



CITY of NOVI CITY COUNCIL

Agenda Item B
May 7, 2018

SUBJECT: Approval of Resolution authorizing transfer of archives from the Estate of David Barr to the Walter P. Reuther Library of Labor and Urban Affairs, Wayne State University with the final form of a Deed of Gift to be reviewed and approved by the City Manager and City Attorney.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services (PRCS)

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Novi Parks, Recreation and Cultural Services (PRCS) is currently in possession of approximately 30 boxes of archives from the Estate of David Barr. The items document the life and work of David Barr and were collected by Barr throughout the years, and gathered together by the Barr family upon his passing. The archive items include photos, newspaper and magazine articles, slides, CDs, manuscripts, drawings, notes, papers and more.

The Estate of David Barr's had an initial agreement in place with the Smithsonian Institution Archives for cataloging and storage of these items. Unfortunately, due to changes in organizational goals and staffing, the Smithsonian was unable to follow through with the archiving. Upon the final closing of the Estate of David Barr, the archives became City of Novi property.

The Friends of Villa Barr group which includes representatives from the Novi Parks Foundation, Novi City Council, Michigan Legacy Art Park (MLAP), close friends and family of David Barr, and PRCS staff discussed the archiving issue at a meeting in June 2017. Alternative destinations for the archives were identified. The Wayne State Walter P. Reuther Library of Labor and Urban Affairs was contacted and expressed interest in the materials due to David Barr's history at the university and his works related to the labor movement, especially Transcending in Hart Plaza and other art pieces throughout the Detroit metropolitan area, including on the campus of Wayne State. Additionally, Barr earned a master's of fine arts degree from Wayne State University and was an associate professor of sculpture at Macomb Community College in Warren for 37 years.

Per Council request at the January 22, 2018, meeting, staff is providing additional information related to the archive request:

- PRCS staff conducted a review of the contents of each box and retained the original blueprints of the home, copies of exhibition posters and some original photographs. Original blueprints or diagrams of individual works of art were not in the contents. The retained items may be used for future displays on Villa Barr.

- The remaining items will be processed to archival standards by Wayne State's professionals who are in archival administration. They have 17 professionally-trained archivists, all with at least a master's degree and two with doctorates.
- Items will be stored/preserved in a safe and secure environment that is temperature and humidity controlled. Individuals wishing to view the original items are supervised in order to keep materials secure from theft.
- Wayne State will develop a guide to the collection that will be available online and accessible by the City of Novi, the general public and researchers. A link will be published on the City's Villa Barr Web page.
- Wayne State has existing loan agreements for collections/materials with many institutions, including the Smithsonian and Detroit Historical Society. Verbiage has been added to the Deed of Gift agreement detailing the City's ability to request use of original documents and materials for historical displays and exhibits.
- Wayne State will provide the City high-resolution versions of documents and photos that may be used for City exhibits, newsletters, magazines, documentaries and marketing of Villa Barr free of charge.
- If the City sells, gifts or otherwise conveys to a third party any piece of artwork referenced in the materials, Wayne State will return copies of materials specifically related to the artwork in order to establish its provenance upon request of either the City or the third party.
- Novi Public Library (NPL) staff members were consulted regarding the possibility of documenting, storing and/or preserving the archives. After review of the materials, library staff notified PRCS that the NPL's Local History Room would have neither the space to accommodate the collection, nor the temperature controlled environment necessary to maintain and preserve it. Additionally, NPL staff are not trained as archivists and do not have the ability to preserve the works appropriately. It is their recommendation the City work with Wayne State University's Reuther Library to digitize and preserve the collection of David Barr's materials based on their reputation and qualifications.

Staff are recommending approval of the request based on the Wayne State Walther P. Reuther Library of Labor and Urban Affairs being uniquely qualified to provide the David Barr collection the care and attention it deserves and to acknowledge the assistance being provided to the City of Novi by Wayne State in preserving the vision, works, and memory of David and Beth Barr.

RECOMMENDED ACTION: Approval of Resolution authorizing transfer of archives from the Estate of David Barr to the Walter P. Reuther Library of Labor and Urban Affairs, Wayne State University with the final form of the Deed of Gift to be reviewed and approved by the City Manager and City Attorney.

Sample box contents:



CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION REGARDING TRANSFER OF DAVID BARR ARCHIVES

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, as part of its acquisition of Villa Barr, the residence and workshop of artist David Barr, together with many of Mr. Barr's sculptures and other artwork, the City came into possession of other materials from his archives, including photos, newspaper and magazine articles, slides, CDs, manuscripts, drawings, notes, papers (his "archives"); and

WHEREAS, while Mr. Barr's estate had an initial agreement in place with the Smithsonian Institution Archives for cataloging and storage of these items, that arrangement could not be finalized, and the City has sought to find an appropriate alternate curator of such materials, which the City does not have the resources or professional experience to undertake itself; and

WHEREAS, the Walter P. Reuther Library of Labor and Urban Affairs, at Wayne State University, where Mr. Barr studied has agreed to take possession of and retain Mr. Barr's archives, subject to an appropriate Deed of Gift by the City; and

WHEREAS, The Friends of Villa Barr group, which includes representatives from the Novi Parks Foundation, the City Council, and the Michigan Legacy Art Park (MLAP), have agreed that the Reuther Library is an appropriate repository for Mr. Barr's archives.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City Council of the City of Novi hereby approves execution by the City Manager of the attached Deed of Gift of Mr. David Barr's archives to the Walter P. Reuther Library of Labor and Urban Affairs, at Wayne State University, upon the terms and conditions set forth therein.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2018, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

DEED OF GIFT
Between
CITY OF NOVI, MICHIGAN
and the
WALTER P. REUTHER LIBRARY OF LABOR AND URBAN AFFAIRS
WAYNE STATE UNIVERSITY

It is hereby agreed that the following terms will govern the gift of the records, papers and/or other items of David Barr through the City of Novi, Michigan (hereinafter referred to as the Donor) to the Walter P. Reuther Library of Labor and Urban Affairs, Wayne State University (hereinafter referred to as the Repository). It is further agreed that the donation will entail the transfer of the full and complete title of the records, papers and/or other items to the Repository.

1. Description of the Donation:

The papers include but are not limited to slides, notes, VHS, CDs, U-Matic tapes and DVDs (mostly identified), books, plays, a master's thesis and other writings authored by David Barr, files associated with Barr's projects, lecture notes, gallery/exhibit catalogs, correspondence, post cards, photos (many of them unidentified), clippings, a card file with notes, brochures, speeches, project proposals, promotional material, blueprints, maps, news releases, a jacket, publications, magazines, transcribed interviews of Barr, cassette tapes, reviews of Barr's exhibits, and sketches of proposed sculptors. The material dates from the 1960s to the 2000s.

2. The Donor grants to the Repository a non-exclusive perpetual license of the material to be made available for research, display, educational and publication purposes, including the reproduction in electronic form, or by any other means, subject to standard archival practices and, as permitted by applicable law.
3. The Donor, with the agreement of the Repository, or his/her designee, may restrict access to the records, papers and/or other items, in accordance with the normal application of the Repository's Rules for Use of Archival Materials.
4. Subject to restrictions imposed herein, the Repository will return to the Donor any of the materials that it determines to have no permanent value or historical interest, or are surplus to the needs of the Repository.
5. The Donor or its legal representative must represent that it is the holder of title of the materials to be donated. The Donor acknowledges there is no conflict with or impediment to the transfer of ownership to the Reuther Library.
6. Repository acknowledges that Donor (i) is giving the records, papers, and items described herein to Repository without conducting its own inventory and evaluation of such materials because it is not equipped to do so; (ii) is retaining much of the actual artwork to which the materials are likely related; and (iii) is keeping and using such artwork as part of a collection located at David Barr's home—Villa Barr—that Donor expects to use as an attraction to the City of Novi and as part of its recreational and cultural programming.

Therefore, notwithstanding anything else in this Deed of Gift, Repository agrees that, upon request of Donor:

- A. Repository will return any materials specifically related to the artwork located at Villa Barr as a loan and **for a limited amount of time** upon the Donor's request for same, if such materials are to be used in connection with Donor's activities or programming with respect to such artwork; and
- B. Repository will return copies of materials specifically related to any artwork, to establish its provenance, that the Donor sells, gifts, or otherwise conveys to a third party upon the request of either Donor or the third party.

In addition, the parties agree that:

- 7. The Repository shall furnish a copy of the descriptive guide of the records, papers and/or other items (otherwise known as the collection) to the Donor in hard copy or electronic format, if and when available.
- 8. The Repository shall provide the following reference services related to the donation to the Donor:
 - A. Copies of requested records, if existing, either in paper or in electronic format in reasonable numbers at no cost.
 - B. Answer requests for specific information in an expeditious manner.
 - C. Access to the records at any time during regular business hours.
- 9. The Internal Revenue Service has determined that Wayne State University, of which the Repository is a unit, is organized and operated exclusively for educational purposes and is exempt from federal income tax pursuant to Section 501 (a) and (c)(3) of the Internal Revenue Code. The Repository does not advise donors on tax matters and suggests that Donor direct any questions regarding donations as charitable contributions to Donor's tax advisor or an office of the Internal Revenue Service. The Repository does not appraise donations but will endeavor to make the property available for appraisal upon the request of Donor.
- 10. Should the Donor give the Repository additional papers, records and/or other items, all of the foregoing provisions of this agreement shall be applicable to such additional papers, records and/or other items.
- 11. It is agreed and understood by both parties that the Repository shall not be liable for any claim or legal action resulting from the donation described herein or any other action taken by the Donor pertaining to the donation covered by this agreement.

In witness whereof the following approval is given:

For the Donor (signature)

For the Repository (signature)

For the Donor (print name)

For the Repository (print name)

Date

Date