

VILLAGE OF LOMBARD

REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____
Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____

X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: May 9, 2006

(B of T) Date: May 18, 2006

TITLE: Downtown Public Art Program - 211 W. St. Charles Road (Fifth Third Bank)

SUBMITTED BY: The Economic and Community Development Committee through the Department of Community Development

BACKGROUND/POLICY IMPLICATIONS:

The Economic and Community Development Committee through the Department of Community Development transmits for your consideration a request for the Village to take the following actions:

1. Motion authorizing \$13,000 in Downtown TIF funds for the purchase of artwork known as "A Penny A Day".
2. Resolution authorizing the signatures of President and Clerk on an Agreement for the creation of the artwork known as "A Penny A Day".

The Economic and Community Development Committee recommended approval of this request.

Please place this item on the May 18, 2006 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X

Finance Director X

Village Manager X

Date

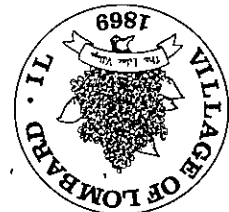
Date

Date

5/10/06

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon.

Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William J. Mueller, President and Board of Trustees

FROM: David A. Huliseberg, Director of Community Development *Deff*

DATE: May 18, 2006

SUBJECT: Downtown Public Art Program – 211 W. St. Charles Road (Fifth Third Bank)

BACKGROUND

In May 2005, a Downtown Public Art Program was established per the actions of the Economic and Community Development Board of Trustees. This program allows works of art to be placed throughout the Downtown TIF and St. Charles Road TIF 1 West Districts. There is no limit on either the maximum project cost or the share of costs to be borne by the Village.

PROPOSAL

At their May 2, 2006 meeting the Economic and Community Development Committee reviewed a proposal for a bronze sculpture to be placed in front of Fifth Third Bank located at 211 W. St. Charles Road. This proposed bronze sculpture will be in keeping with the bronze sculpture theme throughout the Downtown area. Bud Swanson, a local artist, is creating the piece known as "A Penny a Day" which is shown on the attached picture.

The Committee recommended that the Village Board authorize \$13,000 in Village TIF funds to cover one-half the cost of this proposed artwork.

ACTIONS REQUESTED

1. That the Village Board make a motion authorizing \$13,000 in TIF funds for the purchase of the proposed artwork known as "A Penny a Day."
2. That the Village Board approve a resolution to authorize the signatures of the Village President and Clerk on the attached agreement relative to the proposed artwork known as "A Penny a Day."

R E S O L U T I O N
R _____ 06

**A RESOLUTION AUTHORIZING SIGNATURES OF
VILLAGE PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement, attached as Exhibit A, for the creation of artwork known as "A Penny a Day" from Earl "Bud" Swanson, Sculptor, in conjunction with the Village's Downtown Public Art Program; and

WHEREAS, the artwork will complement and support the Village's plans to maintain a quality Downtown; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto

Adopted this _____ day of _____, 2006.

Ayes: _____

Nays: _____

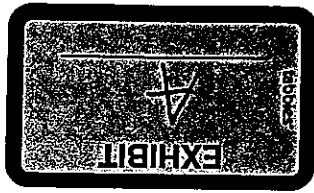
Absent: _____

Approved this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk



otherwise.

events by and for the Village of Lombard, for special civic projects or the Village, including but not by way of limitation, fundraising efforts and statues in any form or medium for municipal or governmental purposes of unreasonably withheld, reproduce or permit the reproduction of said Village may with the consent of the Sculptor, which consent shall not be copyright laws of the United States of America; provided, however, the Sculptor shall retain all rights to the statues under and by virtue of the Sculptor shall supervise the casting and patination of the final product.

- 4.
- 3.
2. A mold ready life size image of the sculpture shall be made available to the Foundry by May 30, 2006.
1. Sculptor shall undertake and execute one (1) life size bronze statue: the piece represents a girl pulling a wagon with a large piggy bank "A Penny A Day".

In consideration of the mutual promises and undertakings hereinafter set forth and other good and valuable considerations, Sculptor and Village agree as follows:

Witnesseth:

This Agreement is made and entered into this _____ day of May, 2006 by and between Earl Swanson Sculptor, of Lombard, Illinois (hereinafter referred to as "Sculptor") and the Village of Lombard, an Illinois Municipal Corporation of DuPage County, Illinois (hereinafter referred to as "Village").

AGREEMENT

5. Village shall pay to Sculptor a total sum of \$25,500.00 which amount will be payable as follows:

a. One-third (1/3) thereof \$8,500.00 upon execution of this agreement.

b. One-third (1/3) thereof \$8,500.00 on the date life size sculpture is delivered to the Foundry and upon receipt of invoice from Sculptor - July 2006.

c. One-third (1/3) thereof \$8,500.00 shall be payable on the date finished statue is delivered to the Village of Lombard, Illinois - October 2006.

6. Any disputes arising under the terms and provisions of this Agreement shall be governed under the laws of the State of Illinois, and venue for any dispute shall lie in DuPage County, Illinois.

Village of Lombard
an Illinois Municipal Corporation

Earl Swanson
Sculptor

By: William J. Mueller
Village President

By: Earl Swanson

Attest: Brigitte O'Brien
Village Clerk

LIMITED WARRANTY

This is to certify to the Village of Lombard that the sculpture entitled "Grandfather and Granddaughter Apple Picking," is a true and authentic original sculpture created and constructed by Sculptor Earl Swanson, of Lombard, Illinois, completed January 30, 2006. Copyrights and other intellectual property rights relating to the sculpture are reserved to the Sculptor Earl Swanson, except to the extent provided in that certain agreement dated November 3, 2005 between Earl Swanson and the Village of Lombard.

Earl Swanson, Sculptor, hereby warrants the sculpture to be free from defects in workmanship and materials for a period of one year from the date of delivery of the sculpture. **ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED. ALL LIABILITY FOR CONSEQUENTIAL DAMAGES IS EXPRESSLY EXCLUDED.** In addition notice is given that above warranty does not cover (a) any loss or damage to the sculpture caused by the effect of salt, sodium chloride, calcium chloride or other snow and ice melting substances used on streets and sidewalks and (b) any loss caused by vandalism or other wrongful acts of third parties. The Village of Lombard acknowledges receipt of this certificate and limited warranty and agrees to hold Earl Swanson harmless from any damage to the sculpture caused by the effects of salt, sodium chloride, calcium chloride, any other ice or snow melting substance, and acts of vandalism or other wrongful acts of third parties.

Village of Lombard

Earl Swanson, Sculptor

By: _____

Title: _____

Date: January _____, 2006

