



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Urbana Public Arts Commission

FROM: Christina McClelland, Public Arts Coordinator

DATE: February 9, 2012

SUBJECT: Urbana Sculpture Project Lease Extension

Background

The Urbana Sculpture Project began in 2010 with the installation of four sculptures: *Fanfare* by Shawn Morin at the Iron Post Courtyard on the corner of Race and Elm Streets, *Prism Arc V* by Carl Billingsley in front of the CVS on Philo Road, *Landing* by Cecilia Lueza on the corner of Philo Road and Florida Avenue, and *Bench 9* by Barry Hehemann adjacent to the Urbana Free Library on Green Street. The City entered into lease agreements with each of these artists to display their work for a period of two years. These leases will expire in May 2012.

Discussion

Fanfare, located in Downtown Urbana, was installed earlier than the other three sculptures. Therefore its lease is set to expire on February 22, 2012, while the leases of the other three sculptures will expire in May: *Prism Arc VI* on May 9, 2012, and *Landing* and *Bench 9* on May 21, 2012.

In order to coordinate the sculptures to the same leasing schedule, staff has worked with City legal staff to prepare the attached addendum (Exhibit A) to extend the display of *Fanfare* to May 22, 2012. As artists received a \$2,000 honorarium for the display of their work for two years per the original agreement (Exhibit A), the addendum has been written to compensate Mr. Morin an additional \$500 for the extended lease period outlined in the addendum. This \$500 can come out of the \$3,500 grant awarded to the Urbana Public Arts Program for FY11-12 by the Illinois Arts Council. Mr. Morin has agreed to these terms.

Recommendation

Staff recommends the Public Arts Commission review the attached addendum and approve the extension of the lease of *Fanfare* to May 22, 2012. The Public Arts Commission will also need to make plans for the Urbana Sculpture project beyond May of 2012. In the interest of keeping the number of subcommittees manageable, staff recommends the Downtown Arts subcommittee add this to their duties.

Attachments: Exhibit A: Addendum to An Agreement for Loan and Display of Sculpture
Exhibit B: Agreement for Loan and Display of Sculpture

ADDENDUM TO AN AGREEMENT FOR LOAN AND DISPLAY
OF SCULPTURE

WHEREAS the City of Urbana (hereafter simply "City"), and Shawn Phillip Morin (hereafter simply "Artist"), previously entered into an Agreement dated February 19, 2010 (hereafter "Agreement"), to provide for the loan of the sculpture presently located in the Iron Post Courtyard, an image of which is attached to the Agreement, and

WHEREAS, the parties desire to extend the terms of the Loan Agreement up to, and including, midnight on the 22nd day of May, 2012.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. All terms and provisions of the Agreement are hereby extended to, and including, May 22, 2012.

2. Upon approval of this Agreement by the Urbana City Council and the execution of the Addendum by the Community Development Director, the City shall pay to Artist, the sum of Five Hundred and 00/100ths Dollars (\$500.00).

Date: _____

Elizabeth H. Tyler, Director, Community
Development

Date: _____

Phyllis Clark, Clerk

Date: _____

Shawn Phillip Morin, Artist

Agreement for Loan and Display of Sculpture

THIS AGREEMENT FOR THE LOAN AND DISPLAY OF SCULPTURE (hereinafter the "Agreement") is made and entered into as of this 1st day of February, 2010, by and between the CITY OF URBANA, (hereinafter the "City", an Illinois municipal corporation whose principal office is located in Champaign County, Illinois and Shawn Phillip Morin (hereinafter the "Artist") whose principal residence/office is located at P.O. Box 302, Bowling Green, Ohio 43402.

WITNESSETH:

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

WHEREAS, in addition, the City has spent considerable time and funds in an effort to beautify the downtown area and Philo Road Corridor and established a Public Arts Program by Ordinance No. 2008-03-013 to enhance the streetscape further; and

WHEREAS, the Artwork, an image of which is attached as Attachment A has been chosen to be loaned by the City from the Artist for a temporary installation of Artwork on the City's property; and

WHEREAS, the Artist has accepted said loan and agrees to transport, install, and de-install the Artwork for public display within the City; and

WHEREAS, the Artwork provided by the Artist will be temporarily on view, free to the public, and displayed outdoors in the City; and

WHEREAS, the City and the Artist have agreed in principle to permit the Artist to place, in a location previously approved by the City, to install the Artwork at the Iron Post Courtyard location.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

Background Information

The City of Urbana plans to have high quality art on display in the Iron Post Courtyard ("Location"), located at 120 S. Race Street, Urbana, Illinois. The City of Urbana and the

Artist are entering into this Agreement in order to document the terms and conditions of their understanding for the loan of a piece of artwork for the Location.

Statement of Agreement

1. **Artwork:** The Artist has agreed to permit the City of Urbana to display the Artwork titled "Fanfare" (the "Artwork") and valued at \$15,000. A picture of the Artwork is attached hereto as Attachment A and incorporated by reference herein.
2. **Display of Artwork:** The City will display the Artwork at the Location for a period of two years commencing on February 19, 2010 and ending on February 22, 2012. A photograph of the exact location for the Artwork is attached hereto as Attachment B and incorporated by reference herein.
3. **Delivery and Installation of the Artwork:** Subject to the provisions of Section 8 of this Agreement, delivery and installation of the Artwork to the Location shall be paid for and arranged by the Artist in coordination with the City of Urbana Public Arts Coordinator. At the conclusion of the two (2) year term referenced in Section 2 of this Agreement, delivery of the Artwork back to the Artist shall be the responsibility of the Artist. Notice shall be sent to the Artist and if the Artist does not remove the Artwork within sixty (60) days of February 22, 2012, then the Artwork becomes the property of the City and the City may keep the artwork and store or dispose of it without further remuneration to the Artist.
4. **Insurance and Liability:** From the time the Artwork arrives at the Location until the sooner of (i) Artist removes the Artwork; (ii) it is sold; (iii) or the Artwork become the possession of the City, the City will provide property damage insurance for the Artwork in the amount of the market value (provided by the Artist in accordance with Section 1 of this Agreement), covering damage, destruction, theft or other casualty. The City will not be responsible to the Artist for any damage, destruction, theft or other casualty beyond the extent of the insurance coverage. Any additional insurance coverage shall be the responsibility of the Artist to obtain at the Artist's expense.

The Artist shall procure and maintain, during the Period of this Agreement:

- a) Commercial General Liability, with limits of not less than \$500,000, including but not limited to bodily injury, property damage, contractual, products and completed operations.

b) Workers Compensation Insurance on behalf of all employees who are to provide a service under this agreement; and Employers Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate and \$100,000 per employee per disease.

c) The required insurance policies shall name City of Urbana, Illinois as an additional insured, as their interest may appear on all policies except Professional Liability and Workers' Compensation under this Project.

d) Waiver of subrogation in favor of CITY on all policies except Professional Liability and Workers' Compensation.

e) The appropriate certificate of insurance is to be furnished to City of Urbana,

Attn: Public Arts Coordinator, Community Development Dept., 400 S. Vine St., Urbana, IL 61801, with the signed Agreement.

f) The Artist shall provide a thirty (30) calendar day notice of any insurance policy cancellation.

5. **Publicity and Public Information:** The City will inform the general public about the Artwork by issuing news releases and news stories. In addition, the City will provide information to persons interested in purchasing the artwork or learning more about the Artist. The City will have no liability for errors or omissions in any publications.
6. **Information from the Artist:** Prior to the date of this Agreement, the Artist shall provide the City market value of the Artwork so adequate insurance coverage can be provided. Upon delivery of the Artwork to the Location, the Artist will provide biographical information and an address and phone number for distribution to prospective buyers.
7. **Requests for Purchase Information and Purchase:** The City will provide in response to inquiries all such written information (price, artist information, etc.) that has been provided by the Artist. During the time the Artwork is on display in the Location, the City will act as an agent for the Artist. If the Artwork is sold during the term of this Agreement or within six (6) months thereafter, the City will be entitled to a 10% commission.
8. **Honorarium, Moving and Installation Fees:** The City will pay the Artist an Honorarium of \$2,000 for the loan of his/her Artwork. \$1,500.00 will be paid

within two weeks of delivery of the Artwork. \$500.00 will be paid upon removal of the Artwork from the Location.

In addition, the City will pay the Artist a fee of \$1,000.00 for moving the Artwork to the Location and installing it there provided all such installation costs shall be at the sole expense of the Artist. This fee will be paid within two weeks of the installation of the Artwork in the Location.

If the City should decide to purchase the Artwork during the term of this Agreement, it will receive a credit on the purchase price in the amount it has already paid to the artist for an honorarium.

9. **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, 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. 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.
10. **Indemnification:** The Artist shall pay on behalf of or indemnify and hold harmless the City 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 (this section will remain in effect beyond the Loan Period of the Agreement).
11. **Assignment:** The Artist is not permitted in any manner to assign its rights or obligations under this Agreement, and any purported assignment will be void.
12. **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.

13. **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.

TOTAL AGREEMENT: This Agreement, including its special conditions, if any, and attachments, represents the whole and total agreement of the parties. No modifications or amendments may be made to this Agreement unless made in writing, signed by both parties, and approved by appropriate action of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

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: *Paul Puz*
MAYOR
Date: 2/22/10

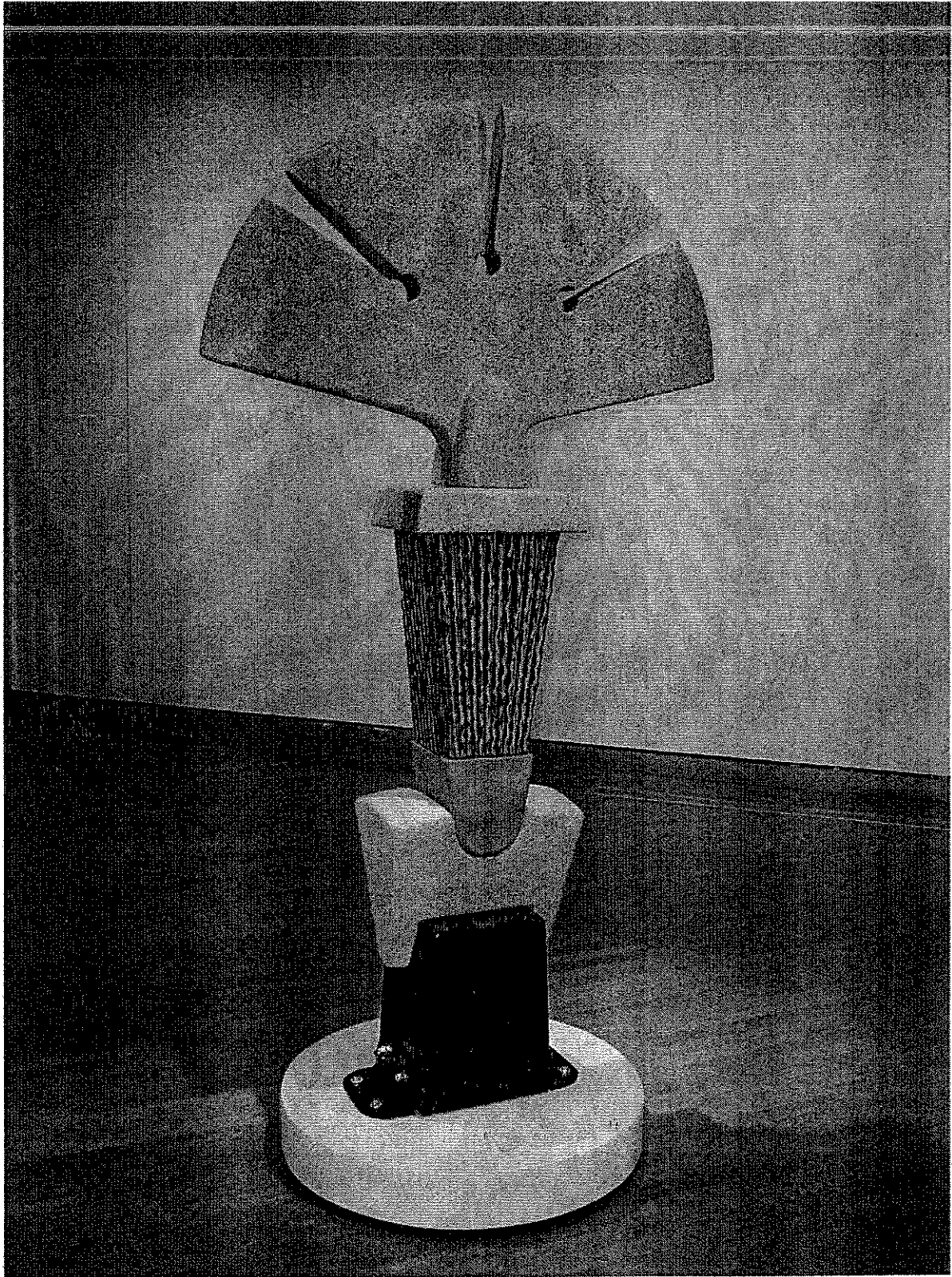
ARTIST

By: *[Signature]*
ARTIST
Date: 2-17-10

ATTEST:

Phyllis D. Clark
CITY CLERK by *[Signature]*
Date: 2/22/10

Attachment A



Attachment B

