



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, Director, Community Development Services

DATE: April 3, 2013

SUBJECT: **A Resolution Authorizing and Approving a New Agreement with Preston Jackson for Public Art Design Services for the King Park Public Art Project**

An Ordinance Revising the Annual Budget Ordinance (King Park Public Art Project)

Introduction and Background

For a number of years it has been a goal of the Public Arts Commission to create a lasting piece of public artwork to commemorate the life and legacy of Dr. Martin Luther King, Jr. in King Park. The completed artwork will help promote the park as an amenity for the local neighborhood and school, as well as provide an attraction for residents of Urbana and Champaign County.

City staff and the King Park Public Art Project Commission subcommittee worked with the Urbana Park District to identify a qualified artist to design public art in the park through a Request for Qualifications (RFQ) process. On June 12, 2012, based on the recommendation of the King Park Public Art Project Selection Committee, the Urbana Public Arts Commission selected Cambridge, Massachusetts-based artist Douglas Kornfeld to create a permanent public art piece to commemorate the life and legacy of Dr. Martin Luther King, Jr. in Urbana's King Park. A Public Art Design Services Agreement with Mr. Kornfeld was recommended for approval by the Commission at the August 14, 2012 meeting and approved by City Council at their August 20, 2012 meeting.

Following the approval and execution of this agreement by both parties, Mr. Kornfeld visited Urbana and developed a preliminary concept. The selection committee reviewed this concept and came to the conclusion that it did not celebrate the active nature of Dr. King's work. After initially agreeing to rework it, Mr. Kornfeld eventually resubmitted the original concept, asking for its recommendation to the Commission or requesting to withdraw from the project. The selection committee again rejected the concept and the Public Arts Commission recommended approval of the termination of the Public Art Design Services Agreement with Mr. Kornfeld

through a Mutual Release at their February 12, 2013 meeting. This item is also included in the April 8, 2013 Committee of the Whole Packet as a resolution for approval.

Preston Jackson, a visual artist from Illinois, was one of the finalists from the initial selection process and was also selected as the new artist to design a public art piece for King Park during the February 12, 2013 meeting. Mr. Jackson ranked very highly with the selection committee during the interview round of the original selection process in May 2012. However, as he primarily works in bronze, an expensive material, the committee was concerned about whether he could produce a high-profile piece within the project budget. During the January 22, 2013 committee meeting, Mr. Jackson emerged as the committee's preferred choice among the remaining three original finalists. Communications between Mr. Jackson and staff also revealed that his approach to working within the \$45,000 project budget would be to work primarily in stainless steel with some bronze elements. He recommended this material because it would weather well, as well as allow for a large piece within this budget.

Based in Peoria, IL, Mr. Jackson is an accomplished artist who has produced many public art pieces for cities in Illinois and has taught at the School of the Art Institute of Chicago, Bradley University, and Millikin University. His work has particularly dealt with history and the African-American experience. Exhibits A-C provide his letter of interest, resume, and work samples submitted with his original application. City staff checked Mr. Jackson's references, all from other cities in Illinois, and they were extremely positive.

Discussion

City legal staff, in consultation with the Urbana Park District, negotiated a Public Art Design Services Agreement with Mr. Jackson to guide the development of public art for King Park. The public art will take the form of some type of sculpture or permanent installation, as conceived through the artist's research and conversations with the community. The agreement will ensure the creation of a project that meets the Program Goals outlined in the King Park Public Art Project RFQ (Exhibit D):

- Beautify and improve King Park and the city streetscape
- Honor the legacy of Dr. Martin Luther King, Jr.'s work and ideas.
- Integrate public art into the neighborhood and park environment, creating a sense of place and purpose, and promoting tourism and commerce.
- Beautify and improve the city streetscape.
- Preserve and commemorate local and multicultural traditions and histories.
- Provide opportunities for local and national, established and emerging artists in Urbana and Champaign County.
- Enrich the lives of Urbana residents and visitors.

The agreement outlines the scope of Mr. Jackson's design services, including deliverables, schedule of performance, schedule of compensation, and process of design approval. The schedule of compensation has been staggered so that compensation is received following the completion of discrete tasks. It is important to note that the agreement found in this resolution

serves only to contract Mr. Jackson to create a design for the project. Upon approval of a final design and plan for fabrication and installation, an addendum may be negotiated between the artist and the City to commission the actual production of the piece. Should the City decide to construct the designed artwork, the agreement also sets up a procedure for alterations of the site or removal of the artwork as future situations might require. A separate agreement between the City and the Urbana Park District will be negotiated to outline ownership and maintenance responsibilities following the production and installation of the completed project.

During the April 2, 2013 meeting of the Public Arts Commission, the Agreement with Preston Jackson for Public Art Design Services in King Park was unanimously recommended for approval with a few changes for consistency between the agreement and deliverables. The agreement in Exhibit E reflects these changes.

Fiscal Impact

The costs of the Design Services outlined in this contract (\$6,000) are already included in the budget for the King Park Public Art Project. The funds for the project come from TIF 3, a district that will expire on December 31, 2013.

While \$45,000 remains in the project budget following the agreement with the original artist, a potential additional \$30,000 has been identified as being available in TIF 3 funds for the potential use of this project. Upon Council approval of the proposed budget amendment revising the annual budget ordinance for the King Park Public Art Project, these funds will be committed to the project. These additional funds will allow for a significantly enhanced project, more similar to the examples of Mr. Jackson's work included in the packet. Although the majority of those projects had budgets of over \$200,000, Mr. Jackson has assured staff that \$30,000 will go a long way in producing a project with the many intricate details for which his work is known. Such artistic depictions of history will appeal to residents and visitors of all ages, creating an asset for the neighborhood and Urbana and honoring the legacy of Dr. Martin Luther King, Jr.

Options

1. Forward the resolution to City Council as presented with a recommendation for approval.
2. Forward the resolution to City Council as presented with a recommendation for approval with changes. It should be noted that any changes will need to be agreed upon by the parties involved.
3. Deny the resolution.

and

1. Forward the budget amendment to City Council as presented with a recommendation for approval.

2. Forward the budget amendment with changes to City Council with a recommendation for approval.
3. Deny the budget amendment.

Recommendation

Staff recommends that the City Council approve the attached resolution authorizing and approving an agreement with Preston Jackson (Exhibit E) and budget amendment revising the annual budget ordinance for the King Park Public Art Project.

Prepared by:

Christina McClelland, Public Arts Coordinator

Attachments: Exhibit A: Preston Jackson Letter of Interest
Exhibit B: Preston Jackson Resume
Exhibit C: Preston Jackson Selected Work Samples
Exhibit D: King Park Public Art Request for Qualifications
Exhibit E: A Resolution Authorizing and Approving an Agreement with Preston Jackson for Public Art Design Services

PRESTON JACKSON

11320 N. Hickory Woods Court
Dunlap, IL 61525

309-657-6808

www.prestonjacksonart.com

pjacks@saic.edu

Letter of Interest and Qualification for Martin Luther King, Jr. Park Project

I have completed numerous commissions for both public and private clients, and I also have created a large body of personal work, primarily on the subject of our history. To commemorate the 100th anniversary of the founding of the NAACP, two 14' X 4' X 2' cast bronze columns depicting the events and aftermath of the Springfield Race Riot of 1908 were dedicated in Springfield, Illinois. A Decatur, Illinois sculpture "From the Cottonfield to the Battlefield" memorializes Abraham Lincoln's decision to permit African American soldiers to fight in the Civil War in a cast bronze relief mounted on a granite pillar. The piece shows the progression of African Americans from slavery to citizenship through serving in the Union Army. In 2008 I created a 28-foot stainless steel and cast bronze piece on the subject of the Underground Railroad in Peoria, Illinois.

Although much of my commissioned work is comprised of large-scale pieces, I have also created commissioned sculptures of lesser cost for various clients, including the Museum of Science and Industry in Chicago, the Lincoln Financial Sculpture Walk and the College of Lake County. My personal work, which can be seen on my website, www.prestonjacksonart.com, is also primarily of smaller size and value. All of my sculptures are composed of durable, low maintenance, safe materials—I work in stainless steel and cast bronze on many of my public art pieces. The examples of my work included with this proposal highlight my bronze relief work. I have extensive experience creating engaging, durable public sculpture and working with architects, contractors, municipalities and committee members.

My ideas for the Martin Luther King, Jr. Park sculpture project deal directly with the experiences of Americans during and after the civil rights movement, acknowledging the legacy of Dr. King. Although hopefully everyone knows of Dr. King, this is an opportunity to educate the public regarding his activities and concepts, and to honor those who worked with him.

My intent is to maintain an overall simple design form that is esthetically interesting and clearly presented to the observer. The story of Dr. King and his work are first and foremost-- this public art piece should be a vehicle for our history which will help people understand both our past and the related social issues. As a teacher, I have made it my life's work to memorialize where we have been to help to educate our youth and illuminate the future.

I would suggest that the sculpture for the Martin Luther King, Jr. Park be a cast bronze relief with an array of figural images set upon a stainless steel structure. The stainless steel could also be fabricated into a representational image, possibly a bridge, to be interpreted both literally and symbolically. In my view, public art should be on the level of fine art, and yet remain highly accessible to individuals from all backgrounds, including children. Many people would never consider walking into an art gallery—but public art should speak to those people as well as to those with a trained eye for the fine arts. The proposed sculpture should contain strong design principles, and should be informative—it should stimulate peoples' interest. The overall fine art feel and accessibility of the piece would be achieved through design awareness, presentation, research and my personal connection to the subject. I appreciate your considering my work for this project.



Martin Luther King, Jr. Park Public Art Commission

PRESTON JACKSON IMAGE LIST

Image 1

"Acts of Intolerance" 2009 Two 12' X 4' X 2' Sections
Cast Bronze Monument Union Square Park, Springfield, IL Cost: \$275,000.

Image 2

"Acts of Intolerance" Detail 1 2009 Two 12' X 4' X 2' Sections
Cast Bronze Monument Union Square Park, Springfield, IL Cost: \$275,000.

Image 3

"Acts of Intolerance" Detail 2 2009 Two 12' X 4' X 2' Sections
Cast Bronze Monument Union Square Park, Springfield, IL Cost: \$275,000.

Image 4

Cahokia Mounds Museum Building Façade & Doors 1991
Two 28' X 12' Cast Bronze Relief Sculptures Collinsville, IL Cost: \$180,000.

Image 5

"From the Cottonfield to the Battlefield" Side 1 2009 10' X 3 ½' X 2'
Granite and Cast Bronze Relief City of Decatur, Illinois Cost: \$150,000.

Image 6

"From the Cottonfield to the Battlefield" Side 2 2009 10' X 3 ½' X 2'
Granite and Cast Bronze Relief City of Decatur, Illinois Cost: \$150,000.

Image 7

"Bronzeville, A Moment in Metal" 2008 20' X 12'
Stainless Steel and Bronze Relief McCormick Place West, Chicago Cost: \$140,000.

Image 8

"Knockin' on Freedom's Door" 2008 30' x 6' X 3'
Stainless Steel & Cast Bronze Relief Peoria, Illinois Civic Center Cost: \$150,000.

Image 9

"Knockin' on Freedom's Door" Detail 2008 30' x 6' X 3'
Stainless Steel & Cast Bronze Relief Peoria, Illinois Civic Center Cost: \$150,000.

Image 10

Memorial Bust of Martin Luther King, Detail 2001 18" H x 16" W x 14"D
Cast Bronze Danville, Illinois Cost: \$30,000

PRESTON JACKSON

11320 N. Hickory Woods Court
Dunlap, Illinois 61525

309-657-6808

309-693-3206

Websites: www.prestonjacksonart.com www.artic.edu/~pjacks
email pjacks@artic.edu PJMJ0001@aol.com

EDUCATION: BFA, SOUTHERN ILLINOIS UNIVERSITY
MFA, UNIVERSITY OF ILLINOIS

- ❖ REGIONAL EMMY AWARD, HOST OF “LEGACY IN BRONZE—FRESH FROM JULIEANNE’S GARDEN”
- ❖ 1998 LAUREATE OF THE LINCOLN ACADEMY OF ILLINOIS

MEDIA: CAST BRONZE AND STEEL SCULPTURE, PAINTING

PROFESSIONAL EXPERIENCE:

- ❖ 2009-Present Visiting Artist, Bradley University
- ❖ 2008-Present Professor Emeritus, Sculpture Department, School of the Art Institute of Chicago
- ❖ 1989 - 2008 Sculpture Professor, Head of the Figurative Area, School of the Art Institute of Chicago
- ❖ 1994 - 1996 Chair, Sculpture Department, School of the Art Institute of Chicago
- ❖ 1972 - 1989 Professor - Sculpture, Painting and Drawing, Western Illinois University
- ❖ 1971 - 1972 Instructor - Drawing and Painting, Millikin University

PUBLIC SCULPTURE:

- ❖ 1908 Springfield Race Riot Sculpture, Springfield, Illinois 2009
 - Cast Bronze Monument
- ❖ “From the Cottonfield to the Battlefield”, City of Decatur, Illinois 2009
 - Granite and Cast Bronze Relief
- ❖ “Knockin’ on Heaven’s Door”, Peoria Civic Center, Peoria, Illinois 2008
 - Stainless Steel and Cast Bronze Relief
- ❖ Aurora Public Art Commission, Aurora, Illinois 2008
 - Cast Bronze Figure on Stainless Steel Bench
- ❖ “A Need to Remember”, 69th Street Station, Chicago Transit Authority, Chicago 2007
 - Stainless Steel and Cast Bronze Relief
- ❖ “Bronzeville, A Moment in Metal”, McCormick Place West, Chicago 2007
 - Stainless Steel and Cast Bronze Relief

- ❖ City of Chicago 2006
 - Cast Bronze Sculpture of Irv Kupcinec
- ❖ Lincoln Financial Sculpture Park – Riverwalk, Hartford, CT 2006
 - “Toward Union Lines” and “Emancipation”, Cast Bronze
- ❖ Village of Maywood, IL 2006
 - Cast Bronze Bust of Fred Hampton
- ❖ Northwestern University, Chicago
 - “Dr. Dan”, Bronze Bust of Daniel Hale Williams
- ❖ Brookgreen Gardens, South Carolina
 - Medallion for 50th anniversary *Brown v. Board of Education*,
- ❖ City of Chicago, Brainerd Library
 - Stainless Steel and Cast Bronze Relief of Gwendolyn Brooks
- ❖ Disney, ESPN Zone, Chicago, Illinois
 - “Let’s Play Two”--Ernie Banks Relief Sculpture, Cold Cast Bronze
- ❖ City of Danville, Illinois
 - Martin Luther King Memorial Bronze Bust
- ❖ Fire Training Academy, Peoria, Illinois
 - Stainless Steel and Cast Bronze Memorial Sculpture
- ❖ Champaign Public Library, Champaign, Illinois
 - Stainless Steel & Cast Bronze Sculpture Memorial of Frederick Douglass
- ❖ Private Commission donated to the City of Peoria
 - “Our Town”, Cityscape, Painted Steel
- ❖ University of Illinois, Champaign, Illinois
 - “Animal Dignity”, Stainless Steel Exterior relief sculpture
- ❖ Cahokia Mounds Museum, Cahokia Mounds, Illinois
 - Cast Bronze Building Facade and Entry and Exit Doors
- ❖ City of Peoria, Illinois
 - “Jean Baptiste Point du Sable” – Life size cast bronze city monument

REFERENCES:

Elizabeth L. Kelley, Curator of Public Art, City of Chicago
 312- 742-1160 elizabeth.kelley@cityofchicago.org

Paul Klein, Publisher of “Art Letter”
 773-227-7773 paul@chicagoartfoundation.org

Rena Church, Director/Curator, Aurora Public Art Commission
 630-906-0654 rchurch@aurora-il.org



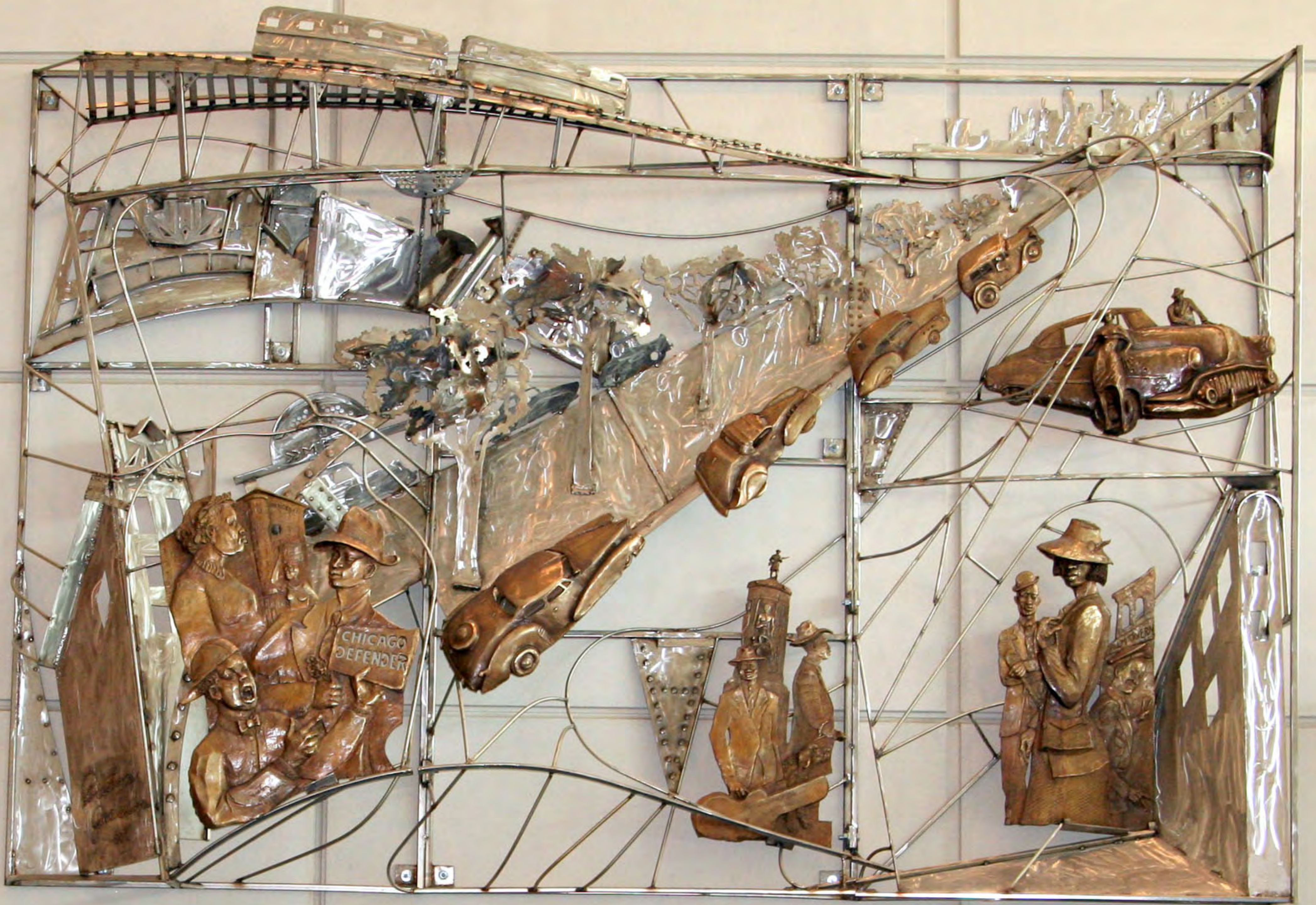




















DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

Urbana Public Arts Program: Boneyard Beautification Project

Request for Qualifications: Martin Luther King, Jr. Park Project

Overview

The City of Urbana, IL and the Urbana Public Arts Commission seek to commission an artist or artist team to create a unique sculpture, interactive artwork, or art installation for Martin Luther King, Jr. Park in Urbana. While his individual likeness cannot be used in this project, the project should honor the legacy of Dr. King's work and ideas. The completed artwork will help promote the park as an amenity for the local neighborhood and school, as well as provide an attraction for residents of Urbana and Champaign County.

Program Goals

- Beautify and improve King Park and the city streetscape
- Honor the legacy of Dr. Martin Luther King, Jr's work and ideas.
- Integrate public art into the neighborhood and park environment, creating a sense of place and purpose, and promoting tourism and commerce.
- Beautify and improve the city streetscape.
- Preserve and commemorate local and multicultural traditions and histories.
- Provide opportunities for local and national, established and emerging artists in Urbana and Champaign County.
- Enrich the lives of Urbana residents and visitors.

Site Description/Context

Martin Luther King, Jr. Park is approximately six acres in size and is considered a "gateway" park as it is located along the Lincoln Avenue corridor connected to Interstate 74. Lincoln Avenue is considered the formal entrance into Urbana. The community park was acquired in 1967 and contains the Jettie Rhodes Pavilion, a multi-aged playground, picnic shelter, bicycle/pedestrian path, tennis courts and open play fields. King Park is located adjacent to Martin Luther King, Jr. Elementary School and is connected via trails to the school site. Teachers and students use the park for educational and recreational purposes. Both North Harvey and North Gregory Drive are located north and south of the park and terminate into the park site providing additional entrances into the park. King Park is also located within a residential context, integrated into one of Urbana's oldest neighborhoods. The site of the artwork may be determined by the artist in consultation with City staff and Urbana Park District staff.

Budget

Total budget for the public art project is \$50,000. Funds must cover all costs, including design fees, travel, materials and fabrication, engineering, shipping, insurance, and all costs relating to completion and installation of the project(s). All project funds must be expended by December 31, 2013.

Timeline:

- RFQ Released: January 26, 2012
- Applications Deadline: 5:00 PM, Wednesday, March 14, 2012
- Selection Panel Review: April 11-12, 2012
- Approval by Urbana Public Arts Commission: May 8, 2012
- Artist(s) Notification: May 2012
- Contract Preparation and Finalization: May 2012
- Artist(s) work with City staff, Urbana Park District staff, and community to develop project: June 2012 - Spring 2013
- Completion and installation of project: Summer 2013

To Apply

Applications must be received by **5:00 PM CST on March 14, 2012**. Unfortunately, we cannot accept applications by e-mail.

Mail or hand deliver applications to: Martin Luther King, Jr. Park RFQ
Attn: Christina McClelland, Public Arts Coordinator
City of Urbana, Community Development
400 South Vine Street
Urbana, IL 61801

Submission Requirements

PLEASE DO NOT SEND ORIGINAL ARTWORK. To be considered, submit the following as one set of hard copies, as well as PDF files on a data CD-ROM. Place all submission materials in a 9" x 12" envelope.

- Application Cover Sheet
- Letter of Interest: state your interest and qualification for the project. Include a brief statement of your work interests and process, and how you would consider proceeding with this project if selected.
- Current professional resume(s) or curriculum vitae.
- Include up to 10 digital images of work. Submit images on a CD as individual JPEGs, no PowerPoint. Each image should be no larger than 1 MB, 1920 x 1920 maximum dimensions at 72 dpi. Files should be labeled as follows: "lastname_firstname_01.jpg," i.e. "smith_jane_01.jpg."
- Image identification sheet with file numbers corresponding to image title, year completed, dimensions, medium, and site, description, and budget (if applicable).

Artist Selection Criteria and Process:

Criteria:

- Demonstration of artistic quality in past work, particularly relating to public art. This includes issues of durability, fabrication, and environmental factors.
- Experience, success, and/or interest in creating public artworks, as well as consulting with local community stakeholders in development of public art projects.
- Ability to accomplish project goals.

A temporary selection panel will be created to review submissions and recommend an artist/artist team for approval by the Urbana Public Arts Commission. The panel will be composed of City staff, members of the Public Arts Commission, Urbana Park District staff and professionals with experience and knowledge of the City of Urbana and the field of public art. The Urbana Public Arts Commission will approve the final recommendation from the Selection Panel.

Notification:

Finalists will be notified of selection by mail and e-mail.

NOTE: THE CITY OF URBANA PUBLIC ARTS PROGRAM AND SELECTION PANEL RESERVE THE RIGHT TO REJECT ANY PROPOSALS, TO WAIVE PROPOSAL INFORMALITIES, OR TO TERMINATE THE SELECTION PROCESS AT ANY TIME FOR ANY PROJECT.

All materials must be received by March 14, 2012. Contact Christina McClelland with any questions.

Christina McClelland, Public Arts Coordinator
Community Development Services, City of Urbana
400 S. Vine St.
Urbana, IL 61801
Phone: (217) 384-2311
Fax: (217) 384-0200
Email: cmmcclelland@urbanaininois.us

Attachments

- Exhibit A: Application Cover Sheet
- Exhibit B: King Park Trail Layout
- Exhibit C: King Park Trail Layout Aerial Map
- Exhibit D: King Park photos



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

Urbana Public Arts Program: Boneyard Beautification Project

**Request for Qualifications:
Martin Luther King, Jr. Park Project**

Application Cover Sheet

Name _____

Address _____

City, State, Zip _____

Phone _____

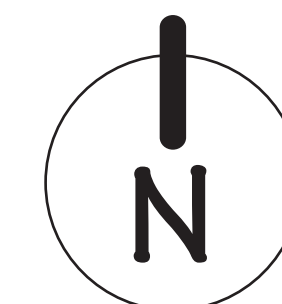
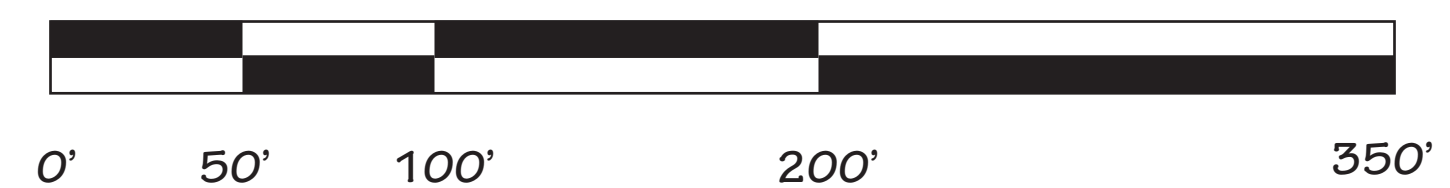
E-mail _____

Website _____

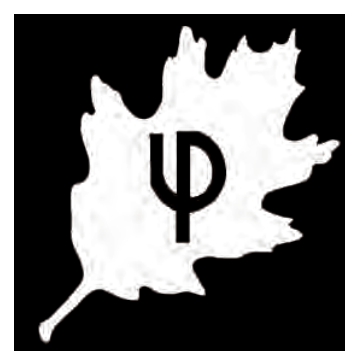


KING PARK TRAIL LAYOUT
PRELIMINARY PLAN

URBANA PARK DISTRICT
901 BROADWAY AVE.
URBANA, IL 61801
www.urbanaparks.org



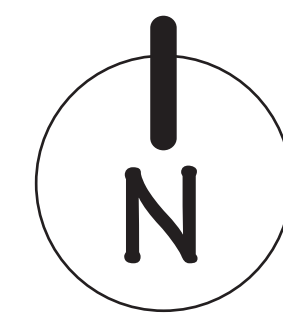
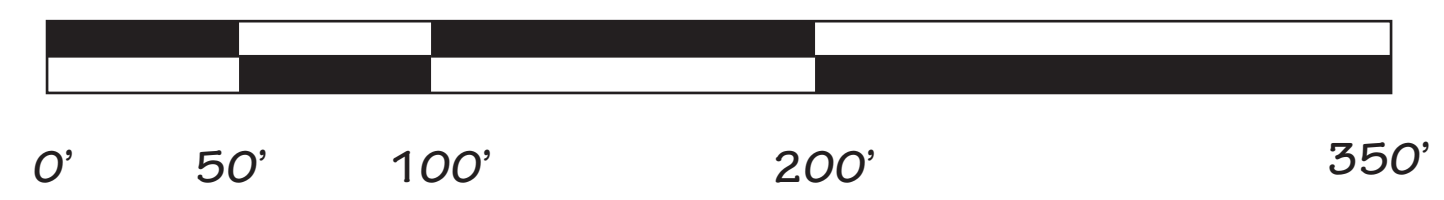
SHEET:
1 OF 1



KING PARK TRAIL LAYOUT

Aerial Map

URBANA PARK DISTRICT
901 BROADWAY AVE.
URBANA, IL 61801
www.urbanaparks.org



SHEET:
1 OF 1

Exhibit D: King Park photos



Exhibit D: King Park photos



RESOLUTION NO.

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH PRESTON JACKSON FOR PUBLIC ART DESIGN SERVICES

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

Section 1. That an Agreement Between the City of Urbana, Illinois, and Preston Jackson, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and 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 _____, 2013.

AYES:

NAYS:

ABSTAINS:

Phyllis Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 2013.

Laurel Lunt Prussing, Mayor

Attachments: Exhibit A: Agreement for Public Art Design Services between the City of Urbana and Preston Jackson

Public Art Design Services Agreement

This **AGREEMENT FOR PUBLIC ART DESIGN SERVICES** (together with all Exhibits, hereinafter the “Agreement”) is made and entered into as of this ____ day of ____, 2013, by and between the CITY OF URBANA, (hereinafter the “City”, an Illinois municipal corporation whose principal office is located in Champaign County, Illinois and Preston Jackson (hereinafter the “Artist”) whose principal office is located at 11320 N Hickory Woods Court, Dunlap, IL 61525.

WITNESSETH:

WHEREAS, the City Council has determined that it is in the public interest to support public art; and

WHEREAS, the City desires to obtain public art design services in connection with the development of a design for public art elements to be installed at King Park (“site”); and

WHEREAS, Artist is in the business of creating original works of art; and

WHEREAS, the Artist was selected by the City through a Request for Qualifications process by the City to design and develop public art elements for the Project; and

WHEREAS, the City desires to enter into an agreement with Artist to fully develop a design of artwork in anticipation of fabrication and installation of it.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

1. Scope of Services. The Artist shall provide design services (the “Services”) and deliverables (“Deliverables”) as set forth in Exhibit A, which is hereby incorporated by reference into this Agreement. The Services shall result in Deliverables embodying a final design (the “Design”) including, but not limited to, a plan for fabrication and installation.

2. Schedule of Performance. The Public Art design services shall be completed and submitted within the time periods defined in the detailed Scope of Services attached as Exhibit A.

3. Extension of Time. The City agrees to grant extensions of time to the Artist in the event that there is a delay caused by the City, or pursuant to those circumstances set out in Section 20 of this Agreement. Extensions of time shall comply with the requirements of Section 18 of this Agreement.

4. Compensation. The City agrees to pay Artist \$6,000 as set forth in Exhibit B.

5. Representations and Warranties. Artist represents and warrants that the services rendered pursuant to this Agreement shall result in an original Design that, to the best of Artist's knowledge, does not infringe on any third party intellectual property rights. The City shall make available for Artist's examination and use all information regarding the Site and Project, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records and other information pertinent to Artist's performance under this Agreement, at no cost to Artist. Where appropriate, the City shall direct their Design Team (ie. engineers, landscape architects, and other design professionals) to work in cooperation with Artist to fully develop the design and fabrication and/or installation plans for the Public Art. Further, the City shall provide its reviews and approvals of Artist's public art designs in a prompt and timely manner.

6. Design Approval Process. It is anticipated that the design and development approval process shall be in phases, all of which is more fully set forth in Exhibits A and B relating to "deliverables." The preliminary concept must be approved by the Urbana Public Arts Commission. Upon approval of the final design by the Community Development Services Director, the Urbana Public Arts Commission and the Artist shall negotiate an addendum to this Agreement to provide for commission and fabrication of the final piece. This addendum must be approved by the Urbana Public Arts Commission and the Urbana City Council.

7. Transfer of Title. Simultaneous with Artist's receipt of the final payment, Artist shall transfer title to the Deliverables to the City. The approved design concept submitted to the City under this agreement and the resulting Artwork will be the sole property of the City and subject to the provisions of the Visual Artists Rights Act of 1990. The design concept may be used for exhibition purposes.

8. Copyright Ownership. Artist retains all copyrights in the design and any plans, drawings, model, and the like prepared by the Artist pursuant to this agreement. The Artist is responsible, at his/her option, for registering any copyrightable material in his or her name with the U.S. Register of Copyrights, at no additional cost to Client.

9. Publicity and Public Information: The City may inform the general public about the Artwork by issuing news releases and news stories. In addition, the City may provide information to persons interested in learning more about the Artist. The City will have no liability for errors or omissions in any publications.

10. Motion Pictures, Television Productions, and Photographs: The Artist grants the City a perpetual license which allows, without limitation, the Artist's Artwork to be included in any motion picture, television production, photographs (to be used on the City website or in City promotional materials), taken at the Location, or in any other media promoting the City or its activities. No further and additional consideration shall be remitted to the Artist for said license. Such license grants to the City an irrevocable license to graphically depict the Work in any non-commercial manner whatsoever. For the purposes of this Agreement, the graphic depiction of the Work on materials

designed to promote the City or its services or shall be deemed to be non-commercial use. In addition, the Artist grants a perpetual license to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world. Such exhibitions will be for non-commercial purposes only and will credit the City as owner of the Work and Artist as creator of the Work.

11. Alterations of Site or Removal of Artwork:

- a. The City shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the City, the Artist may disavow the Artwork or have the Artwork returned to the Artist at the Artist's expense. If the City and Artist agree that the Artwork can be included in the alteration of the Site with modifications, parties agree to negotiate fair compensation for Artist's services to appropriately and adequately modify the Artwork to meet new site conditions.
- b. The Artwork may be removed or relocated or destroyed by the City pursuant to the Visual Artists Rights Act of 1990, should the Artist and the City not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed 90 days after written notice to the Artist. During the 90 day period, the Parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.
- c. If the City reasonably determines that the Artwork presents imminent harm or hazard to the public, other than as a result of the City's failure to maintain the Artwork as required under this Agreement, the City may authorize the removal of the Artwork without the prior approval of the Artist.
- d. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

12. Indemnification.

- a. The Artist shall indemnify and hold harmless the City, its officers, and employees from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the Artist arising out of or in any way connected with the Artist (or Artist's officers, employees, agents, volunteers and sub-contractors, if any) performance or failure to perform under the terms of this agreement.

- b. The City shall indemnify and hold harmless the Artist from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the City arising out of or in any way connected with the City's (or City's officers, employees, agents, volunteers and sub-contractors, if any) performance or failure to perform under the terms of this agreement.

13. Independent Contractor. Artist is furnishing his/her services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

14. Modification. Any modification of this Agreement shall be in writing and signed by all the parties.

15. Termination. Either party may terminate this Agreement effective on the 10th day after written notice is delivered to the other party delivered by certified mail or in person. Termination of this Agreement shall be without prejudice to any obligations or liabilities or either party accrued prior to such termination.

16. Death or Incapacity of Artist. Should the Artist become ill, disabled, injured, or otherwise incapacitated at any time between the execution of this Agreement and the date of completion, the Artist or one of his representatives will notify the City promptly. In the event of Artist's physical incapacity or death prior to the completion of the Agreement, all payments made up to the point of incapacity or death will be retained by Artist or Artist's estate and all work performed to date of incapacity or death will be compensated. If the Design is substantially completed and it is feasible for the work to be fully completed without undue delay, the City may elect to proceed under the terms of this Agreement with the written consent of Artist's estate. In the event that the City elects to proceed with the completion of the Design, and/or a commission of the Artwork, all remaining work to be completed in accordance with this Agreement will be delegated to Artist's studio personnel.

17. Force Majeure. The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond the control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than one (1) year has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

18. Non-assignability. Artist will not assign, transfer or subcontract the creative and artistic portions of the Design or the Artwork to another party without the prior written consent of the City.

19. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions will remain in effect.

20. Compliance: The Artist agrees to abide by and be governed by all applicable federal, state, and local laws or regulations as said laws and regulations exist and are amended from time to time. Failure to comply with this provision will be considered a breach of this Agreement. In entering into this Agreement, City does not waive the requirements of any City or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct business or activity contemplated by the Artist.

21. Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without reference to conflicts of laws principles. The parties hereby agree that the State and Federal Courts of Champaign County and the State of Illinois shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement or any matter arising therefrom or relating thereto. Each Party agrees to service of process through the procedure defined in Section 25.

22. Notices. All notices, requests, and reports required under this Agreement will be hand delivered or sent by certified mail as follows:

For Artist: Preston Jackson
11320 N. Hickory Woods Court
Dunlap, IL 61525

For the City: Public Arts Coordinator
Community Development Services
City of Urbana
400 S. Vine Street
Urbana, IL 61801

Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is transmitted to recipient, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices and reports will be delivered is effective when the other party has received notice of the change by certified mail.

This provision is not applicable to “Deliverables” required under Exhibit A of this agreement, which may be provided electronically.

23. Dispute Resolution. In the event of any disputes arising from the terms of or performance under this Agreement, the parties shall first attempt resolution through good faith discussion and/or mediation. For disputes and differences of opinion

regarding aesthetic matters, the dispute will be presented to the Urbana Public Arts Commission for recommendation. If discussion and/or mediation do not resolve the dispute(s), the parties may resort to litigation and equitable relief to resolve disputes that still exist after good faith discussion and/or mediation. In addition, either party may seek equitable relief (injunction and/or specific performance) at any time when immediate enforcement or cessation of performance under this Agreement is required to avoid foreseeable damages to relief-seeking party's interests, including but not limited to intellectual property interests.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both parties.

25. Non-waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

26. Execution by Counterpart and Facsimile. This Agreement may be executed in counterpart and by facsimile.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

CITY OF URBANA

By: _____

MAYOR

Date: _____

ARTIST

By: _____

ARTIST

Date: _____

ATTEST:

CITY CLERK

Date: _____

ATTACHMENTS:

EXHIBIT A: DESIGN SERVICES & DELIVERABLES

EXHIBIT B: PAYMENT SCHEDULE

EXHIBIT C: WORKERS' COMPENSATION

EXHIBIT D: PROJECT SCHEDULE

EXHIBIT A: DESIGN SERVICES & DELIVERABLES

DESIGN SERVICES

1. **Scope of Services.** The Artist will perform the following "Services", which include all other obligations required of the Artist by this Agreement, in a satisfactory and proper manner as determined by the City:
 - a. **Design/Consultation Services.** The Artist will work in collaboration with City staff, Urbana Park District staff, community stakeholders, and project personnel to gather information, share ideas, and identify themes or concepts for the for the **Martin Luther King, Jr. Park Public Art Project (the "Project")**. The Artist will conduct independent research as necessary to develop concepts and opportunities for the integration of artwork into the Project and will influence the overall Project design and strive to integrate art ideas into the Project. The Artist will work within the constraints of the right-of-way, easements, timeline and established project alignment to maximize resources wherever possible to impact the Project. The Artist will meet with the various community groups associated with the Project to listen to concerns, consider their interests, and gather Project information and foster communication. The Artist will develop a written description and appropriate visual materials to explain and illustrate the artwork concepts, site selections, and materials, which will comprise the artworks ("Work.")
 - b. **Approval.** The Work must be approved by the **Urbana Public Arts Commission**. The Artist will provide consultation through any City Department approval processes as may be required. Based on comments, the Artist will develop complete and detailed artwork proposal(s) that may be developed as stand-alone artworks.
 - i. Proposed works shall include:
 1. Detailed design drawing of the proposed artwork clearly indicating scale
 2. Written description of the artwork
 3. Written description of proposed materials with samples as appropriate
 4. Proposed artwork implementation budget.
 - ii. Artworks designed and fabricated by the Artist will be engineered and estimated through the Artist with the cost estimate including payment of all applicable local, state and federal taxes and costs of all labor and materials required to produce and install the artwork.
 - c. **Implementation of Designs.** Upon approval by the Urbana Public Arts Commission, an addendum for fabrication and installation of the Work by the Artist may be entered into following satisfactory completion of the Services under this Agreement.

DELIVERABLES

1. **Preliminary Concept:** Artist (in collaboration with City staff, Urbana Parks District Staff, and other design professionals as appropriate) shall submit to the City of Urbana a Preliminary Concept for the Artwork. The Artist will provide initial concepts, premises, themes, site selections and preliminary material considerations as products of this Phase. Such Concept Design(s) will be presented in reproducible format best suited to convey the concepts i.e. drawings, manipulated photographs, etc.

Preliminary Concept shall be submitted to the City of Urbana Public Arts Coordinator by April 29, 2013 for review by the King Park Public Art Project Committee and approval by the Urbana Public Arts Commission at their May 14, 2013 meeting.

2. **Final Design:** Artist (in collaboration with City staff, Urbana Parks District Staff, and other design professionals as appropriate) shall submit to the City of Urbana a Final Design for the Artwork detailing every physical feature of the construction of the Artwork and its integration with the Site.
 - a. Final Design shall include information sufficient to describe the Artwork in detail, including but not limited to:
 - i. Dimensioned drawings such as plan(s), section(s), elevation(s), site plans
 - ii. Structural considerations/engineer drawings for City staff or their designee to review
 - iii. Material samples
 - iv. Consultant reports/drawings/specifications if appropriate
 - v. Fabrication and installation budget, including artist fees
 - vi. Fabrication and installation schedule
 - vii. Installation narrative
 - viii. Maintenance requirements/instructions

Final Design shall be submitted to the City of Urbana Public Arts Coordinator no later than June 21, 2013 for review and approval by Community Development Services Director.

3. All deliverables will be provided in form easily printed and/or reproduced and suitable for distribution in 8 ½" X 11" format. Deliverables can be made in hard copy print or electronic format (PDF or JPEG).

EXHIBIT B: PAYMENT SCHEDULE

1. Compensation and Method of Payment.

- a. **Compensation for Design Consultation Services and Purchase of Design:** For the Artist's Services, the City agrees to pay the Artist up to a total of Six thousand (\$6,000) ("Compensation"). The Compensation includes any applicable taxes, which must be paid by the Artist. The Compensation constitutes full and complete compensation for the Artist's Services under this Agreement. Artist agrees that payment is based on mutually agreed upon lump sums and not an hourly rate. The City shall pay Artist's invoices within sixty (60) days following receipt of invoice. Parties anticipate addendum for additional services of \$69,000 for commission and fabrication of artwork upon design approval.*
- b. **Method of Payment:** The Compensation will be paid to the Artist in the following installments within a reasonable period of time after completion of the Services described below:

2. Payment Schedule:

- a. One thousand Dollars (\$1,000) following City Council approval and execution of this Agreement ("First Payment");
- b. Three thousand Dollars (\$3,000) upon approval of Preliminary Concept by Urbana Public Arts Commission ("Second Payment");
- c. Two thousand Dollars (\$2,000) upon approval of Final Design by Community Development Director ("Final Payment");

*Payment for the addendum will be outlined in provisions of the addendum.

EXHIBIT C: WORKERS' COMPENSATION

1. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

2. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself or herself for Worker's Compensation, the 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 require Worker's Compensation coverage.”

(Artist's signature)

(Print Artist's name)

EXHIBIT D: ANTICIPATED PROJECT SCHEDULE

1. **April 2, 2013:** Contract review and approval by Urbana Public Arts Commission
2. **April 15, 2013:** Contract review and approval by Urbana City Council
3. **April 15-26, 2013:** Artist initial trip to Urbana to meet with key stakeholders
4. **April 29, 2013:** Submittal of Preliminary Design to Public Arts Coordinator
5. **April 29-May 3, 2013:** Review of Preliminary Design by King Park Public Arts Project Committee
6. **May 14, 2013:** Approval of Preliminary Design by Urbana Public Arts Commission
7. **May-June 2013:** Submittal for Review and Approval of Final Design by Community Development Services Director
8. **July 9, 2013:** Approval of Addendum for Commission and Fabrication of Final Design by Urbana Public Arts Commission
9. **July 2013:** Approval of Addendum for Commission and Fabrication of Final Design by Urbana City Council
10. **July-September 2013:** Fabrication & Installation of Artwork
11. **December 31, 2013:** Installation of Artwork must be complete