

**CITY OF WEST DES MOINES
PUBLIC ARTS ADVISORY COMMISSION**

AGENDA

5:30 p.m.

Thursday, July 27, 2017

**City Hall – City Council Chambers
4200 Mills Civic Parkway**

- 1. Call to Order / Approval of Agenda**
- 2. Citizen Forum**
- 3. Approval of Minutes of June 22, 2017 Meeting**
- 4. Old Business**
- 5. New Business**
 - A. Motion – Approval of Our Main Street Public Art Project Artist
 - B. Motion – Approval of Purchase of Art Work - 2017 Art on the Campus “Astoria”
 - C. Motion – Approval of Art on the Campus Audio Tour
- 6. Committee Reports**
 - A. Events Committee
 - B. Communication Committee
 - C. Exhibition Committee
- 7. Project Work Group Reports**
 - A. Water Quality Community Service Art Project
 - B. Art Route
 - C. Historic West Des Moines Public Art
- 8. Staff Reports**
 - A. Superintendent of Recreation
 - B. Director of Parks and Recreation
- 9. Receive, File and/or Refer**

The City of West Des Moines is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required please contact the City Clerk’s office at least 48 hours in advance, at 222-3600 to have accommodations provided.

June 22, 2017

WEST DES MOINES PUBLIC ARTS ADVISORY COMMISSION PROCEEDINGS
Thursday, June 22, 2017

The regular meeting of the West Des Moines Public Arts Advisory Commission was called to order on Thursday, June 22, 2017, at 5:36 p.m. by Chair Kenworthy.

Commission	TJ Lechtenberg	Brenda Sedlacek <i>Secretary</i>	Tamara Kenworthy <i>Chair</i>	Ryan Crane <i>Vice Chair</i>	Rita Luther
Present	X	X	X	X	X
Commission	Diane Boyd	Jed Gammell			
Present		X			

Staff	Greg Hansen <i>Superintendent of Recreation</i>	Sally Ortgies <i>Director of Parks & Recreation</i>	Anna Poss <i>Administrative Secretary</i>
Present	X	X	X

On Item 1. Approval of Agenda.

Luther moved to approve the agenda as presented. Lechtenberg seconded. Motion carried, 6 yes.

On Item 2. Citizen Forum

No Items

On Item 3. Approval of Minutes of May 25, 2017 Meeting

Corrections to the minutes were provided by Luther and Kenworthy. Sedlacek moved to approve the minutes as amended. Gammell seconded. Motion carried, 6 yes.

On Item 4. Presentation – Sally Dix, Executive Director, Bravo Greater Des Moines

Sally Dix presented information on two grants offered by Bravo Greater Des Moines that may apply to the West Des Moines public arts program. The Capital Campaign and Projects Grant funds public art installations greater than \$10,000 in cost, with applications due in March. The Local Arts Program Grant provides funding for arts focused programs offered by non-arts organizations, with applications due late October. Dix encouraged the Commission to identify possible projects and present them to Bravo staff for feedback.

On Item 5. Old Business

No Items

New Business

On Item 6A. Motion – Approval of Call for Artists – 2018 Art on the Campus Exhibit

Lechtenberg stated that the Exhibition Committee recommends that the artist stipend be increased from \$1,500 to \$2,000. Lechtenberg shared that by doing this the Committee hopes to draw more artists. Lechtenberg also stated that the People's Choice award would gain more prestige by adding a monetary value to it and that the Committee is recommending a \$500 award. Another recommendation from the Committee is to gather a biography along with the artist's application, so there can be more content about the artists included in publications. Lechtenberg added that changing the number of references to two is another modification to consider, and that the application process is proposed to be completely online so that information received from artists is more uniform. Crane added he liked the online application idea.

Ortgies shared stipend amounts offered by other communities. The City of Clive's stipend is \$1,000, and they have a requirement to purchase a piece every year with the stipend amount deducted from the purchase price. The City of Urbandale's stipend is currently \$1,200 and is being increased to \$1,500 next year. The City of Dubuque's stipend is also \$1,500. Gammell asked if the Commission saw an increase in activity when the stipend was raised from \$1,000 to \$1,500. While the stipend was just raised last year to \$1,500, Kenworthy stated that an argument for raising the stipend again could be that \$2,000 would put us above everyone else drawing more attention. Crane stated that the difference between \$1,500 and \$2,000 wouldn't affect the Commission greatly but it could possibly mean a lot more to the artists. Gammell asked if the Commission has polled the artists on what stipend amount would be meaningful to them. Kenworthy noted that a poll has not been done.

Kenworthy stated that there has never been a specific theme for Art on the Campus and the subject matter has always been very open. Ortgies shared that she had a conversation with Jack Becker with Forecast Public Art about the Art on the Campus program. Becker said that having a theme is difficult with an exhibit such as Art on the Campus due to the works of art not being commissioned pieces. Becker also told Ortgies that increasing the stipend slightly may attract artists from out of state.

Crane inquired whether or not there has been a census taken on how many visitors come to the campus. Luther stated that next year there could be an effort to chart the traffic around the Art on the Campus.

Discussion was held on the merits of the People's Choice monetary award and concerns with the voting process. Crane stated that \$500 is a good monetary value. Ortgies stated that the People's Choice survey is set so only one vote can be cast per device. However, Kenworthy stated individuals can take it multiple times if using different devices. In 2016 one piece received 84% of the votes, but this year the votes are more evenly split among multiple artworks. Ortgies shared that a meeting will be set up with the Committee to discuss the execution of the voting process

Lechtenberg moved to approve the Call for Artists – 2018 Art on the Campus Exhibit with a \$2,000 stipend and a \$500 People's Choice Award. Sedlacek seconded. Motion carried, 6 yes.

Committee Reports

On Item 7A. Events Committee

Kenworthy thanked the Committee and staff for a successful Art on the Trail dedication event.

On Item 7B. Communication Committee

Kenworthy asked that a meeting be set to discuss several topics. As a follow-up to Art on the Trail PR, Kenworthy asked if there has been information shared with the *West Des Moines Living Magazine*.

Hansen replied that they set a yearly calendar with monthly themes. Kenworthy added that if a photo with a caption was sent to the West Des Moines edition of the *Des Moines Register* and the *Living Magazine*, they would probably include it. Ortgies stated that there will be a two-page spread in the West Des Moines Magazine on the Public Arts Commission and its activities.

On Item 7C. Exhibition Committee

Hansen shared that the Exhibition Committee is meeting Monday, June 26, at 1:30 p.m.

Project Work Group Reports

On Item 8A.

Kenworthy shared that the Water Quality Community Service Public Art Project artist interviews will be held July 10th, 11th, 12th with the selection being made at the end of July. Three artists will be interviewed.

On Item 8B. Art Route

Ortgies shared that the Minor Modification application was submitted to the Development Services department. As soon as it's approved, the contractors can begin their work on the Art Route.

On Item 8C. Historic West Des Moines Public Art

Lechtenberg stated that the Call for Artists for the Valley Junction "Our Main Street" project went out recently, and the deadline for submittals is July 3rd, 2017.

Staff Reports

On Item 9A. Superintendent of Recreation

Hansen thanked everyone for helping with the Art on the Trail dedication.

On Item 9B. Director of Parks & Recreation

Ortgies mentioned that the Solheim Golf Ball Art had been installed. There was some concern about the golf ball placed in front of City Hall because it says Wells Fargo on it and could be considered advertising on public property. Since the artwork is temporary, it was decided by staff to leave it in place. Ortgies shared that closer review of donated art before it is installed will be necessary in the future.

Receive, File and/or Refer

No Items

Luther moved to adjourn. Lechtenberg seconded. Motion carried. 6 yes. The meeting adjourned at 7:00 p.m.

Respectfully submitted,

Anna Poss
Parks & Recreation Administrative Secretary

ATTEST:

Brenda Sedlacek
Advisory Commission Secretary

**CITY OF WEST DES MOINES
PUBLIC ARTS ADVISORY COMMISSION**

DATE: July 27, 2017

ITEM: Motion – Approval of Our Main Street Public Art Project Artist

FINANCIAL IMPACT: Expense of \$25,000 budgeted in the Public Art Fund in FY17-18.

SYNOPSIS: The Historic West Des Moines Public Art Selection Committee met on Tuesday, July 18, 2017, to review and score six proposals received in response to the call for artists for the "Our Main Street" project in Valley Junction. The artist names and the selection committee's average scores are shown in the table below:

Artist(s)	Score (Average)
Gail Chavanelle	33.0
Sticks, Inc.	32.6
Hilde DeBruyne	31.3
Michael Goodall / Eric Rolek	29.1
Ron Dinsdale	27.8
Stephanie Sailer	27.8

The selection committee is recommending that the top scoring artist, Gail Chavanelle, be selected for the "Our Main Street" project. Some of the reasons include:

- Includes three works of art in different locations
- Proposal mentioned community engagement and artist seems open to getting selection committee and citizen input, as well as, making modifications based upon that input
- Artist had done models and included photos of the models in the proposal
- Proposal included best cover letter and response to the call for artists
- Artwork is colorful

The selection committee wants to meet with Chavanelle and offer suggestions that may make the artwork more specific to Valley Junction. That meeting could take place later this summer or early fall. If approved by the Commission, staff will work with Chavanelle to prepare a contract for approval by the City Council at one of their next meetings.

BACKGROUND: A copy of Chavanelle's proposal is attached. The Call for Artists is also attached for reference.

OUTSTANDING ISSUES (if any): None at this time.

RECOMMENDATION: That the Commission recommend approval of Gail Chavanelle as the artist for the Our Main Street public art project.

Prepared by: Sally Ortgies, Director of Parks and Recreation 

Approved for Content by: Sally Ortgies, Director of Parks and Recreation

Accepted for Commission Agenda: Sally Ortgies, Director of Parks and Recreation

Dear Public Art Work Group and West Des Moines Citizens,

Congratulations on the 30th Anniversary of your Historic Valley Junction as a Main Street Iowa Community! What an achievement! How wonderful that you are celebrating with public art!

Design

Five generations of my family have lived in and loved Iowa. So too did many of your photos emphasize Iowa people and benches for gathering . “Our Main Street” is not just one location, so the art piece should include elements all along the street. My concept for *Our Main Street* is a series of groupings of metal plate people engaging and enjoying the gathering place of Historic Valley Junction. These will be placed along the walkways or building entrance plazas welcoming visitors.

#1 Siblings, Friends or Neighbors- Turned toward a window, they may seem to be finding something in a shop.

#2 Lovers' Stroll - can be “read” as same sex or traditional as they hold hands and gaze into each others eyes.

#3 Young family- representing the future.

#4 A youngster bends to pet the dog. The adults may attend each other (shown) or with a turn of the head- attend the dog too, greet passers by, or look up at the historic Valley Junction Architecture.

With no features, hair or clothing styles, my minimal sculpture is inclusive of all ethnicity and time. They can represent historical and current residents celebrating both the past and future. Families and couples can be “read” as traditional or same sex. Who makes up this family- traditional parents, grandparents, a gay couple? All citizens can see themselves in these figures.

To add to the fun and appeal-each grouping will be completed with a baked on powder coated finish-a different bright eye-catching color.

Our Main Street is a series of 7-8 foot tall metal sculpture of 3/8” and 1/4” steel plate. A base plate will be bolted to a cement pad or current cement public way.

The Our Main Street sculpture is a series of heroic- not monumental size. A larger sculpture is meant to impress and overwhelm. These bright eye catching groupings are welcoming to visitors and inclusive of all citizens.

Experience in Public Sculpture

I have worked from 22 gauge sheet steel to 1/4 inch for larger sculpture. My forms have been used in temporary one- year street exhibits, library stand alone and wall art, neighborhood parks, and new green roof top gardens. All withstand the extremes of Iowa seasons and weather.

I have experience in both private and public projects. I have been selected for corporate office inclusion, physician, school/college and vet landscaping. My public sculpture are part of city permanent collections.

Public art must reflect the community. The beginning of *Our Main Street* project is spent meeting with the Public Art Group and West Des Moines stakeholders to get citizen input and suggested modifications. Three groupings will be chosen for Our Main Street 30th anniversary celebration.

I am excited to be considered to commemorate this Iowa “Main Street”.

Gail Chavenelle Contact Information



Gail Chavenelle
Chavenelle Studio Metalworks
1155 Kelly Lane Dubuque, IA 52003
Voice/Fax 563 583 2218 Cell 563 599 6372
www.chavenellestudio.com
online@chavenellestudio.com

REFERENCES

Susan Henricks- Director
Carnegie Stout Public Library
11th Street
Dubuque, IA 52001
Phone: 563.589.4225
shenricks@dubuque.lib.ia.us

Connie Twining- Owner
Outside the Lines Art Gallery
409 Bluff Street
Dubuque, IA 52001
Phone: 563.583.9343
Otlag@aol.com

Chris Abigt – Board Member
Ottumwa Area Arts Council
102 Church Street C/O Ottumwa Area CVB
Ottumwa , IA 52501
Phone: 641.682.4911
abigtbc@hotmail.com

Jan Herke
Director of Parks and Recreation
3600 86th Street
Urbandale, IA 50322
Phone: 515.331.6793
Jherke@urbandale.org
www.urbandale.org

CORPORATE COLLECTIONS

Gail Chavenelle

- Dubuque Internal Medicine, Dubuque, IA
- Stonehill Retirement Center, Dubuque, IA- 60” St. Francis
- BVM Mount Carmel Motherhouse- Donor Wall
- Neumeister Animal Clinic, Dubuque, IA-
- Medical Associates Healthcare, Dubuque, IA
- Jackson County Medical Center- Court yard garden
- 2005 Allina new headquarters, Minneapolis, MN.
- 2006 Principal Corporation collection.
- 2008 Advance Kids- a California School for Special Needs Children.
- 2010 Opportunity Village, 14 sculptures 5’ Las Vegas, NV
- 2011 Purina Guest House – St. Louis, Missouri
- 2012 United Fire Group- Board Room Wall- Cedar Rapids, IA
- 2012 Purina Corporate Headquarters Courtyard- St. Louis, MO
-

PUBLIC COLLECTION INCLUSION

- Willows Center Mall, Concord CA- 8 foot family for court yard fountain
- Grand River Center
- Carnegie Stout Public Library- Children's area- multiple work
- Women’s Center – University of Wisconsin- Platteville
- Dubuque Greyhound Park and Casino Renovation (now Mystique)
- Loras College Library/ Resource Area , Dubuque IA
- 2007 Initial Art on the River- two sculptures- both purchased
- 2008 National River Museum and Aquarium
- 2008 Finley Foundation Cancer Survivor Park
- 2008 Roof top garden – Finley Hospital, Dubuque, Iowa
- 2009 Art on the Avenues- Effingham, IL- 2 sculptures chosen
- 2009 Rock Island , IL – Celebrate Green
- 2009 MacNider Art Museum- Dick Leet Art Bench Mason City, IA
- 2009 Mason City Library- Friends of the Library
- 2010 Dubuque Museum of Art- Dubuque, IA (Patron Donation)
- 2011 & 2010 Sculpture on the Avenues- Effingham, IL
- 2011 & 2010 Sculpture Along the Trail- Ottumwa, IA
- 2011 – Dubuque Public Library- 8' Family Read
- 2011- Hiawatha Iowa- Fly Again- Thank you from city of Cedar Rapids flood offices
- 2012- Art on the Avenues, Effingham, IL
- 2012 Art Along the Trail- City of Clive, IA
- 2013 Sculpture Along the Trail – Ottumwa, Iowa
- 2014 Celebrate Green- Purchased permanent Collection- Ottumwa , Iowa
- 2014 Art on First Avenue- 2 sculptures- Newton, Iowa
- 2014 Urbandale Art Park- Urbandale, Iowa
- 2014 Jardin de la Paz- Purchased permanent collection- Urbandale, Iowa
- 2014 Family Memorial- Butterfly Garden -Bellevue State Park, Bellevue, IA
- 2015 Urbandale Art Park- 7' Cat Lovers- Urbandale Art Park- Urbandale, IA
- 2015 Art on First Avenue- First Love – Yellow Newton, IA
- 2015 Puppy Love- 8' Red Dog- Bettendorf, IA Quad City Arts
- 2016 Fly Free- Chicago Sculpture Exhibit
- 2016 Cat Lovers- First Avenue Sculpture & Art- Newton, IA
- 2017 Diversity Love- Dog & Cat - Art on the River- Dubuque, IA
- 2017 Dance #NoWaste- First Avenue Sculpture & Art- Newton, IA



Dance #NoWaste

Year 2016

Dance #NoWaste is more abstract- exploring sustainability as three dancer forms celebrate sustainability and no waste. It began as an 8 foot tall sheet metal plate. All elements- the positive, negative and line are used. There is literally no waste. The elements bend to become a 3D sculpture viewable from all sides It's worth looking again and trying to figure out where each Dancer is cut. \$8000



Family Read

Year 2011

Funded in part by Mediacom, Family Read stands before the Dubuque Carnegie Stout Public Library as part of its permanent collection. Family Read is 8 feet tall and textured powder coated. The positive cut out child reads, while the remaining negative waves to patrons. \$10,000



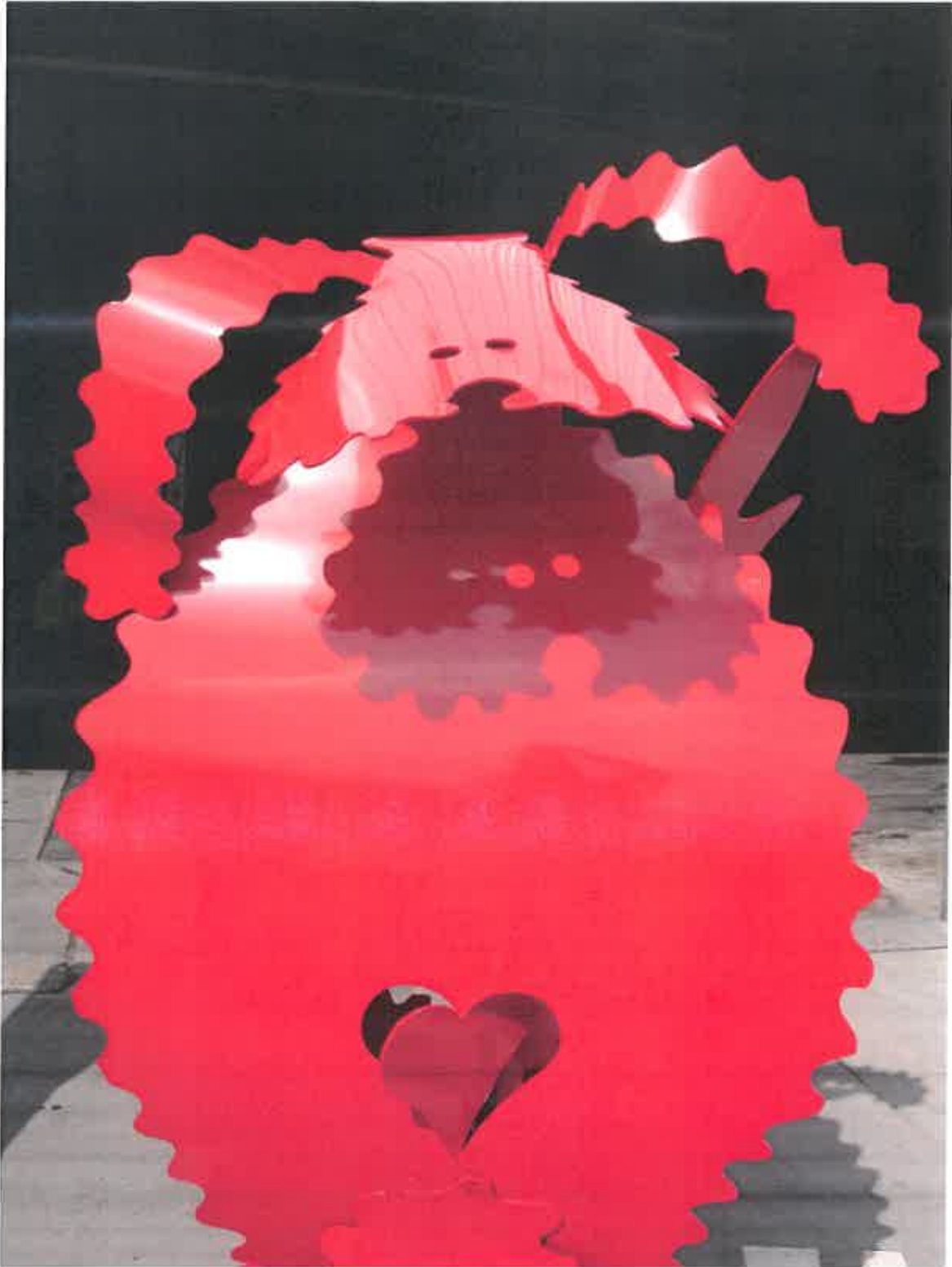
Fly Free

Fly Free is a smaller 60" steel wok with blue powder coated finish. Fly Free, with soaring strip bird forms has been popular. In 2011, a stainless version was given to Hiawatha, IA by the City of Cedar Rapids as a thank you for flood offices. Shown here: Clive, IA - Art Along the Trail in 2012. The Chicago Sculpture Exhibit chose Fly Free for its 2016 exhibit. \$3500



Jardin de la Paz

Year 2014 Chavenelle sculpture stands up to our Iowa climate - looking fine in the winter snows. Jardin de la Paz is a 7 foot tall steel with powder coated finish. The work explores the juxtaposition of positive and negative blossoms. After a year long Art Park exhibit, this piece was purchased by Urbandale, IA for its permanent collection \$7500



Puppy Love

Year 2012, 2015 Puppy Love is 7.5 feet tall and red! Initially shown in Effingham Il, Art on the Avenues in 2012 , it remains in front of City Hall there. A remake was chosen for the Quad Cities temporary exhibit in 2015. This steel dog, joined by a cat, has been chosen for Dubuque's Art on the River 2017. Diversity Love combination \$15,000

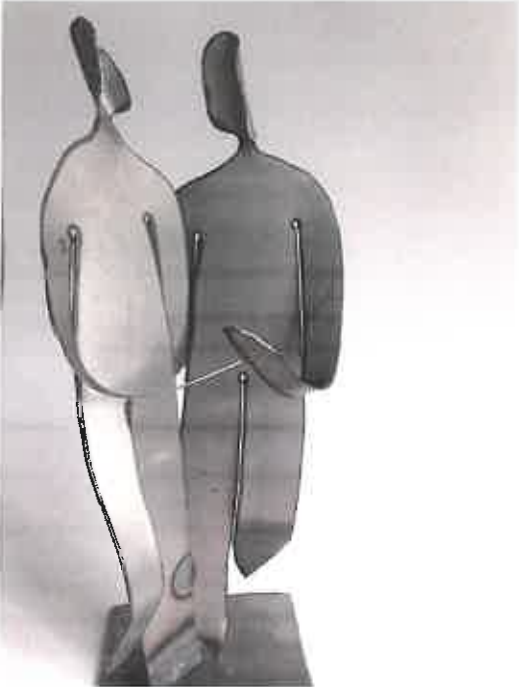
Following are four metal sketches of combinations of people engaging and enjoying the gathering place of Historic Valley Junction. Chavenelle's Our Main Street project begins with the committee/community reviewing the metal sketches, suggesting modifications and picking three groupings for Our Main Street 30th anniversary celebration



#1 Siblings, Friends or Neighbors



Turned toward a window, they may seem to be finding something in a shop.

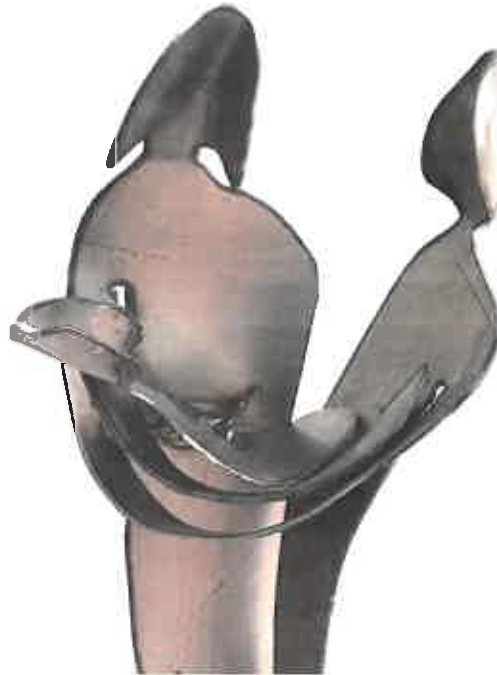


#2 Lovers' Stroll can be "read" as same sex or traditional as they hold hands and gaze into each others eyes.





#3 Young families represent the future.



Who makes up this family traditional parents, grandparents, a gay couple?



#4 A youngster bends to pet the dog. The adults may attend each other (shown) or with a turn of the head- attend the dog too, greet passers by, or look up at the historic Valley Junction Architecture. The adults are armless to sculpturally focus the viewers eye on the child and dog.



To add to the fun and appeal - each grouping will be completed with a baked on powder coated finish-a different bright eye-catching color.



CALL FOR ARTISTS

Our Main Street Public Art Project



**West Des Moines Public Arts Advisory Commission
City of West Des Moines, Iowa**

ABOUT THIS OPPORTUNITY

"Our Main Street" Public Art Statement

Historic Valley Junction is the gathering place that is the heart and soul of West Des Moines – a delightful mix of old and new, bridging generations with unique shops, vibrant events and a walkable hometown feel. Historic Valley Junction is West Des Moines' original main street.

In 2017, Historic Valley Junction celebrates its 30th year as a Main Street Iowa community. The Historic West Des Moines Public Art Work Group wants to commemorate this occasion and celebrate this unique place through a public work of art. The Work Group wants every person who experiences the artwork to gain an appreciation of Historic Valley Junction's special anniversary, while experiencing togetherness on "Our Main Street". The Work Group wants residents and visitors to feel a sense of belonging, grounded in West Des Moines' pride and heritage.

The project will include a permanent commissioned work of art to be sited on public property within a 6 block area in the Historic Valley Junction district. The work of art may be a single piece or made up of multiple pieces. The total budget for the project is \$25,000. This not-to-exceed total must cover all design fees, fabrication, installation, lighting (if needed), site visits, and other related expenses.

SELECTION & PROJECT CRITERIA

Selection of a finalist or finalists will be based on the following:

- Quality of letter of interest
- Quality of work samples
- Background and prior work experience including community engagement
- Demonstration of project understanding and ability to meet project schedule
- Consideration of project criteria in conceptual design proposal

The artist's concept, final proposal, and ultimately the final artwork will need to meet certain criteria. Artwork should:

- Tell the story of Historic Valley Junction's 30th anniversary as a Main Street Iowa Community and fulfill the "Our Main Street" Public Art Statement (see above)
- Be colorful and eye-catching; playful, whimsical, and interactive
- Be low maintenance, durable, and resistant to vandalism; able to withstand extreme weather conditions
- Be aesthetically pleasing
- Be appealing both day and night and during all seasons
- Be able to be installed entirely on City-owned public property (map showing City property is attached); artist may propose a location or multiple locations for artwork
- Include a high level of community engagement that is incorporated into the development of a final proposal by the selected artist
- May be one or multiple pieces of art

- Three references (contact information only) for recently completed projects of similar scope
- Work samples: include 3-5 work samples showing projects completed within the last 5 years with up to 3 digital images of each project. Save all standard JPEG images and label each with applicant's full name and number in sequence with list of work samples
- One-page document listing all work samples. Please provide a brief description and budget for each
- No more than 3 pages showing artist's concept that may include sketches, images, and text; proposed location of artwork in the Historic Valley Junction district may be indicated

Please submit all materials via email to Sally Ortgies, Director of Parks & Recreation, sally.ortgies@wdm.iowa.gov. Include "Our Main Street Public Art Project" in the subject line. All materials must be received **by 4:00 p.m. CST on Monday, July 3, 2017**. No submissions will be accepted after this time. Receipt of submission will be acknowledged via e-mail.

Questions regarding this Call for Artists can be directed to Sally Ortgies, Director of Parks & Recreation, at 515-222-3447 or sally.ortgies@wdm.iowa.gov.



**CITY OF WEST DES MOINES
PUBLIC ARTS ADVISORY COMMISSION**

ITEM: Motion – Approval of Purchase of Work of Art -
2017 Art on the Campus -“Asteria”

DATE: July 27, 2017

FINANCIAL IMPACT: \$4,500 from the FY 2017-2018 Public Art Fund.

Purchase price of the artwork as agreed to by the artist: \$2,400; Concrete footing/display pad: \$3,000; Minor repairs: \$600.00 Total: \$6,000 minus the \$1,500 artist stipend which serves as credit if a piece is selected to be purchased.

SYNOPSIS: The Exhibition Committee consisting of Commission Members Rita Luther and T.J. Lechtenberg met with staff members Allison Ullestad, Sally Orgies and Greg Hansen on June 26, 2017, to review and discuss the possible purchase of a work of art from the 2017 Art On the Campus exhibit.

A walking tour was held to review the works of art, and it was determined that Asteria, Journey and Play Things were the top three considerations. After a careful review of these three works of art it was determined that Asteria should be considered. Key points discussed where price, color, scale, durability and the ability to fit into a park setting.

Staff was directed to find a suitable place for Asteria which was determined to be in front of Valley View Aquatic Center. A concrete footing will need to be poured to serve as a base for the work of art. There are also some minor repairs needed including spot welding one area and possible adjustment of the mechanism that attaches the rotating top portion of the sculpture.


BACKGROUND: The artist’s biography, description and photo of the work of art and photo of the proposed site with the piece photo shopped in are attached.

OUTSTANDING ISSUES (if any): Staff will review any additional expenses related to any minor repairs that may be needed. Staff does not anticipate the expense to be more than approximately \$600.

RECOMMENDATION: Exhibition Committee recommends the purchase of the work of art “Asteria” from Tim Adams of Webster City, Iowa, to be installed at the entrance of Valley View Aquatic Center.

Lead Staff Member: Greg Hansen, Superintendent of Recreation

STAFF REVIEWS

Department Director	Sally Orgies, Director of Parks and Recreation 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

**CALL FOR ARTISTS
ART ON THE CAMPUS 2017
Artwork Application**



ARTIST INFORMATION					
Last Name	Adams	First Name	Tim	DBA	Stony Creek
Street Address	404 E. Second Street			Apartment/Unit #	
City	Webster City	State	Iowa	ZIP	50595
Phone	(515) 832-1281		E-mail	tim@stonycreeklandscapes.com	

ARTWORK INFORMATION								
<i>Please submit one application per piece of artwork.</i>								
Title	Asteria							
Year Created	2016	Purchase Value	\$	3,400.00				
Artwork Description	Greek goddess of shooting stars, astrology, and prophetic dreams. The kinetic blue aster "bouquet" represents the nocturnal oracles and astrological wizardry of Asteria. The abstract rusted steel figure conveys her dark magic of necromancy (communicating with the dead) and foretelling the future.							
Materials Used	recycled steel plate, stainless steel, painted steel, Lexan							
Dimensions	Height	84"	Width	48"	Depth	48"	Weight	450#
Method used to secure artwork to 4'x4' concrete pad	Steel plate mounted to base attached with concrete anchors							
How you heard about Art on the Campus Call for Artists								

PROFESSIONAL REFERENCES			
<i>Please list up to three professional references.</i>			
Full Name	Larry Graeve	Relationship	Professional
Phone	515-991-7925	Email	larry.graeve@weitz.com
Full Name	Kay Harfst	Relationship	Art committee
Phone	515-832-2839	Email	gmak7@mchsi.com
Full Name	Kyle Swon	Relationship	Friend
Phone	515-297-0294	Email	kswon@wcfbank.com

ARTWORK IMAGES	
<i>Please submit 2-4 photos/drawings of the artwork entry (in JPEG or PDF format)</i>	
Number of Images Included	4

Applications must be received by 5 p.m. CST on September 30, 2016.

Send an electronic copy to the following address: allison.ullestad@wdm.iowa.gov

If choosing to send a hard copy please mail to: Art on the Campus * Attn: Allison Ullestad * P.O. Box 65320 * West Des Moines, IA 50265

Exhibit A

"Asteria" by Tim Adams

"Greek goddess of shooting stars, astrology, and prophetic dreams. The kinetic blue aster "bouquet" represents the nocturnal oracles and astrological wizardry of Asteria. The abstract rusted steel figure conveys her dark magic of necromancy (Communicating with the dead) and foretelling the future."



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2017 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 14th day of November, 2016, by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and Tim Adams, whose principal address is 404 E. Second Street, Webster City, Iowa 50595 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

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

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2017, and ending on November 15, 2017.
- e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
- f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.

1.2 Delivery and Installation

- a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

- c) The Artist shall deliver and install the completed Art Work at the Site no later than April 15, 2017, and shall remove the Art Work from said Site no later than November 30, 2017.
- d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.
- e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.
- f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.
- b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$1,500 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.
- b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a \$1,500 credit towards the final purchase price.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

- a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

- a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;

- 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and
- b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.
- b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

- a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of \$8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the \$8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines

Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall

refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

Article 12: Notices

- a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- 1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

- 2) if to the Artist, to:

Tim Adams
404 E. Second Street
Webster City, IA 50595

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this

Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

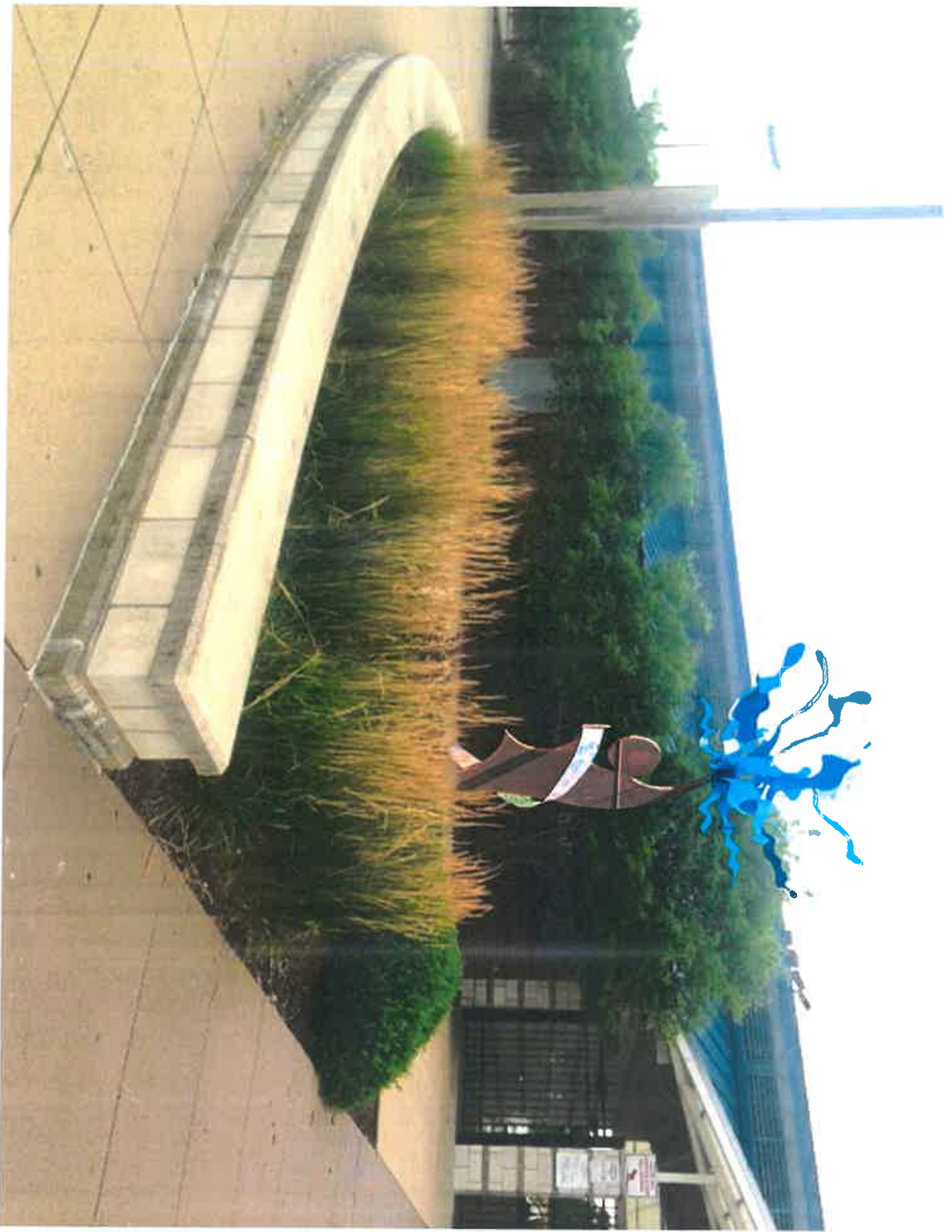
Tim Adams

CITY

Sally Ortgies, City of West Des Moines







**CITY OF WEST DES MOINES
PUBLIC ARTS ADVISORY COMMISSION**

ITEM: Motion – Approval of Otocast for the 2018 Art on the Campus Exhibit

DATE: July 27, 2017

FINANCIAL IMPACT: Approximately \$2,000 from the FY 2017-2018 Public Art Fund promotions budget.

SYNOPSIS: The Communication Committee consisting of Commission Members Jed Gammell and Ryan Crane met with staff members Allison Ullestad, Sally Orgies and Greg Hansen on July 17, 2017, to review and discuss possible options to implement an audio tour for the 2018 Art On the Campus Exhibit.

One auto tour option is Otocast, a mobile guide that would provide an audio description of each work of art as you walk around the exhibit. Staff from Otocast would contact each artist and interview them with the interview turned into a narrative that you could listen to on an Apple or Android device with a free app. The narrative would provide fun and engaging information about each piece. The app would also increase our exposure in a new marketing and promotional arena. Other public works of art could potentially be added to the audio tour. The cost is \$125 per work of art.


BACKGROUND: A one page informational sheet is attached for your review. Staff will have the app available at Thursday's meeting for Commissioners to hear.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Communication Committee recommends approval of the implementation of Otocast for the 2018 Art on the Campus Exhibit.

Lead Staff Member: Greg Hansen, Superintendent of Recreation

STAFF REVIEWS

Department Director	Sally Orgies, Director of Parks and Recreation 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

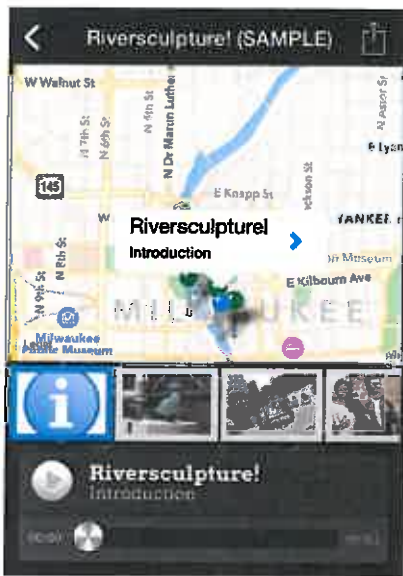
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

Otocast provides a platform and services for mobile audio guides, available for Apple and Android devices.

The app is currently being used around the country (and beyond) to let people access over 1,500 points of interest across over 80 guides (with more on the way), for **public art, murals, historic landmarks, architecture, monuments, and other points-of-interest** that get people more engaged with their surroundings, encourage exploration, and spend more time enjoying the area. There has also been more interest in using the app for **scavenger hunts, education, games, arts/culture, history, general interest** – any area you wish.



Starting with an overview map, visitors can explore your area, starting with a location, or a picture that happens to look interesting.

When they find something they like, which could be right in front of them, or a few miles away, they can read a short description, link to websites, watch videos, scroll through a photo gallery, or listen to a custom narrative – all of which deepens the engagement and encourages longer and more meaningful visits.

But the app isn't just for one location, or even one theme. Otocast contains many guides, on many topics – all sorted by proximity to the user wherever and whenever they start the app. So someone in a nearby town using the app to explore their arts and culture will instantly be made aware of what your town has to offer and entice them to pay a visit.

And local businesses can participate, too. Their locations appear in the guide with a unique pushpin color to set them apart, and they get the same audio, picture and messaging provided to the themed locations. They can offer specials and promotions specifically tailored to the app users in your area.

Find more information at: www.otocast.com where you can see a map of all our locations, read press coverage, and watch a promotional video that was produced by one of our partners in Columbia, Missouri.

