated to be complete in summer 2020, with project funding provided by donations administered by the Canadian Cancer Society as per Council's January 2019 direction.

#### **DISCUSSION**

HRM's Public Art Policy, approved in 2008, outlines the process by which the Municipality may accept donations of public art. Through that process the Municipality may accept donations which have been or will be funded and installed by others. In addition to the installation, the donation must also include funding for the ongoing maintenance of the public art. This request has been considered using that process.

The public art policy considers the acquisition of public art through donation as follows:

Section 1.3 HRM will accept public art as a donation where:

- it satisfies the acquisition criteria, as set out in the HRM Public Art Procedures.
- acceptance agreement transferring ownership to HRM is provided;
- a funding donation for the maintenance, conservation and restoration of the work being donated is provided.

In this case, the acquisition criteria have been established by Regional Council by approving a dedicated parkette with a community-led vision and design that has as a central element a concrete statue. On-going maintenance to be the responsibility of HRM.

Consistent with previous deed of gifts, staff requested the following submittals by the Donor, and confirm all have been received:

- a) the final design of the proposed statue, including stamped engineering drawings and grading plans;
- b) the final schedule for production and installation of the statue;
- c) a detailed cost proposal or project budget from the applicant, outlining all associated costs of fabrication, delivery and ongoing maintenance of the statue;
- d) the inspection and approval of the structure by a certified professional engineer in accordance with standard practices; and
- e) a maintenance manual outlining material and technical considerations of the statue and care and treatment specifications.

#### **Policy Consideration**

Consideration of this proposal has application to the public art policy under three principle sections: (1) Acquisition Rationale, (2) Site Approval and (3) Maintenance.

#### Acquisition Rationale

With most previous public art deed of gift considerations, the artwork has been an existing piece, usually located on land owned by the Municipality. In this case, the piece is a new asset which the Donor solicited through an artist independently. On January 29, 2019, Regional Council approved the inclusion of a concrete statue as part of the conceptual design.

The statue has not been installed as part of the construction process, although the concrete base in the proposed central location will be installed in order to accommodate the statue, pending approval from Regional Council. The contractor will coordinate the installation of the statue with the manufacturer upon completion of the park.

#### Site Approval

The location of the Daffodil Garden for Cancer Survivors in the Ferry Terminal Park was approved by Council on January 29, 2019 (Attachment 2).

#### Maintenance (Material and Technical Considerations, Current Condition)

Description: Sculpted concrete feature depicting three near life-size human forms of differing generations. The Concrete is a standard Portland cement commercial mix with metal armature and galvanized hardware cloth for internal strength. The concrete is coated with a commercial, VOC-compliant concrete sealant for exterior use.

The artist is Nova Scotia based sculptor Ivan Higgins. Artistic Feature Tech Information and drawing, as prepared by the artist (Attachment 3).

Dimension: Overall width is 54" with a maximum height of 68".

Diameter of base is 7' x 5'. The base specifications were provided by the donor, as a municipal requirement and were prepared by Campbell Comeau Engineering Ltd.

Condition: Assumed to be in excellent condition, as the artwork is new, however it has not been assessed in person, only through photographs, as the feature is located outside of the municipality. The artist has submitted written documentation outlining his existing catalogue of public artworks and provided assurance of their longevity.

Maintenance specifications to be provided by artist would include yearly re-coating of the specified concrete sealant. Damage to concrete will require repair by the artist.

#### **Project Funding**

The concrete statue was commissioned and fabricated for \$15,000 and has been paid in full by the Donor.

#### **Deed of Gift**

The Donor has requested the transfer of concrete statue to the Municipality. It is recommended that Regional Council authorize the Mayor and Municipal Clerk to execute a Deed of Gift, included as Attachment 1, formally transferring the ownership of the statue to the Municipality as outlined in this report and under the conditions set out in the attached Deed of Gift.

As current maintenance requirements for the piece are considered minimal, substantive capital investment is not required or anticipated in the short term. Regular maintenance of the artwork can be accommodated in the Parks & Recreation annual operating budget. The attached Deed of Gift places all care and control of the artwork within the purview of the municipality, and allows flexibility of decision-making in terms of repair, relocation and removal of the artwork.

#### **FINANCIAL IMPLICATIONS**

Current maintenance requirements for the piece are expected to be up to approximately \$1,000 annually, as well as maintenance of the garden and other features is expected to be approximately \$2,000. All future maintenance can be accommodated in the Parks & Recreation annual operating budget, cost centre R851.

#### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations in this Report. The risks considered rate Low.

In reaching this conclusion, consideration was given to operational, financial and public safety risks.

#### **COMMUNITY ENGAGEMENT**

None.

#### **ENVIRONMENTAL IMPLICATIONS**

There are no environmental implications to this recommendation.

#### **ALTERNATIVES**

Regional Council may choose to direct staff not to transfer the ownership of the artistic feature and direct the ownership to remain with Donor.

#### **ATTACHMENTS**

Attachment 1: Proposed Deed of Gift - Daffodil Park artistic feature

Attachment 2: Site information and site plan

Attachment 3: Artistic Feature Technical Information (prepared by the artist)

#### Request for Transfer of Ownership of Public Art- Daffodil Park Council Report

<u>September 1, 2020</u>

A copy of this report can be obtained online at <a href="https://halifax.ca">halifax.ca</a> or by contacting the Office of the Municipal Clerk at 902.490.4210.

Elizabeth Taylor, Manager, Culture & Events, 902.229.7622 Kellie McIvor, Culture & Events, 902.579.7342 Report Prepared by:

THIS DEED OF GIFT made the	day of	, 2020
BETWEEN:		

#### James William Edgar and Margaret Judith Edgar

(the "Donor")

- and -

## HALIFAX REGIONAL MUNICIPALITY, a municipality pursuant to the *Halifax Regional Municipality Charter*, S.N.S. 2008, c. 39 (the "Municipality")

WHEREAS the Donor is the absolute owner, free of encumbrances, of the property described in "Schedule A" attached hereto and forming part hereof (the "Property"), and is entitled to dispose of the Property;

AND WHEREAS the Council of the Municipality, by resolution passed on \_\_\_\_\_\_, desires to accept a gift of the Property for placement within the Daffodil Garden for Cancer Survivors, Ferry Terminal Park, Dartmouth, Nova Scotia;

NOW THIS DEED WITNESSETH as follows:

#### Transfer of Title and Copyright

- 1. The Donor represents and warrants that:
  - a) the Donor has good and complete right, title, and interest in and to the Property;
  - the Donor has full authority to give, transfer and assign its right, title and interest in and to the Property; and
  - c) the subject of this gift is free and clear of all encumbrances and restrictions.
- 2. The Donor hereby gifts, assigns and transfers all of the Donor's right, title, and interest in and to the Property, to the Municipality, for its own use absolutely, subject only to the terms of this Deed.
- 3. The Property includes the items and things listed on the schedule(s) attached hereto at the time this Deed is executed.
- 4. The Property includes all subsisting copyright, except any exceptions noted on the corresponding schedule(s).
- 5. The Property is deemed to be gifted and transferred as of the date indicated on the corresponding schedule(s).
- 6. Except as provided for in this Deed of Gift, it is understood and agreed by the parties hereto that the Municipality shall at all times retain control and actual possession of the Property.
- 7. The Municipality hereby accepts the absolute gift of the Property from the Donor, subject only to the terms of this Deed.

#### Retention of the Property

8. It is the Municipality's intention to hold the Property in perpetuity. Notwithstanding, the Municipality shall not be obligated to retain the Property indefinitely, and the Municipality may transfer or dispose of the Property in accordance with standard museum principles. Such disposal may include the

- transfer of some or all of the Property to another institution which, in the opinion of the Municipality, is more appropriate to house the subject Property.
- 9. The Municipality will take reasonable care to protect the Property while it is in the possession of the Municipality.
- 10. The Municipality shall not be obligated to retain the Property in its current location and may elect to relocate it to another location which is, in the opinion of the Municipality, more suitable for the Property.
- 11. The Donor consents to being publicly identified as the donor of the Property.

#### **General Terms**

- 12. Should any provision of this Deed be void or unenforceable, such provision shall be deemed severed and omitted, and this Deed, with such provision omitted, shall remain in full force and effect.
- 13. This Deed is binding on the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
- 14. This Deed constitutes the entire agreement between the parties, and all previous agreements, proposals or communication relating to the subject of this Deed are hereby superseded and of no force or effect. There are no warranties, representations, terms, conditions or collateral agreements, express or implied, other than as set out herein.
- 15. The Donor will hold harmless and indemnify the Municipality for any and all claims related to the Donor's right, title, and interest in and to the Property, including, where applicable, all subsisting copyright, and particularly, the Donor's right or authority to gift the Property to the Municipality on the terms contained herein.
- 16. The Property will be at the risk of the Donor, until the date the Property is gifted and transferred, as indicated on the corresponding schedule(s).
- 17. This Deed is governed by the laws of the Province of Nova Scotia, and any dispute hereunder shall be referred to the exclusive jurisdiction of the Supreme Court of Nova Scotia.

IN WITNESS WHEREOF the parties have executed this Deed effective as of the day and year first above written.

	DONOR	
	)	
Witness signature	) [Donor]	
Witness signature		

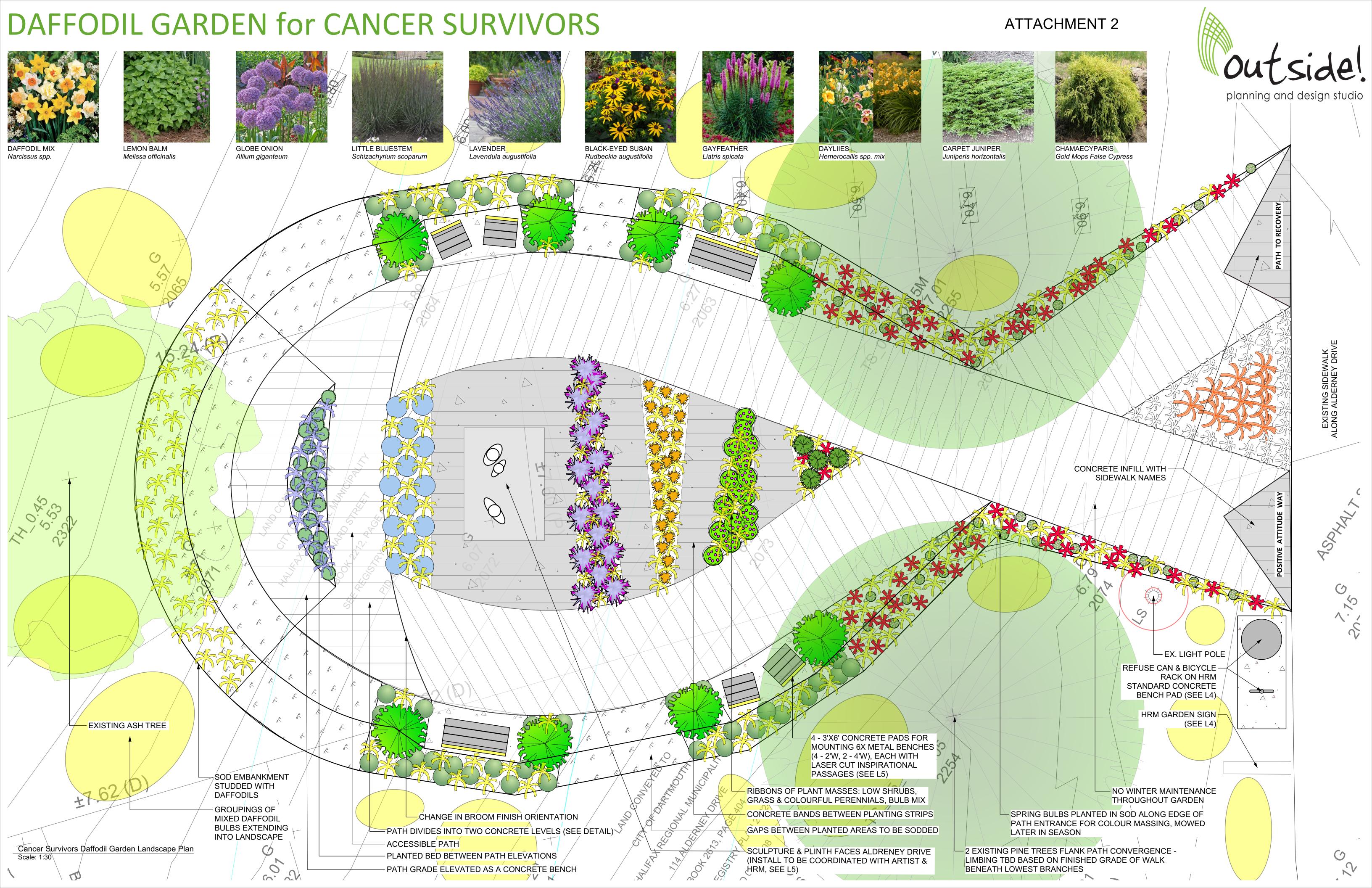
HALIFAX REGIONAL MUNICIPALITY

Witness signature	Mayor	
ŭ	•	
Witness signature	Municipal Clerk	

### SCHEDULE "A" To a Deed of Gift

## From the [Donor] to the Halifax Regional Municipality

The of_	following property is gifted to the, 2020		Regional	Municipa	lity as	of the			day
1.	An untitled, sculpted concrete fea generations by artist Ivan Higgins	iture dep	oicting thr	ee near l	ife-size	human	forms	of	differing
Bas Dim Plac Star Dim	scription: Sculpted Portland cement st se: Engineered concrete base. nension: 84" length x 60" width x appro- ques: N/A stue: Commercial mic Portland Cement nension: 49" – 58" height overall x 36" stallation: The contractor will coordinate	ox. 6" abo with con - 58" wid	ove grade. nmercial to Ith overall.	pp-coat se					
Witi	ness signature	)	[Doi	nor]					
Witi	ness signature	) ) )	[Doi	nor]					



# Daffodil Garden for Cancer Survivors

Alderney Ferry Terminal Park 100 Alderney Drive, Dartmouth, NS

00000

**Artistic Sculpture Feature** 

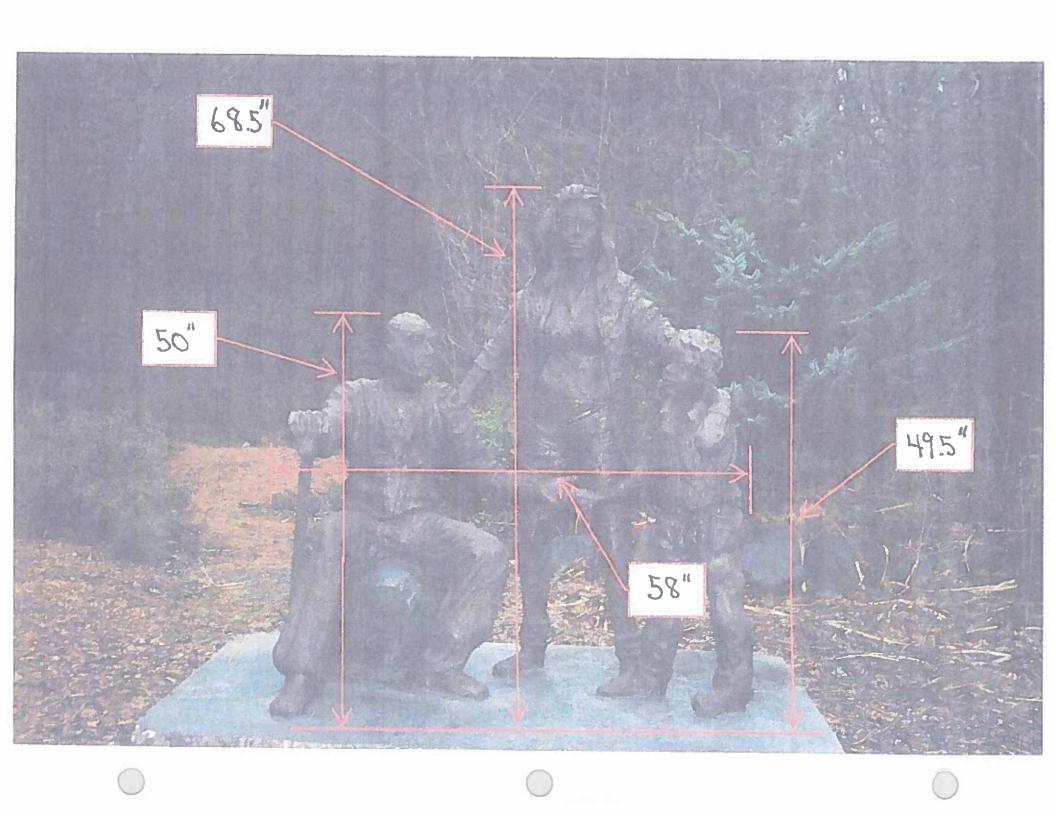
# Proposed feature with grading plans

00000

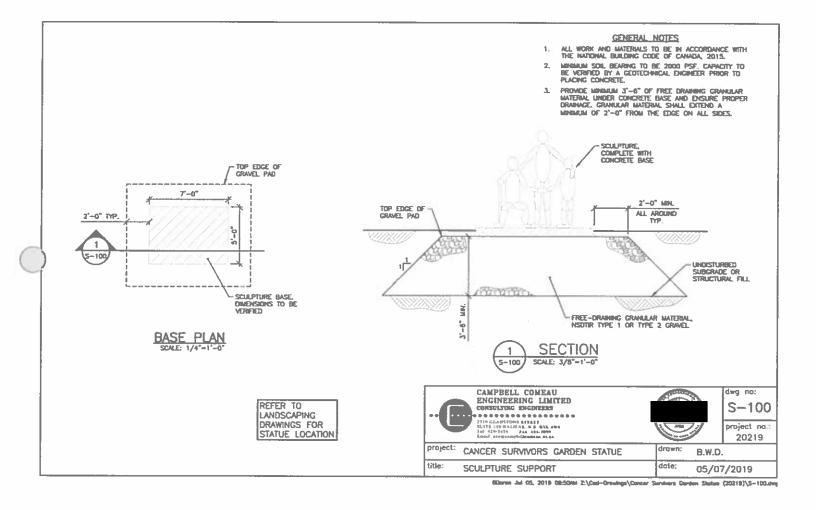
## Daffodil Garden for Cancer Survivors

Alderney Ferry Terminal Park 100 Alderney Drive, Dartmouth, NS









## Description of Materials used

000000

## Daffodil Garden for Cancer Survivors

Alderney Ferry Terminal Park 100 Alderney Drive, Dartmouth, NS

#### STRUCTURAL DETAILS OF CONCRETE CREATIONS ARTISTIC FEATURES

#### REBAR

Rebar (short for reinforcing bar), known when massed as reinforcing steel or reinforcement steel, is a steel bar or mesh of steel wires used as a tension device in reinforced concrete and reinforced masonry structures to strengthen and aid the concrete under tension. Material used: ½" x 5/8" rebar

#### What is the purpose of putting rebar in concrete?

Rebar is easy to set into place before pouring the concrete. It helps to reduce the cracking and breaking that is common in concrete because of its brittle properties. Rebar provides strength to concrete

Rebar strengthens concrete by adding the element of tension-resisting forces to the overall structure. ...

Adding rebar gives it tensile strength as well—not making the concrete itself any stronger, but bonding well enough to the concrete structure to allow the steel bars to absorb the tensile loading.

#### **GALVANIZED HARDWARE CLOTH**

Hardware cloth is a small, sturdy mesh product sold in rolls made from metal or plastic. Hardware cloth cuts easily and can be used for multiple projects.

The hardware cloth is considerably stronger than chicken wire because it is a wire mesh that consists of either woven or welded wires in a square or rectangular grid. It's available in galvanized, stainless steel and bare steel. It is manufactured from a stronger gauge metal than chicken wire. *Material used: %"* galvanized cloth 16" gauge

#### CEMENT

Cement used is Portland Type 10 Cement Commercial Grade Quikrete. This high quality Portland cement meets ASTM C 150 Type 1.

Refer to technical data sheet (Item #1)

#### **SEALANT**

Product used is Euclid Chemical Diamond Clear Vox; Voc-Compliant, non-yellowing, water-based concrete cure and seal.

Refer to technical information (Item #2).

#### Note:

- Reinforced with steel (galvanized hardware cloth); then filled thoroughly and solidly with concrete
- The concrete,, sealant, low gloss latex sealant enables artistic features to weather the elements

#### Sculpture design

- reinforced with steel (galvanized hardware cloth)
- filled thoroughly and solidly with concrete



## Item # 1



### PORTLAND CEMENT

PRODUCT No. 1124-31, -47, -94

#### PRODUCT DESCRIPTION

QUIKRETE® Portland Cement is a high quality Portland cement meeting ASTM C 150 Type I.

#### PRODUCT USE

QUIKRETE® Portland Cement is used for making high strength repair mortars, concrete and for any other applications requiring Type I Portland cement. In many locations the product also meets ASTM C 150 Type II. Consult your supplying plant to confirm compliance with ASTM C 150 Type II.

#### SIZES

- QUIKRETE® Portland Cement
  - 31 lb (14 kg) bags
  - 47 lb (21.3 kg) bags
  - 94 lb (42.6 kg) bags
  - 40 kg (88 lb) bags
  - 42 kg (93 lb) bags

#### YIELD

Yield depends on application. For concrete mixes: Five to six 94 lb (42.6 kg) bags of QUIKRETE® Portland Cement is typically used with appropriate proportions of sand and gravel to produce 1 cu. yd. (0.8 m3) of concrete.

#### **TECHNICAL DATA**

QUIKRETE® Portland Cement complies with ASTM C 150 Type I and in many locations also complies with ASTM C 150 Type II. The product is used in a variety of construction materials. Typical mix designs for some applications are listed below:

#### **Concrete Mix**

- 1 Part QUIKRETE® Portland Cement
- 2 Parts QUIKRETE® All-Purpose Sand (ASTM C-33)
- 3 Parts QUIKRETE® All-Purpose Gravel (ASTM C-33)

#### Mortar Mix (Type S, per ASTM C-270)

1 Part QUIKRETE® Portland Cement
1/2 Part QUIKRETE® Hydrated Lime -Type S
3-1/2 to 4-1/2 Parts QUIKRETE® Masonry Sand (ASTM C-144)

#### Scratch and Brown Coat Stucco Mix (per ASTM C-926)

1 Part QUIKRETE® Portland Cement

1/2 Part QUIKRETE® Hydrated Lime (Type S)

4-1/2 to 6 Parts QUIKRETE® Washed Plaster Sand (ASTM C-897)

#### DIVISION 3

Cement 03 05 00



#### INSTALLATION

Installation methods are specific for each type of product.

#### **PRECAUTIONS**

The following points apply to all products made from Portland cement:

- Protect from freezing for at least 24-48 hr.
- Use the minimum amount of water necessary to achieve the desired consistency. Adding too much water will weaken the product.
- Keep the product damp for several days to obtain proper curing.

#### WARRANTY

The QUIKRETE® Companies warrant this product to be of merchantable quality when used or applied in accordance with the instructions herein. The product is not warranted as suitable for any purpose or use other than the general purpose for which it is intended. Liability under this warranty is limited to the replacement of its product (as purchased) found to be defective, or at the shipping companies' option, to refund the purchase price. In the event of a claim under this warranty, notice must be given to The QUIKRETE® Companies in writing. This limited warranty is issued and accepted in lieu of all other express warranties and expressly excludes liability for consequential damages.

The QUIKRETE® Companies
One Securities Centre
3490 Piedmont Rd., NE, Suite 1300, Atlanta, GA 30305
(404) 634-9100 • Fax: (404) 842-1425

<sup>\*</sup> Refer to www.quikrete.com for the most current technical data, MSDS, and guide specifications



Item #2

the Fudid Chemical Company



**EUCLID CHEMICAL** 

## DIAMOND CLEAR YOX

VOC-COMPLIANT, NON-YELLOWING, WATER-BASED CONCRETE CURE AND SEAL

AGENT DE CURE ET DE SCELLEMENT À BASE D'EAU, RÉSISTANT AUX RAYONS UV ET CONFORME COV

CURADOR Y SELLADOR DE CONCRETO BASE AGUA, CUMPLE COL LA REGULACIÓN DE COY, LIBRE DE AMARILLEAMENTO



CONTENTS: 5 GALLONS (18.9 LITERS)

The Field Cham-

## **Examples of Past Work**

000000

## Daffodil Garden for Cancer Survivors

Alderney Ferry Terminal Park 100 Alderney Drive, Dartmouth, NS

#### **Artistic Feature**

Artist: Ivan Higgins www.concretecreations.info/

**Liverpool's Garden Sculptor.**Nova Scotia Sculptor Extraordinaire.

Meet Nova Scotia sculptor, Ivan Higgins. Ivan's simply magical and undoubtedly unique concrete creations will not only grab your eye but will capture your soul.

Ivan, an accomplished artist, began sculpting about 15 years ago with his sculptures becoming a natural and powerful extension of his art. His mammoth sculpting projects are a winter tradition at Cosby's. Friends and customers constantly pop in and out of his 'greenhouse' studio in anticipation of watching his musings take shape. It is inspiring to witness his creations acquire form as they evolve from wire and concrete into unparalleled works of art. It is not unusual for Ivan's employees to assist in the development of the initial pencil drawings for his art.

Notable pieces are works which have been commissioned by private individuals to enhance a prized garden or even to celebrate a life well lived and remembered. Local businesses and even national corporations also have commissioned designs by Ivan which capture an essential essence or theme. Displays of this Nova Scotia Sculptor can be found throughout the province and beyond.

#### **Commercial Projects**

#### Glass Blower for Glass Artisans Studio

His concrete glass blower for Glass Artisans Studio and Gallery in Cape Breton has turned a lot of heads along the North Shore of the Cabot Trail. The sculpture is over 9 feet tall, weighs nearly a ton and took about 200 hours to finish, beginning with a detailed line drawing that was the source of Ivan's concrete art.

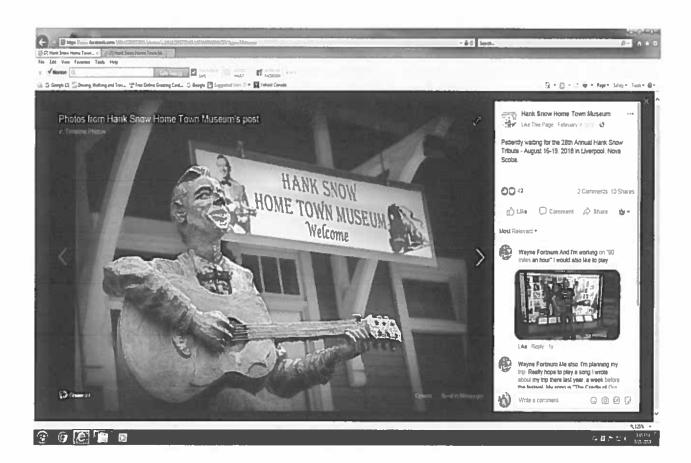
#### **Hank Snow Birthday Sculpture**

One of Ivan's big thrills was to design a sculpture of country music legend, Hank Snow, commemorating the 100th birthday of the singer in May, 2014, a major event local and national media to the Hank Snow Home Town Museum in Liverpool.

#### "Tiger" Warrington statue

Nova Scotia Sport Hall of Fame, Tiger Warrington was unveiled in Liverpool in June of 2018.



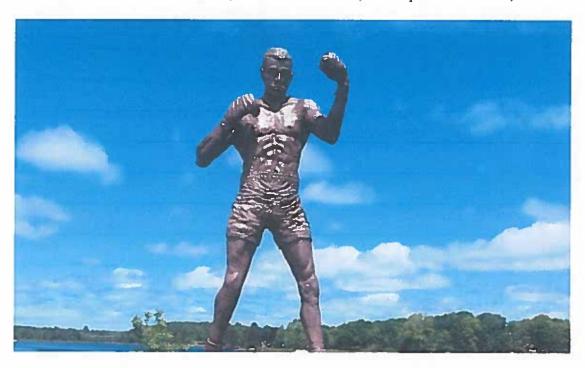


#### **Hank Snow Birthday Sculpture**

Created to commemorate the 100<sup>th</sup> birthday of Hank Snow, a major local and national media event to be located at the Hank Snow Home Town Museum in Liverpool t in 2014

## Canadian boxer 'Tiger' Warrington statue unveiled in Liverpool

People gathered in Liverpool, N.S., on Sunday morning to see the statue of the Nova Scotia Sport Hall of Fame Tiger Warrington. 'The black community has been trying for many years to acknowledge Tiger' Emma Davie · CBC News · Posted: Jun 24, 2018 4:05 PM AT | Last Updated: June 24, 2018

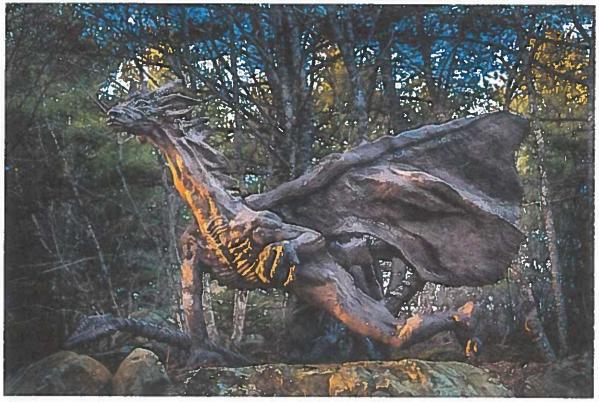


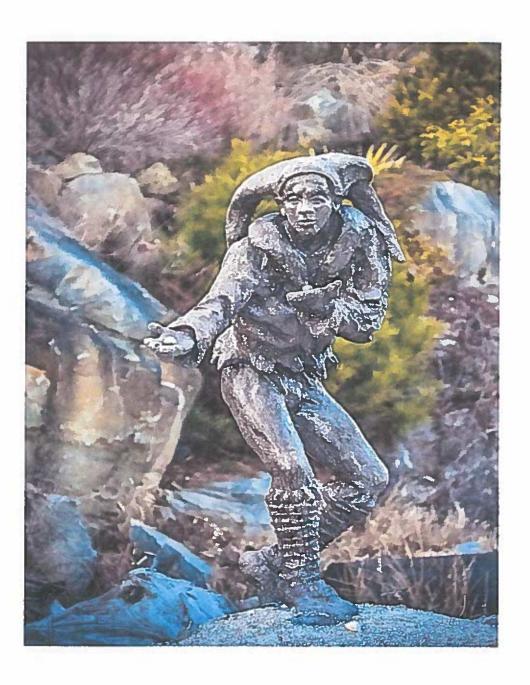
The statue of well-known boxer Terrance "Tiger" Warrington was unveiled Sunday morning in Liverpool, N.S. (Submitted by Brian Fralic)

Forty years after his death, Canadian boxer Terrance "Tiger" Warrington lives on through a new statue on the waterfront in his hometown of Liverpool, N.S. People gathered in the South Shore town Sunday morning to see the statue unveiled during the community's Privateer Days.

"It was amazing, absolutely amazing. We couldn't have asked for a better crowd, better weather. Everybody was thrilled to be there," said Brian Fralic, executive director of the Liverpool Privateer Days Commission.







### Installation

Final schedule for installation of the artistic feature will be on HRM's timeline

### **Associated Costs**

All associated cost of fabrication, delivery and offloading of artistic structure will be covered by donations and fundraising efforts of Judie and Jim Edgar in partnership with Canadian Cancer Society- Atlantic Division. No HRM councillor's discretionary funds will be applied to this structure.

### **Ongoing Maintenance**

Recoating/ touch up of artistic structure in Spring as required.