

RESOLUTION

R 78 07

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 "Your Turn" from Larry 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 18th day of January, 2007.

Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey & Soderstrom

Nayes: None

Absent: None

Approved this 18th day of January, 2007.

[Handwritten signature of William J. Mueller]

William J. Mueller Village President

ATTEST:

[Handwritten signature of Brigitte O'Brien]

Brigitte O'Brien Village Clerk

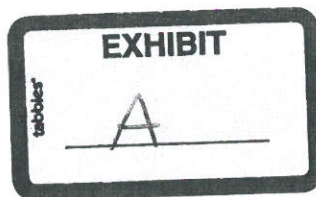
AGREEMENT

This Agreement is made and entered into this 18th day of January 2007 by and between Larry 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").

Witnesseth:

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

1. Sculptor shall undertake and execute one (1) life size bronze statue: the piece represents a girl pushing a grandfather on a swing called "Your Turn."
2. A mold ready life size image of the sculpture shall be made available to the Foundry by 2-1-07.
3. Sculptor shall supervise the casting and patination of the final product.
4. Sculptor shall retain all rights to the statues under and by virtue of the copyright laws of the United States of America; provided, however, the Village may with the consent of the Sculptor, which consent shall not be unreasonably withheld, reproduce or permit the reproduction of said statues in any form or medium for municipal or governmental purposes of the Village, including but not by way of limitation, fundraising efforts and events by and for the Village of Lombard, for special civic projects or otherwise.



5. Village shall pay to Sculptor a total sum of \$38,000.00 which amount will be payable as follows:
- a. One-third (1/3) thereof \$12,600.00 upon execution of this agreement.
 - b. One-third (1/3) thereof \$12,600.00 on the date life size sculpture is delivered to the Foundry and upon receipt of invoice from Sculptor - 2-1-07.
 - c. One-third (1/3) thereof \$12,800.00 shall be payable on the date the finished statue is delivered to the Village of Lombard, Illinois - ON OR ABOUT APRIL 1ST
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

By: William J. Mueller
William J. Mueller
Village President

Attest: Brigitte O'Brien
Brigitte O'Brien
Village Clerk

Larry Swanson
Sculptor

By: Larry Swanson
Larry Swanson