



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, ^{CAK} FAICP, Director, Community Development Services

DATE: October 10, 2013

SUBJECT: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH THE URBANA PARK DISTRICT (Sculpture in Martin Luther King Park)

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 within King Park to commemorate the life and legacy of Dr. Martin Luther King, Jr. 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.

Since late 2011, City staff and the King Park Public Arts Commission subcommittee have worked closely with the Urbana Park District to identify a qualified artist to design a suitable public art installation for the park through a Request for Qualifications (RFQ) process. After the originally selected artist requested to withdraw from the project, Preston Jackson, a visual artist from Illinois, was selected by the Public Arts Commission to serve as the appointed artist to design a public art piece for King Park. An agreement for design services with Mr. Jackson was recommended by the Public Arts Commission and approved by City Council at the April 15, 2013 meeting. Also approved at that meeting was a budget amendment allocating an additional \$30,000 in Tax Increment Finance District Three (TIF 3) funds for the project, increasing the total budget for the project to \$80,000. Following the submission of a preliminary concept and final design by Preston Jackson, an addendum for the fabrication of the sculpture was approved by City Council on June 17, 2013. That addendum allocated the remaining budgeted funds for the project and included a project budget/payment schedule related to the fabrication of the piece.

As this piece will be installed at Martin Luther King Park, the Public Arts Commission and City staff have been working closely with the Urbana Park District since the inception of this project. Staff from both the City and the Park District agree that because the piece will be located on Park District property and because the Park District regularly provides for care and maintenance of other sculptures in its collection, it makes sense for the Park District to have final ownership and maintenance responsibility for the piece to be fabricated by Preston Jackson. The attached resolution and accompanying agreement (Exhibit A) provides for the transfer of ownership of the sculpture from the City to the Park District.

Discussion

There are several key provisions in the agreement. The main provision is that the City will transfer all ownership rights in the sculpture to the Park District, which shall assume all responsibilities related to care and maintenance of the piece. Again, as the piece will be located on Park District property and because the Park District provides for care and maintenance of a number of public art pieces (having specific expertise in this area), the Park District is well positioned to own, care for, and maintain the piece.

Another provision in the attached agreement is that the City will bear any costs associated with installation. Transportation costs for the piece are being covered by the City as part of the approved agreement with Preston Jackson and are part of the existing project budget. The park district has agreed to prepare the site, including earthwork and the concrete base for the piece. The Park District is also renting the necessary equipment to carry-out the installation. No additional installation costs for the City are anticipated at this time.

The attached agreement was reviewed and approved by the Urbana Park District Board of Commissioners at their regular meeting on August 22, 2013. City Council is asked to confirm this agreement through their approval.

Fiscal Impact

The total approved budget for the project is \$80,000 in TIF 3 funds. Those funds are committed to the artist for design and fabrication of the piece through the design services agreement and the addendum commissioning the fabrication of the piece. The only new obligation created by the attached agreement is the commitment to cover installation costs. As the site work/equipment rental costs are being covered by the Park District, and the transportation costs are being covered by the City as part of the approved agreement with the artist, no additional installation costs are anticipated.

Options

1. Approve the attached resolution.
2. Approve the resolution with changes. It should be noted that any changes will need to be agreed upon by the Urbana Park District.
3. Deny the resolution.

Recommendation

Staff recommends that the City Council approve the attached Resolution authorizing and approving an agreement with the Urbana Park District.

Prepared by:



Tom Carrino, Economic Development Manager

Attachments: Exhibit A: A Resolution Authorizing and Approving an Agreement with the Urbana Park District

RESOLUTION NO. 2013-10-051R

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH THE
URBANA PARK DISTRICT
(Sculpture in Martin Luther King Park)

WHEREAS, the City of Urbana, Illinois (hereafter simply "City"), and the Urbana Park District (hereafter simply "Park District"), have jointly pursued an effort to create a design for a Work of Art and install it in the Martin Luther King Park, and

WHEREAS, the joint effort has resulted in agreement of the parties regarding the design of the Art Work and Preston Jackson, the Artist, has been commissioned to fabricate the Art Work and deliver it to the parties, and

WHEREAS, the City and Park District have reached an understanding regarding the care and maintenance of the Art Work upon its installation in Martin Luther King Park and desire to reduce their agreement to writing:

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

Section 1. That an Agreement Between the Urbana Park District and the City of Urbana, Illinois, 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

AGREEMENT BETWEEN THE URBANA PARK DISTRICT AND THE CITY OF URBANA
(SCULPTURE IN MARTIN LUTHER KING PARK)

WHEREAS, the City of Urbana, Illinois (hereafter simply "City"), and the Urbana Park District (hereafter simply "Park District"), have jointly pursued an effort to create a design for a Work of Art and install it in the Martin Luther King Park, and

WHEREAS, the joint effort has resulted in agreement of the parties regarding the design of the Art Work and Preston Jackson, the Artist, has been commissioned to fabricate the Art Work and deliver it to the parties, and

WHEREAS, the City and Park District have reached an understanding regarding the care and maintenance of the Art Work upon its installation in Martin Luther King Park and desire to reduce their agreement to writing:

NOW THEREFORE in consideration of mutual promises herein, the parties agree as follows:

1. That the Art Work when fabricated and delivered shall be installed in Martin Luther King Park under the supervision of the Park District, provided that the City has been advised, and has agreed in advance, to any costs associated with installation, such costs shall be borne by the City.
2. Before installation, the City shall transfer all ownership rights in the Art Work to the Park District and the Park District shall assume all responsibilities for the care and maintenance of the Art Work.
3. The Park District recognizes that in the attached agreement, the City has undertaken certain contractual obligations to the Artist relating to the Artist's

rights under the Federal Visual Artists Right Act. It is agreed that the obligations of the City set forth therein are hereby assigned to the Park District, and the Park District assumes full responsibility for the performance of such.

CITY OF URBANA

By: _____
MAYOR

Date: _____

URBANA PARK DISTRICT

By: [Signature]
Board President

Date: 9/3/13

Witness: [Signature]
Secretary

ATTEST:

CITY CLERK

Date: _____

The undersigned consents to the assignment of the City obligations under the attached contract to the Park District. By consenting to this assignment, the Artist also agrees that both the City and Park District shall have the rights set forth in paragraph 10 of the agreement respecting display and promotion of the Art Work.

ARTIST

Artist

Date: _____