



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Economic Development Division*

**m e m o r a n d u m**

**TO:** Laurel Lunt Prussing, Mayor  
**FROM:** Elizabeth H. Tyler, FAICP, Community Development Director  
**DATE:** July 23, 2009  
**SUBJECT: Ordinance to Approve an Agreement with Frederic Beugeard for the Design and Installation of a Newspaper Rack**

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**Introduction and Background**

At the City Council Committee of the Whole meeting on July 13, 2009, the Committee discussed the Urbanastand Newspaper Rack project and requested additional information from staff. The discussion below addresses the concerns raised by the Committee.

**Discussion**

**Project Costs.** Much of the discussion at the Committee of the Whole meeting related to the overall costs of the project, suggestions on ways to reduce costs, and the potential impact that the project might have on other projects planned for the downtown.

Staff has completed a preliminary cost estimate for construction of the proposed 12-rack Urbanastand project as follows:

Construction	\$44,250
Artist Services	\$11,000
Engineering/Design Services	\$10,800
<b>TOTAL</b>	<b>\$66,050</b>

It should be noted that the proposed construction cost is a conservative estimate (on the high side) and that the overall costs of the project are due to the quality of the materials to be used, the need for a maintenance free and durable structure, the need for public safety and security, the technical design challenges posed by the structure, and the artistic aspects associated with the design and with the public art process of identifying the Urbanastand news stories to be used.

As suggested by Council, in an effort to reduce costs, staff has investigated an alternate, smaller scale project with 6 racks, and with the length of the project scaled back from 16 feet to 10 feet. Under this scenario, the engineering and artists services would not change, but the overall cost of

construction would be reduced from \$44,250 to \$31,600, a savings of \$12,650. Under the 6-rack alternative, the overall cost of the project would be reduced to **\$53,600**. We believe that the smaller scale project would be a workable alternative and would accommodate all but one of the seven providers that are currently utilizing the uncontained newspaper racks on Elm Street. The original artist's concept did allow for varying modular sizes for the newspapers and the artist is in agreement that this smaller rack would be a viable alternative and would accomplish similar artistic goals as would the 12-rack version.

Another suggestion from the Committee of the Whole was to evaluate whether cost saving measures could be realized by changing the materials or certain features of the project. In additional discussions with the architectural firm providing the cost estimates, there is concern that altering the materials will deviate from the artist's design or otherwise compromise the strength, safety and durability of the project. Additionally, changes in these materials, may only result in an insignificant reduction of the costs. For example, a change in the type of glass used could reduce the cost by only \$200 to \$300. For these reasons, a change in the proposed materials is not recommended at this time.

One aspect of the previous project cost estimate that could potentially be eliminated includes backlighting for the newsrack. This feature would allow the newsrack to be seen and appreciated during evening hours, however it is not an essential component in the piece. The estimated cost savings would be \$2,500 - \$3,000, bringing the total cost of the 12-rack option down to **\$63,050** and the total cost of the 6-rack option down to **\$50,600**.

The project artist has also suggested a number of ways to offset the costs of the project, including asking for News Gazette (or other providers) sponsorships and soliciting other private donors, with potential recognition in the form of the news stories used and/or the use of memorial bricks around the Urbanastand. The bricks in Cherry Alley in front of the Urbana Library is an example of how this approach can be used in conjunction with public art and landscape architecture projects in order to help fund improvements. Approval by Champaign County for any alteration of the plaza bricks around the newsstand would of course be necessary.

**Comparable Costs:** An additional question from the Committee of the Whole related to the costs of other streetscape and comparable public art items. The following projects may be used as a comparison. One group of streetscape furniture in the Philo Road Beautification project, which includes a bench, trash can, recycling can, and concrete pad, costs approximately \$9,000, including the concrete pad design cost. The cost of one downtown streetlight can be estimated on average to cost between \$10,000 - \$15,000, which includes the pole, fixtures, the foundation, installation, wiring, electrical service, and design costs. These examples describe costs of standard available pieces which have not been customized.

An additional example of downtown streetscape expenditures is the downtown landscaping contract also implemented in 2002, which included \$111,000 for the installation of planting materials for the Lincoln Square parking, and Elm Street mini park. This contract did not include landscaping on Main Street, or the hardscape concrete planting beds. An associated cost of this project was the landscape design and electrical work, bringing the total project costs to

approximately \$130,000 - \$140,000. If this amount is translated into dollars in 2009, the amount would be approximately \$200,000.

As this project is a custom commissioned public art project, it is important for comparison purposes to examine other custom art installations commissioned by the City and the Urbana Free Library in the last several years. The Market at the Square arch project is an example of a custom designed streetscape feature. The trellis archway was custom designed by an architectural firm, then fabricated and installed by a metal vendor. The total project cost was approximately \$12,000, in 2002. By increasing this figure by 5% per year, this cost can be compared in the current economy. It is estimated that the amount paid in 2002 for this project is comparable to \$16,200 in 2009. Another custom art piece in Downtown Urbana is *Slow and Steady*, a commissioned sculpture outside the Urbana Free Library. The cost of that piece was approximately \$30,000. The bronze sculpture, *Ibidem*, (located near the entrance to Cherry Alley) was \$14,000. Another public art related project was the geometric designed sidewalk around the Art in the Park project which cost \$70,000 for design and construction.

In addition to researching the cost of other commissioned custom art projects, City staff has researched the cost of standard modular newspaper receptacles for comparison purposes. Standard modular newspaper racks capable of holding 12 publications, including bases and hardware, range in price from approximately \$5,000 to \$8,500.

**Newsrack Trends.** Councilmembers have also expressed concern about the current and future demand for newspaper rack space. Currently, seven of the ten racks existing at Race and Elm Streets are in use. The following publications are being vended through free dispensing racks: *The Buzz*, *Accent*, *Thrifty Nickel American Classifieds*, *Newsgazette Homefinder*, and *The Daily Illini*. Publications being dispensed in coin-operated vending machines include: *The News Gazette*, *USA Today*, and *The Chicago Tribune*.

Research into newspaper rack use in other communities shows that the demand for these racks continues strong and that many communities require consolidation into attractive structures, in some cases charging for use of the stand and/or allowing for poster advertisements. (see attached illustration from Chicago). The City can regulate the location and number of newsracks, however it cannot discriminate based on content. Therefore, many cities that implement uniform racks, create a lottery system to determine which racks may be displayed in the newsrack area. By providing sufficient rack space potential problems related to the regulation of the newsracks may be alleviated.

One councilmember has suggested that an interactive touch-screen electronic information sign be included in the Urbanastand newsrack project and that it be reconfigured to serve more as an information kiosk than as a static newsrack. This concept is not consistent with the vision presented by the artist or requested by the City in its initial requests for designs. It would also not be consistent with the City's agreement with the County for placement of the Urbanastand on the Champaign Courthouse Plaza.

However, development of an information kiosk in the downtown area could be investigated as a separate project. It should be noted that the installation of an interactive electronic screen in an open outdoor setting is difficult and might be better suited for an indoor location. The city is embarking on a downtown marketing/parking study to include wayfinding signage. Investigation of an interactive information kiosk as described above, in either an interior or exterior location, can be included in this study.

## **Fiscal Impact**

As described above, the proposed artist compensation described in the attached agreement is estimated to be \$11,000. Architectural/engineering design for the project is estimated at approximately \$10,800. The construction of the project as originally proposed (with 12 racks) is approximately \$44,250, which equates to a total project cost of approximately \$66,250. Construction of scaled-down version, including six vending receptacles, is estimated to cost \$31,600, for a total project cost of \$53,600. Elimination of the backlighting element would further reduce the cost to \$63,050 (12 rack option) or \$53,600 (6-rack option).

The line item originally identified to support the newsrack project was Downtown Art/Landscape item in the Supplementary Capital Improvements Fund (B09-1-0400-0545). This line item was established to support public art installations prior to the creation of the Public Art Commission through a \$5,000 per year budget. This amount accrued for three fiscal years from FY 06-07 to FY 08-09, resulting in the current budgeted amount of approximately \$15,000.

As detailed costs for the project became available, the location of the project in TIF 2 prompted City staff to explore the possibility of TIF funding for the project to supplement the amounts already budgeted. The Streetscape Phase 7 (TIF 2 T10-1-2500-5052) was identified as a TIF 2 line item appropriate for this type of expenditure with the funds available to complete the project.

At the Urbana Committee of the Whole meeting, City Council asked staff to identify other possible uses for Streetscape Phase 7 money and asked if the newsrack project would cause other projects to be either delayed or eliminated. Following this meeting, City staff have determined that the best way to proceed without impacting other projects budgeted as part of FY 09-10 budget would be to recommend a budget transfer from the TIF 2 Fund Balance, which is reserved for future projects, to a line item created specifically for the newsrack project. This will allow the newsrack project to be constructed without impacting other TIF 2 projects that are currently budgeted. While TIF budgets do accommodate a number of potentially competitive uses (e.g., road projects, redevelopment projects, other capital improvements, etc.), the projected cash flows for the TIF funds indicate that the proposed project would not affect any other budgeted TIF projects or project schedules.

## **Recommendations**

Staff recommends that the Committee of the Whole provide direction to staff regarding the scale and lighting options for the project (i.e., 12 or 6 racks and with or without backlighting) and to forward the attached ordinance to the City Council's regular meeting on August 3, 2009 with a

recommendation for approval. Depending upon the chosen project scale, staff will then prepare a budget amendment to fund the project construction as described above.

Prepared by:

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Tom Carrino, Economic Development Manager  
Anna Hochhalter, Public Arts Coordinator

Attachments:

Chicago Newsrack Example  
Ordinance Approving an Agreement  
Agreement with Artist

Cc: Frederic Beugeard



Newsracks in the Chicago Loop

ORDINANCE NO. 2009-05-049

AN ORDINANCE APPROVING AN AGREEMENT WITH FREDERIC BEAUGEARD FOR THE DESIGN AND INSTALLATION OF A NEWSPAPER RACK LOCATED AT 101 EAST MAIN STREET / CHAMPAIGN COUNTY COURTHOUSE SITE

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE URBANA, ILLINOIS, as follows:

Section 1. That an Agreement with the Champaign County concerning the placement of a newspaper rack at the Champaign County Courthouse site, in substantially the form of the copy of said Agreement attached hereto, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2009.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

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**AGREEMENT BETWEEN THE CITY OF URBANA  
AND  
FREDERIC BEAUGEARD  
TO DESIGN AND INSTALL A WORK OF ART**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the City of Urbana ("City"), a municipal corporation, and \_\_\_\_\_ ("Artist"), an individual.

**RECITALS**

A. City desires to commission a public artwork associated with the Downtown Newspaper Rack Project (the "Project") which is to be located in Urbana, IL and which is generally illustrated in the attached Design Proposal submitted by the Artist on July 18, 2007.

B. Whereas, the artist has been selected on the basis of the design proposal he submitted and to implement his proposal, the parties have agreed as follows:

**SECTION 1. SCOPE OF SERVICES.**

1.0. Artist shall perform those services specified in detail in the attached EXHIBIT A, entitled "ARTISTS' SERVICES."

**SECTION 2. SCHEDULE OF PERFORMANCE.**

2.0. **GENERAL.** The services of Artist are to be completed according to the schedule set out in the attached EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE."

2.1. **TIME IS OF THE ESSENCE.** It is understood that time is of the essence in the performance of Artist's services under this Agreement.

**SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

3.0. **COMPENSATION.** The compensation to be paid to Artist shall not exceed the amount specified in the attached Exhibit C, entitled "COMPENSATION". The rate and schedule of payment is set out in EXHIBIT C. Such payment shall constitute full and complete compensation for work performed and services rendered, including, but not limited to, professional services and reimbursable expenses, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.



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3.1. METHOD OF PAYMENT. Payments described above will be made to the Artist within thirty (30) days after submittal of invoices for payment in the form requested by the City.

3.2. CITY'S RIGHT TO WITHHOLD PAYMENT. In the event that City determines that work for which it has been invoiced does not meet the terms of this Agreement, City may withhold payment to Artist. In the event City withholds any payment, City shall provide detailed written notice to Artist within fifteen (15) days of receipt of Artist's invoice, specifying the failure of performance for which City intends to withhold payment. Within fifteen (15) days of Artist's receipt of City's notice, Artist shall cure City's objection or if City's objections are not capable of cure within fifteen (15) days, Artist shall commence to cure City's objections and then promptly proceed to complete the cure. If Artist disputes City's determination that the Agreement's specifications have not been met, within fifteen (15) days of Artist's receipt of City's notice, Artist shall notify City in writing. In such event, City shall make reasonable efforts to resolve the dispute; however, the final determination as to whether Artist has complied with the terms of this Agreement will remain with City.

3.3. NO WAIVER OF RIGHTS. No payment to Artist for any work performed or services rendered shall constitute a waiver or release by City of any claims, rights or remedies it may have against Artist under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by City of any failure or fault of Artist to satisfactorily perform the work as required under this Agreement.

### SECTION 4. CHANGES IN SCOPE.

4.0. ADDITIONAL SERVICE AUTHORIZATION. No services for which additional compensation will be charged shall be provided without prior written authorization of City.

### SECTION 5. RESPONSIBILITIES OF THE ARTIST.

5.0. PERSONNEL. Artist has, or will secure at Artist's expense, all personnel required to perform Artist's services.

5.2. COORDINATION. Artist acknowledges that an essential element of Artist's services is coordination with City staff and other persons who may be involved with the Project, as designated by City. Artist agrees to accept responsibility for the coordination with persons designated by City to be necessary to complete Artist's duties both as to design or fabrication issues and budget or cost-related issues. Artist also agrees to meet and communicate with other persons involved with the Project as required by City to ensure proper coordination of the Project.

5.3 TAX IDENTIFICATION NUMBER. No later than the date of Artist's execution of this Agreement, Artist shall provide City with Artist's Tax Identification Number and any proof of Artist's Tax Identification Number as requested by City.

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### SECTION 6. CITY'S RESPONSIBILITIES.

6.0. SITE INFORMATION. City shall be responsible for providing Artist, at no cost to Artist, copies of existing designs, drawings, reports, and other existing relevant data, if any, which is needed by Artist in order to perform.

6.1. SUPERVISION. City is under no obligation to supervise the Artist's performance of services which are described under this Agreement.

### SECTION 7. INDEPENDENT CONTRACTOR.

7.0. ARTIST AS INDEPENDENT CONTRACTOR. It is understood and agreed that Artist's relationship with City is strictly and solely that of an independent contractor, and not as an agent or an employee of City; and as an independent contractor, Artist shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Artist hereby expressly waives any claim Artist may have to any such rights. Artist further agrees to, acknowledges and accepts sole responsibility for determining the method and means by which Artist will fulfill Artist's obligations under this Agreement. Nothing contained in this Agreement shall be construed to place City and Artist in the relationship of partners. Artist acknowledges and agrees that Artist shall not hold Artist out as an authorized agent of City with power to bind in any manner.

### SECTION 8. ASSIGNABILITY.

8.0. ASSIGNABILITY OF CONTRACT. The parties agree that the expertise and experience of Artist are material considerations for this Agreement. Except as may be specifically authorized under this Agreement, Artist shall not assign or transfer any interest in this Agreement nor the performance of any of Artist's obligations hereunder, and any attempt by Artist to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by City. However, nothing in this section shall be deemed to prevent Artist, at Artist's sole expense, from relying on or utilizing the services of such other consultant or contractor as Artist may require to complete the Project.

8.1. CITY'S RIGHT TO ASSIGN CONTRACT. City shall have the right to assign or transfer any and all of City's rights and obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of City.

### SECTION 9. INDEMNIFICATION.

9.0. Artist agrees to protect, defend, indemnify and hold harmless City, its members, officers, agents and employees, from and against all claims, costs and damages arising out of negligent or willful acts or omissions or accidents or injuries in

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the performance of this Agreement by Artist or Artist's agents or subconsultants. Artist also agrees to protect, defend, indemnify and hold City harmless from any action, claim, suit or liability based on a claim that work performed under this Agreement by Artist or Artist's agents or subconsultants constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any party. This section shall survive expiration or sooner termination under this Agreement.

### **SECTION 10. INSURANCE.**

10.0. Artist, at Artist's sole cost and expense for the full term of this Agreement or any renewal thereof, agrees to maintain the policies set forth in the attached EXHIBIT D, entitled "INSURANCE REQUIREMENTS." All policies, endorsements, certificates and/or binders shall be subject to the approval by the City Attorney and Comptroller of the City of Urbana as to form and content. These requirements are subject to amendments or waiver if so approved in writing by the City Attorney and Comptroller. Artist agrees to provide City, copies of said policies, certificates and/or endorsements before work commences under this Agreement.

### **SECTION 11. TERMINATION.**

11.0. TERMINATION WITHOUT CAUSE. City may terminate this Agreement without cause upon thirty (30) days written notice to Artist. Termination shall be effective thirty (30) days after Artist's receipt of City's termination notice.

11.1. TERMINATION WITH CAUSE. If Artist fails to perform any of Artist's material obligations under this Agreement, City may terminate this Agreement upon fifteen (15) days written notice to Artist. City's notice shall specify Artist's breach and provide Artist with an opportunity to cure the specified breach within the fifteen (15) day notice period. In the event that Artist fails to cure the specified breach within the fifteen (15) day notice period, the termination of this Agreement shall be effective. In instances where the specified breach is incapable of being cured within fifteen (15) days, Artist shall commence to cure the specified breach within the fifteen (15) day notice period and diligently prosecute the work necessary to complete the cure.

11.2. COMPENSATION. In the event that City terminates this Agreement, City shall pay Artist for services performed to date of termination, consistent with the schedule of payment set forth in EXHIBIT C.

11.3. REMEDIES. City's remedies under this Agreement are cumulative and are in addition to City's rights available at law or in equity.

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### SECTION 12. COMPLIANCE WITH LAWS.

12.0. Artist shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

### SECTION 13. NONDISCRIMINATION.

13.0. Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

### SECTION 14. ARTIST'S WARRANTY.

14.0. ARTIST'S WARRANTY. Artist represents and warrants that:

A. Artist is the sole and absolute owner of the Artwork Design, the copyrights pertaining to it, and all the rights associated or relating to it.

B. Artist has not previously sold, assigned, licensed, granted, encumbered, or utilized the Artwork Design or any element thereof, in any manner which may affect or impair the rights granted pursuant to this Agreement.

C. All work created or performed by Artist under this Agreement, whether created by Artist alone or in collaboration with others, shall be wholly original with Artist and shall not infringe upon or violate the rights of any third party.

D. Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.

E. All services performed hereunder shall be performed in accordance with City specifications and requirements and with all necessary care, skill, and diligence.

These representations and warranties shall survive the termination or other extinction of this Agreement.

### SECTION 15. RIGHTS TO ARTWORK DESIGN.

15.0. The parties recognize that the Artist submitted drawings, studies, and other documents in the initial selection process which were being selected as the basic concept for the development into a final design. The parties agree that, except for the wording and arrangement of the news article reproductions etched on the glass components, the final design is the copyright property of the Artist, and the City shall not, without written consent from the Artist, reproduce a copyrighted product except for noncommercial purposes which for the purpose of this agreement, are defined to be: reproduction in exhibition catalogues, books, slides, photographs, postcards, posters,

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and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, architectural, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On all such reproductions, City shall insure that a Copyright Notice is placed in a manner required by Copyright Law.

15.1 The Artist expressly waives the rights of "integrity" to the actual news rack structure to be installed on premises of the Champaign County Courthouse in Urbana, Illinois. The Artist understands that the structure itself will eventually "wear out" and may be removed, subject to destruction, distortion, mutilation, or other modification by reason of the removal of such artwork.

### **SECTION 16. ARTIST'S BOOKS AND RECORDS.**

16.0. MAINTENANCE OF RECORDS. Artist shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Artist pursuant to this Agreement. Artist shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

16.1. AUDIT. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, Mayor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at the City Building when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Artist's address indicated for receipt of notices in this Agreement.

16.2. CUSTODY OF RECORDS. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Artist's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the City Building. Access to such records and documents shall be granted to any party authorized by Artist, Artist's representatives, or Artist's successors-in-interest.

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### SECTION 17. CONFLICT OF INTEREST.

17.0. Artist shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement.

### SECTION 18. WAIVER.

18.0. Artist agrees that waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Artist shall not be deemed to be a waiver of any term or condition of this Agreement.

### SECTION 19. EXCUSE OR SUSPENSION OF CONTRACTUAL OBLIGATIONS.

19.0. The parties shall be excused from performing an obligation under this Agreement if performance of that obligation is prevented by a condition beyond the control of the parties, such as acts of God, war, public emergency or strike or other labor disturbance. An obligation affected by a condition beyond the control of the parties shall be suspended only for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance or their contractual obligations when the condition no longer exists.

### SECTION 20. SPECIAL PROVISIONS.

20.0. Special provisions, if any, to this Agreement are specified in the attached EXHIBIT E, entitled, "SPECIAL PROVISIONS."

### SECTION 21. NOTICES.

21.0. Submittals, requests, notices and reports required under this Agreement shall be delivered personally or through the mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a party:

For the City:

Public Arts Coordinator  
City of Urbana  
Community Development Services  
400 South Vine Street  
Urbana, IL 61801

For the Artist:

Frederic Beauguard  
507 East California Avenue  
Urbana, IL 61801

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Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

Artist agrees for the duration of Artist's life to provide City with Artist's current mailing address in the event the above address should change.

### **SECTION 23. VENUE/GOVERNING LAW.**

23.0. VENUE. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state court of the County of Champaign or if federal jurisdiction is appropriate, exclusively in a United States District Court for the Central District of Illinois, Urbana, Illinois.

23.1. GOVERNING LAW. The laws of the State of Illinois shall govern this Agreement.

### **SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.**

24.0. This Agreement, including all exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

### **SECTION 25. SEVERABILITY.**

25.0. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

### **SECTION 26. REFERENCE TO CITY.**

26.0. Where this Agreement requires or permits City to act and no officer of the City is specified, City's Mayor or the authorized representative of City's Mayor shall be deemed authorized to act on City's behalf.

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WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

APPROVED AS TO FORM:

CITY OF URBANA, a municipal  
corporation:

\_\_\_\_\_  
RONALD O'NEAL JR.  
City Attorney

By: \_\_\_\_\_  
LAUREL LUNT PRUSSING  
Mayor

Artist

\_\_\_\_\_  
FREDERIC BEAUGEARD  
Artist Intermedia



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EXHIBIT A  
SCOPE OF SERVICES

**Materials and Services to be Provided by the City of Urbana or other party under contract with the City of Urbana (“City”)**

**The following materials will be provided by City during the fabrication and installation of the Downtown Newspaper Rack:**

1. All materials used for fabrication
2. Storage and construction space
3. Assistance in the collection of newspaper articles from which a selection will be used in the design of the glass panels in the Urbanastand Kiosk.

**The following services will be provided by City and accessible during the fabrication and installation of the Downtown Newspaper Rack:**

1. Construction costs, including labor
2. Structural Engineering Services to review the final design of the Downtown Newspaper Rack Project
3. City shall investigate costs and prepare preliminary cost estimates (“Cost Estimates”) related to the fabrication and installation of the Final Design Specifications
4. Project Management
5. Coordination and collection of newspaper article submissions from targeted community groups. The City will submit articles to the Artist for his creation of the Glass Panel Design. The City will review permissions submitted by the artist for the use of newspaper articles in the Glass Panel Design.
6. Intergovernmental agreement made between the City of Urbana and the Champaign County Courthouse

ARTISTS’ SERVICES

**Artist’s Submittals and Services to be Provided by Frederic Beugeard (“Artist”)**

**Newspaper Rack Project Final Design**

1. Artist will review the previously submitted Downtown Newspaper Rack design proposal dated July 18, 2007 to ensure all necessary and requested information is included. A final design will be submitted which will include all necessary information and serve as the basis for fabrication of the design.
2. Artist agrees to submit any further necessary design materials or information to supplement the design, including possible material vendors.
3. Artist will acquire copy rights in his name at his expense.

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### **Glass Panel Content and Layout Design**

1. Artist will lead the collection of newspaper articles and select the articles which will enhance the overall design of the Newspaper Rack Project. Artist will ensure permissions are received for the use of the newspaper articles. Artist will compose the layout of these articles and submit a design ("Glass Panel Design") for review by staff and representation from the targeted community groups. The Glass Panel Design will be used in the fabrication of the glass panels.

### **Advisory Role in Fabrication and Installation**

1. In the event that the Structural Engineer determines the original design to be structurally unsound, Artist will work with the Structural Engineer to provide a functional design, which will be submitted to the City for review.
2. Artist will work with the Department of Public Works to establish an outline of the proposed fabrication and installation method and schedule for the Artwork ("Fabrication and Installation Method Outline").
3. The City will allow Artist reasonable access to the fabrication area and his expertise will be consulted during the process of fabrication and installation.
4. Artist shall attend meetings with local experts, City staff, or other interested parties as designated by City. The times and dates of these meetings shall be subject to the mutual agreement of the parties.
5. City's approval of the Artist's Submittals shall not release Artist of the responsibility for the correction of mistakes, errors or omissions which may be the result of circumstances unforeseen at the time the Artist's Submittals were developed or approved.

Artist shall perform the following services to the satisfaction of City and within the deadlines set forth in EXHIBIT B:

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EXHIBIT B  
SCHEDULE OF PERFORMANCE

1. Commencement of Work. Artist shall commence work upon full execution of this Agreement. The following are milestone dates that must be met in accordance with this Agreement. Date of commencement of each task shall be as indicated below.

Task	July 2009				August 2009		
	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3
Artist Submittal of Final Design Proposal to City	-----	-----					
Staff Review of Final Design Proposal		-----	-----	-----	-----		
Artist Collection of Newspaper Articles		-----	-----	-----	-----	-----	-----
City Collection of Newspaper Articles and Submittal to Artist			-----	-----	-----	-----	-----
Artist Design and Submittal of Glass Panel Design to City							-----
Staff Review of Glass Panel Design							
City Compilation of Cost Estimates						-----	-----
Fabrication and Installation Method Outline and Execution	upon signing until completion of installation	-----	-----	-----	-----	-----	-----

Task	September 2009					October 2009		
	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3
Artist Submittal of Final Design Proposal to City								
Staff Review of Final Design Proposal								
Artist Collection of Newspaper Articles								
City Collection of Newspaper Articles and Submittal to Artist								
Artist Design and Submittal of Glass Panel Design to City	-----	-----	-----					
Staff Review of Glass Panel Design				-----	-----	-----	-----	
City Compilation of Cost Estimates	-----	-----	-----	-----	-----	-----	-----	
Fabrication and Installation Method Outline and Execution	-----	-----	-----	-----	-----	-----	-----	*

2. Modification of Schedule. The parties agree that the Schedule set forth above may be modified only upon prior written authorization of the Director of Community Development Services.

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EXHIBIT C  
COMPENSATION

1. Fee. Artist's fee for Artwork Design, including all expenses relating thereto, shall not exceed the sum of eleven thousand dollars (\$ 11,000). This fee includes but is not limited to the following costs: Design; labor of assistants; materials, communication and other indirect costs; travel expenses of the Artist for site visits and research.

2. Interim Payments. City agrees to pay Artist in installments as set forth in the schedule below and in accordance with the terms of Exhibit A and Exhibit B of this Agreement.

3. Payment Schedule.

Upon commencement of this Agreement:	\$5,500
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Upon City's approval of the Completed Installation, or within 12 months of execution of Agreement, whichever occurs first:	\$5,500
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4. Reimbursables: City will not make any additional payment for Artist's expenses.

5. Modification: The parties agree that the Schedule for Payment set forth above may be modified only upon prior written authorization of the Director of Community Development Services.

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EXHIBIT D  
INSURANCE REQUIREMENTS

Artist, at Artist's sole cost and expense for the full term of this Agreement or any renewal thereof, shall obtain and maintain the following insurance requirements:

These insurance requirements must be met prior receiving payments therefore under this Agreement. Artist will not be responsible for obtaining the Professional Errors and Omissions coverage for himself, as specified below, if in the determination of the City Attorney and Comptroller, Artist will not be performing services requiring such coverage. Artist shall be responsible for requiring persons retained by Artist to obtain Professional Errors and Omissions coverage, if the City Attorney and Comptroller determines that the services performed by Artist's subconsultants require such coverage.

A. Worker's Compensation and Employers' Liability Policy

This policy shall be written in accordance with the laws of the State of Illinois and providing coverage for any and all employees of contractor:

1. This policy shall provide coverage for Worker's Compensation (Coverage A).
2. This policy shall also provide coverage for \$100,000 Employers' Liability (Coverage B).

Exception

If, however, Artist does not have any employees and does not wish to cover himself for WORKERS' COMPENSATION, Artist shall sign the following statement:

I, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any WORKER'S COMPENSATION insurance coverage and, therefore, am signing this statement in lieu of providing the above required WORKERS' COMPENSATION COVERAGE.

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\_\_\_\_\_

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### B. Endorsements

#### 1. Deductibles and Self-Insured Retention.

Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

#### 2. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

##### a. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to the City.

### C. Acceptability of Insureds

Insurance is to be placed with insurers acceptable to the City's Attorney and Comptroller.

### D. Verification of Coverage

Artist shall furnish the City with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Attorney and Comptroller:

Department of Finance  
Financial Services Division  
400 South Vine Street  
Urbana, IL 61801

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### E. Subconsultants

Artist shall include all subconsultants as insureds under their policies or shall obtain separate certificates and endorsements for each subconsultant.

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EXHIBIT E  
SPECIAL PROVISIONS.

There are no special provisions to this Agreement.



Newspaper Rack Public Art Project  
June 29, 2009

**DRAFT**

FREDERIC BEAUGEARD, M.F.A.  
507 E. California Ave.  
Urbana, IL 61801  
(217) 344-2350  
Email: [beaugeardf@hotmail.com](mailto:beaugeardf@hotmail.com)

City of Urbana  
Community Development Services  
Downtown Newspaper Rack Project

Urbana, July 18, 2007

Dear Sirs and Madams,

Please consider my news rack design proposal without exact bids for labor and materials, which I will provide later.

My idea is to associate the City of Urbana to the project in process of a new design of urban furniture, by incorporating the "Uniform Newspaper Racks from Rak System" into a new structure which could later be mass produced and sold to other cities and towns.

The prototype and new downtown newspaper rack will be cheaper and faster to build by a team from some existing services of the town, or a local company (after collecting bids), rather than to ask a distant urban furniture company to do it. Maybe the Rak System group could be involved at the end.

I will execute my design, supervise all the work, and choose the materials for an honorarium of \$1,000 plus the cost of the rights registration in my name. The City of Urbana will also pay for the materials, and labor in addition to my own.

The name of this new post-modern esthetic object will take the name of the City of Urbana. Of course the promotion of the image of the town around this collaboration experience could be furthered via diverse media, even art and design magazines, for example.

Proposed name: Urbanastand IL 2007

The prototype will be visible in downtown Urbana, and maybe a commemorative sign with the description of the project will be displayed.

Before your final decision August 13, I would be happy to work with those Urbana city employees in charge of bus-shelter purchases and maintenance to obtain more detailed estimates for my "Urbanastand" street kiosk. I also need more details from you, such as the number of free versus coin operated boxes. Although I have already made preliminary contacts with Rak System and other urban furniture vendors, I believe the name of the City of Urbana will facilitate greater responsiveness from them. I believe, for example, the city can get a better and faster estimate for the glass construction and etching, than I could obtain alone.

Please contact me so we can arrange a time to work together on this.

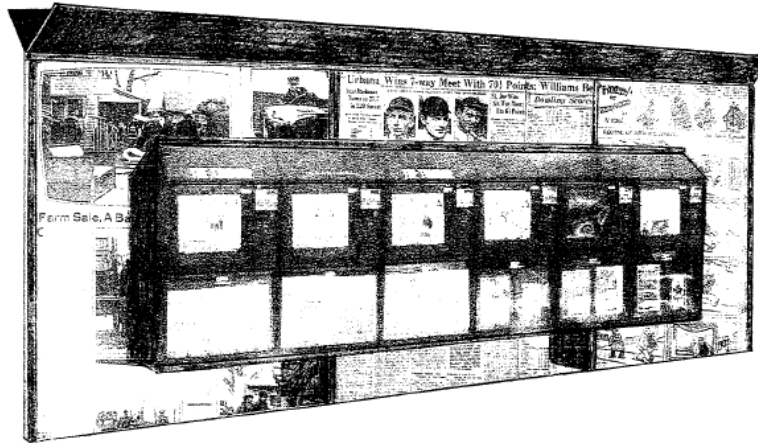
Sincerely,

BEAUGEARD F. Urbana Newspaper Rack Project 2007

# DRAFT

BEAUGEARD F. Urbana Newspaper Rack Project 2007

STREET KIOSK

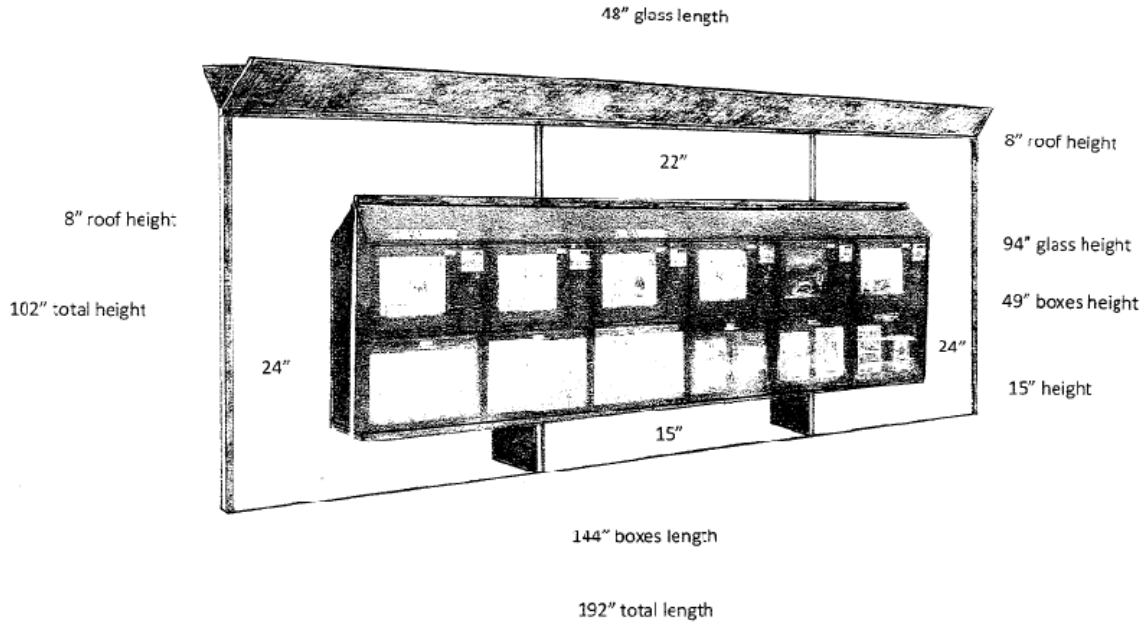


The three newspapers chosen could be different from the ones displayed here. Community groups might like to participate in selecting historically significant issues of current or past area newspapers.

The glass will be semi-transparent (to keep the building behind visible for a global light effect) with the print of an old newspaper (sepia color ?) on the four panels (without newspaper title) connected to the tradition or history of Urbana.

# DRAFT

BEAUGEARD F. Urbana Newspaper Rack Project 2007



The design will feature integration of the newspaper racks inside four panels of glass like the bus shelter.

The boxes and the reinforcements (outside structure purchased) will be dark brown, the same color as the existing urban furniture in Urbana (benches, bus shelter, dustbins) that matches the traditional architecture in red brick in the town center.

There will be a small roof in the opposite direction of the top of the boxes (must be built with the reinforcement welded to it) for the esthetic floating effect, that will give some height to the existing building, and will give the impression of a protected place, a sense of welcome.

**rows says:**

...and the...  
...the...  
...the...

**to Fill Gap in Services Here**

**First Institution Organized in London in 1844.**

In the construction of a V. M. C. building in Chicago, attention has been given to the fact that the building should be of a type which would be suitable for the use of the young men who are coming to the United States from the various foreign countries. It is organized to meet a long and varied need, to provide a place where the young men can find a home, and where they can receive the instruction and training which they need for the pursuit of their studies in this country.

While the top officers of the University of Illinois, it is noted from the fact that the building will be under the personal supervision of the officers of the university.

From that year had their own building on the Park Avenue campus. It was built by the architect, Paul W. Neumann, of the firm of Paul W. Neumann, Architects, and was designed by the architect, Paul W. Neumann, of the firm of Paul W. Neumann, Architects.

**United Prison Control Checked by Commissioner**

(Continued from Page 1)

The great work of the prison system is to provide a place where the prisoners can be reformed and where they can receive the instruction and training which they need for the pursuit of their studies in this country.

**Drainage Job Is Completed**

Five and One-Half Miles of Tile Land in Com-promise Township.

**On The Campus**

By Lester Gadsden

**Farmers Told of Hybrid Seed**

Vacation School Meeting Tonight

**Protest Cut in Federal Relief**

The protest was held in the city of Urbana, Illinois, and was attended by a large number of people. The protest was held in the city of Urbana, Illinois, and was attended by a large number of people.

Urbana, Illinois, Monday, April 19, 1927

**Best War Games In Naval History**

...the...  
...the...  
...the...



BEAUGEARD F. Urbana Newspaper Rack Project 2007

**HELLO-- PARIS CLEANERS**

Will You Please Call at My Home

Only a few days ago Chicago...  
...the...  
...the...

**Man's Fancy Food at Katsinas**

Spring is in the air...  
...the...  
...the...

**N.A.S. Buffet**