

CITY OF WARRENVILLE**MEMO**

To: Mayor and City Council

From: Monica Johnson, Tourism and Arts Chair

CC: Cristina White, Assistant City Administrator

Subject: Aesthetic Enhancement Project

Date: August 12, 2019

In 2015, the City Council directed the Tourism and Arts Commission (TAC) to create a program aimed at preserving and enhancing community character with the installation of aesthetic enhancements at various locations throughout the community. TAC's inaugural Aesthetic Enhancement Project was installed in the summer of 2018 in Leone Schmidt Park and featured a bronze origami Seed Sower (Squirrel) and three Seeds (acorns). Identifying an artist, choosing a project, and working through all of the details from initial concept to the installation of the four pieces in 2018 took TAC a few years to accomplish.

A budget of \$30,000 was again approved by the City Council for this program in FY20, and by then, it had become evident to TAC Commissioners that if a new project was to be proposed with each new fiscal year, TAC would benefit from having professional assistance in the procurement of artwork. Late last summer, TAC began a working relationship with Mary Riley from Art Environments LLC in Lake Forest IL. Mary has the artistic connections to help TAC streamline its process, aiding in the task of matching the ideas of the Commission to the talents of various artists whose work falls within TAC's budget. Mary has been a valuable resource as TAC has moved forward with ideas for new projects. TAC is excited to present a proposal for its second Aesthetic Enhancement Project, due to be completed in FY20.

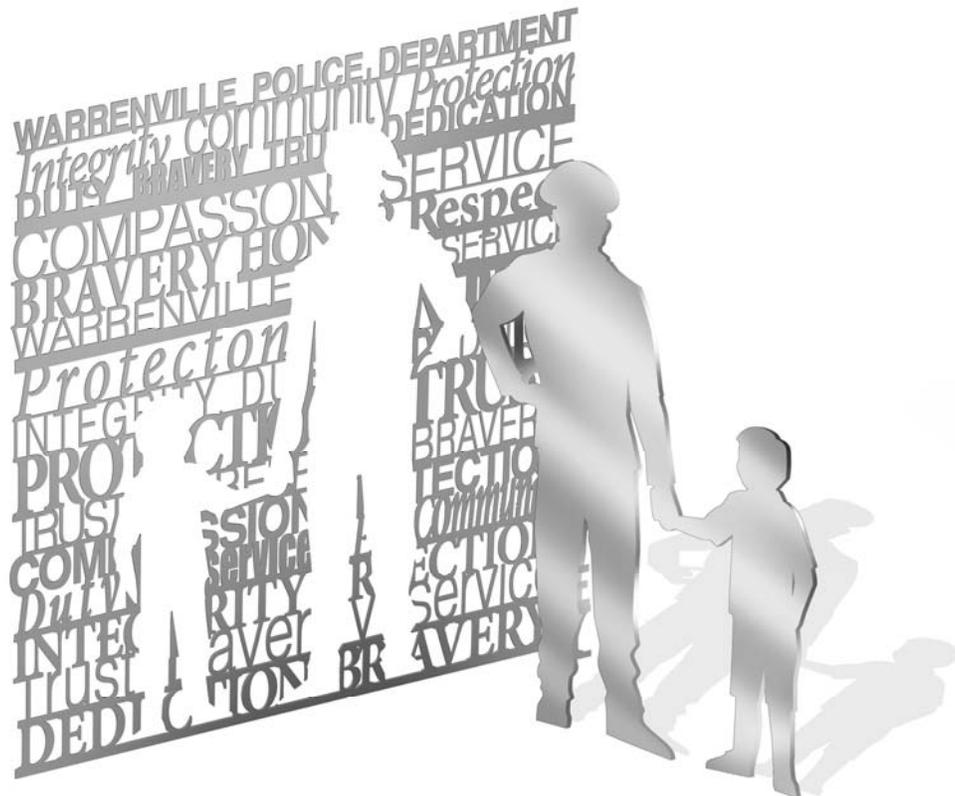
[W H O]

An artist for more than three decades, Matthew Placzek's (PLAH-sik) creations range from small pieces to large-scale sculptures that stand 90 feet tall. Matthew, a native and resident of Nebraska, entered the world of sculpting at age 14. Several galleries around the country

have represented him since his college days. He has been honored to show his work in a one-person show at the American Embassy in Prague, and once presented an original sculpture of an American Bald Eagle to President Ronald Reagan. His first large-scale commission came in 1991, and since then, Matthew has found himself catapulted into the world of municipal and private sculptural art projects. To date, Matthew's pieces are included in over fifty hospital, university and corporate collections. His work can be seen at www.PlaczekStudios.com. TAC Commissioners were drawn to Matthew's work late last summer, when they began to look for art pieces for their second Aesthetic Enhancement Project.

[WHAT]

TAC would like to propose the purchase of one stainless steel sculpture created by Placzek Studios featuring a police officer holding the hand of a child. The figures appear as if they have emerged from a 7' high wall created from stacked rows of words that describe the commitment and characteristics of a Warrenville Police officer. The surrounding natural landscape at the Police Department will show through between the letters and words, as well as from the place where the Police Officer and the child have stepped out from the wall. Approximate size will be 7' tall x 6' wide by 5' deep.





The cost of the sculpture is \$33,000, and would include the design and fabrication of the piece. Art Environments, the firm that led us to Placzek Studios, would receive a commission that is included in the price of the sculpture. Rather than crating and shipping the artwork from Nebraska to Warrenville, which would be an expensive undertaking due to the size of this piece, the artist would safely deliver, unpack, and install the pieces himself for an additional cost not to exceed \$1,500.

TAC realizes the total to purchase and install this piece goes above the \$30,000 budget by \$4,500. TAC Commissioners are discovering, as they explore options for commissioning and installing public artwork, that it is quite challenging to purchase art pieces and provide for shipping and installation using only one year's budgeted amount. The TAC had permission from the City Council last year to divide the purchase and delivery of the four companion pieces in the 2018 art installation, so that funds from both FY 2018 and FY 2019 could be utilized to fully complete the project. Due to the timing of the completion of this project, and the fact that it is not comprised of multiple pieces that can be purchased separately, TAC would not be able to make a similar request in this case.

It may be important to note that TAC had first requested information from Mary at Art Environments on a three-dimensional, bronze, life-like sculpture of a police officer and child for the Police Department site. TAC had planned to pursue that direction until they discovered that having such a sculpture commissioned would begin at a cost of over \$100,000. At that time, TAC redirected their approach with the same artist for a sculpture that was a better fit for the budget.

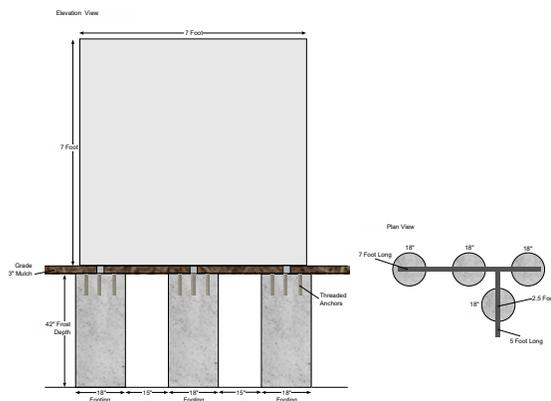
[WHERE]

TAC envisions this sculpture to be installed on the grounds of the Warrenville Police Department. The Commissioners have identified a location (see image below), which would provide for the sculpture's highest visibility, at the corner of Tracy Place and Warren Avenue. This would require Public Works to relocate the rock that sits on that spot, and to remove the evergreen that is situated next to the boulder. The evergreen does not appear to

be in perfectly healthy condition at present. Public Works staff can remove the tree and relocate the rock to prepare the site for installation of a sculpture.



If the sculpture is approved, TAC will kindly request that the Warrenville Public Works Department pour four concrete piers below grade to the specifications of the artist, as seen in the diagram below. Public Works also poured the concrete pads for the four pieces installed last summer. The artist is available to be contacted for further specs, as needed. Once the installation of the sculpture is complete, Public Works will add mulch to cover the footprint of the installation site, so that grass cutting and weed whacking are not hampered by the intricacies of the sculpture.



[W H E N]

Artist Matthew Placzek would begin work on this piece immediately when TAC receives approval to proceed. He has time to complete the work late summer/early autumn, and would be anticipating delivery and installation later this Fall. If this timing is not convenient for Public Works staff to pour the piers required for installation by the time the

sculpture is ready for delivery, Placzek Studios has agreed to store the piece at no additional cost until the site can be prepared.

[W H Y]

When considering a location for our second Aesthetic Enhancement Project, TAC chose to honor our city's Police Officers by acknowledging the connection the officers have with the community and the dedication with which they serve. TAC turned to Chief Turano to compile a list of words for the sculptor that best reflect the daily commitment of Warrentville's police officers. The words include: Bravery, Integrity, Service, Dedication, Community, Compassion, Protection, Trust, and Duty.

Matthew Placzek's piece combines these words and ideas with the figures of an officer and a child to offer an interactive experience, inviting viewers to engage with the piece as they walk around it, as well as examining how shadows, layers and movement are created as the sun shines through the piece. Just as the sculpture creates a personal connection between art and viewer, the image of the police officer and child represent the connection the officers have to our community as a whole, and to each of us as individuals within this community they serve.

[R E C O M M E N D A T I O N]

Recommend that the City Council 1) approve an agreement with Art Environments, Inc. and Placzek Studios, Inc., for the purchase of one stainless steel sculpture featuring a police officer and child for \$34,500 in FY20, including delivery and installation, pending City Attorney review, 2) direct staff to prepare a budget amendment to the FY20 budget for \$4,500, and 3) authorize Public Works staff to assist in preparing the site for installation.

TAC members will be present at the August 12 Committee meeting to provide an overview of the concept and to answer questions.

SCULPTOR AGREEMENT
CITY OF WARRENVILLE / POLICE SCULPTURE

This Agreement made this 20th day of August 2019, by and between Art Environments, Inc. (artist's agent) and the City of Warrenville.

RECITALS

Whereas, Artist has been commissioned to design and construct and deliver:

- 1) 7' tall Policeman and child sculpture. Stainless steel material.
 - (a) Whereas, City of Warrenville has approved Artist's design for the Sculpture and Artist has accepted the City of Warrenville's invitation to construct the Sculpture as represented by the approved design and as set out herein.

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

I.

DUTIES

Artist shall design, fabricate and install the Sculpture. Artist shall perform the Work in a good and workmanlike manner consistent with the design approved by the City of Warrenville taking into account that the Work involves the development of an artistic sculpture.

II.

CONTRACT SUM

City of Warrenville shall pay the sum of Thirty-Four Thousand, Five Hundred Dollars (\$34,500.00) ("Contract Sum") for the performance of the Work. The Contract Sum shall be payable as follows:

1. The sum of Thirty-Four Thousand, Five Hundred Dollars (\$34,500.00) shall be paid to Art Environments, Inc from the City of

Warrenville within thirty (30) days of completion and installation of the Sculpture.

2. The artist will not require a down payment if the contract is signed and he is able to begin work and complete the Sculpture within the year of 2019.

III.

RISK OF LOSS

Artist shall assume the risk of loss to the Sculpture until delivery of the Sculpture and shall insure the Work in progress against loss by fire, theft of other casualty until such time as the Work is fully completed, delivered and installed. City of Warrenville shall assume the risk of loss and damage to the Sculpture from casualty of any kind from and after delivery and installation.

IV.

INTELLECTUAL PROPERTY RIGHT

Artist is the creator of the Sculpture. Artist and Art Environments, Inc. and the City of Warrenville understand and agree that the exclusive right of reproducing the Sculpture shall remain in and be preserved to Artist notwithstanding payment to Artist from Art Environments and Artist expressly reserves every right available to it at common law, federal law and/or state law as well as the copyright in and to the work under the Copyright Act of 1976; 17 USC §101 et seq., to control the making and dissemination of copies or reproductions of the sculpture. Notwithstanding anything herein to the contrary. City of Warrenville may use representations and photographs of the Sculpture in its literature, advertising and brochures.

V.

WARRANTIES

Artist gives a limited one-year warranty on the Sculpture against defects in, or failures of, materials and workmanship. This warranty specifically excludes

ordinary wear to the Sculpture. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to, or otherwise diminish, the other obligations which Artist might have under this Agreement. Establishment of a one-year warranty period for correction of the Work as described in this paragraph relates only to the specific obligation of Artist to correct the Work, and has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Artist's liability with respect to Artist's obligations other than specifically to correct the Work.

It is expressly understood that there are no other warranties, expressed or implied, either of merchantability or fitness, made by Artist.

VI.

INDEMNIFICATION

City of Warrenville agrees to hold Artist harmless and indemnify Artist from any and all loss and/or liability Artist may sustain as a result of the negligent acts and/or omissions of City of Warrenville or its employees, agents, assigns, independent contractors, including, but not limited to, structural engineers, architects, or others retained by Art Environments, Inc. on this project.

Artist agrees to hold City of Warrenville harmless and indemnify City of Warrenville from any and all loss and/or liability City of Warrenville may sustain as a result of the negligent acts and/or omissions of Artist or its employees, agents, assigns, independent contractors or others retained or employed by Artist in the performance of the Work.

VII.

APPLICABLE LAW

The terms and conditions of this agreement shall be governed by the laws of the State of Illinois.

VIII.

AUTHORITY

City of Warrenville acknowledges it has legal authority to enter into this Agreement and has secured all requisite lawful authority to have the Sculpture installed at the Site. City of Warrenville further represents and warrants that it has obtained pledges and/or donations sufficient to guarantee full payment to Artist upon completion of Sculpture. The individuals executing this Agreement also represent and warrant that they have been authorized to enter into this Agreement.

IX.

NOTICE

Any written notice required to be given under this agreement shall be mailed as follows:

If to Artist by mailing to:

Placzek Studios, Inc.
3716 Leavenworth Street
Omaha, NE 68105
Attn: Matthew J. Placzek

If to Art Environments by mailing to:

ART ENVIRONMENTS, INC
Mary Riley
President
Art Environments, Inc.
1443 North McKinley Road
Lake Forest, IL 60045
p 847-234-4235
c 847-308-4235

XI.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between parties and shall not be modified except in writing signed by both parties.

XII.

ASSIGNMENT

This Agreement shall not be assigned by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF WARRENVILLE

By: _____

John M. Coakley, City Administrator

ART ENVIRONMENTS, INC

By _____

Mary Riley, President

PLACZEK STUDIOS, INC.,

By: _____

Matthew Placzek, President