

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

AGENDA

5:30 p.m.

Thursday, March 26, 2020

**WDM City Hall – Parks & Recreation Valley View Room
4200 Mills Civic Parkway**

- 1. Call to Order / Approval of Agenda**
- 2. Citizen Forum**
- 3. Approval of Minutes of February 27, 2020 Meeting**
- 4. Old Business**
- 5. New Business**
 - A. Motion – Approve Recommendation to City Council – Amphitheater Public Art Project – Douwe Blumberg
 - B. Motion – Approval of Recommendation to City Council – Traffic Signal Box Environmental Education Art Project – Clint Hansen
 - C. Discussion – Blossoms on the Water
- 6. Committee Reports**
 - A. Events Committee
 - B. Communications Committee
 - C. Exhibition Committee
- 7. Project Work Group Reports**
 - A. Water Quality Community Service Art Projects/Event
 - B. Amphitheater Public Art
 - C. Traffic Signal Box Art
- 8. Staff Reports**
 - A. Arts, Culture & Enrichment Supervisor
 - B. Director of Parks and Recreation
- 9. Other Matters**
- 10. 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.

The regular meeting of the West Des Moines Public Arts Advisory Commission was called to order on Thursday, February 27, 2020, at 5:37 p.m. by Chair Crane

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

Staff	Sally Ortgies <i>Director of Parks & Recreation</i>	Allison Ullestad <i>Arts, Culture, and Enrichment Supervisor</i>	Miranda Kurtt <i>Secretary</i>	Matt McKinney <i>Council Liaison</i>
Present	X	X	X	

On Item 1. Approval of Agenda

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

On Item 2. Citizen Forum

On Item 3. Approval of Minutes of January 23, 2020, Meeting

Boyd moved to approve the minutes as presented. Phillips seconded. Motion carried, 6 yes.

On Item 4. Old Business

No report.

New Business

On Item 5A. Motion – Establish Light Valley Junction Public Art Project Work Group

On behalf of the Exhibition Committee, Crane provided details regarding the Light Valley Junction Public Art Project Work Group. Kenworthy questioned why there was only one Commissioner on the work group instead of two. Ortgies stated that due to the smaller size of the work group only one Commissioner was included. Another Commissioner could be added, but for voting purposes, the work group should be kept at an odd number. Kenworthy stated that going forward, it would be beneficial to have two Commission members on a workgroup.

Kenworthy moved to approve the Light Valley Junction Public Art Project Work Group as recommended by the Exhibition Committee. Luther seconded. Motion carried, 6 yes.

On Item 5B. Motion – Approval of Art on the Campus People’s Choice Award Selection Process

Crane stated that \$500 has been budgeted for the Art on the Campus People’s Choice Award winner. The Exhibition Committee is recommending that a panel be established consisting of 4 voting members - Public Arts Advisory Commission City Council Liaison, Local Artist Professional, High School or College Student, and the public (via online survey). Luther questioned if the City Council Liaison has agreed to participate. Ortgies stated she is waiting to approach Councilmember Matt McKinney pending approval of the process by the Commission. Boyd questioned if the Councilmember could be replaced with a Commissioner. Ullestad stated that the hope is Councilmember McKinney will be able to participate since they can perform the voting at their convenience over a one month time period.

Kenworthy questioned if there will be criteria for the voting members. Luther stated it would be more subjective. Ullestad stated there will be a rating scale from 1-10 instead of the 'which one do you like best' approach that has been used in the past.

Boyd moved to approve the Art on the Campus People's Choice Award Selection Process as presented. Phillips seconded. Motion carried, 6 yes.

Committee Reports

On Item 6A. Events Committee

Ullestad stated the Events Committee has not met. A meeting will be schedule once Bounnak Thammavong provides his available dates for the Aqua Strata unveiling.

On Item 6B. Communications Committee

Ullestad stated the Communications Committee has not met.

On Item 6C. Exhibition Committee

Ullestad stated they did meet via phone to discuss the Art on the Campus People's Choice Award Selection Process and Light Valley Junction Project Work Group.

Project Work Group Reports

On Item 7A. Water Quality Community Service Public Art Projects/Event

Ullestad stated that Blossoms on the Water will occur during the Earth Day Event on April 25, from 10:00 am to 1:00 pm, along with the chalk artist. Stephanie and Bounnak Thammavong worked with the West Des Moines School District's Fine Arts Director to have students create the watercolor pieces that will be incorporated in the design of Aqua Strata. Ullestad provided Thammavong with the measurements of the space being proposed for Aqua Strata in the Raccoon River Park Nature Lodge. Ullestad is waiting to hear when the piece will be installed, ideally a couple of weeks before May 1, while the Nature Lodge is still closed for remodeling. Any pieces not included in the sculpture will be incorporated into a banner to be displayed during the unveiling event. Boyd questioned if pictures were taken of the kids while they were creating the pieces. Ullestad will check with Thammavong. Iowa Stormwater Education Partnership is planning to participate at the Earth Day event to provide information on water quality and their mascot, Gill, will be there.

On Item 7B. Amphitheater Public Art

Crane stated that 36 responses to the Request for Qualifications (RFQ) had been received. The Work Group narrowed the list down to 3 artists from California, Kentucky, and New Jersey. In-person interviews are scheduled for March 4. The \$174,000 budget for the project includes a \$50,000 Bravo Grant and a \$30,000 increase in the Commission's budget.

On Item 7C. Traffic Signal Box Art

Ullestad stated the Call for Artists closes on February 28. A meeting is scheduled for March 10 to select an artist or decide to do interviews. The contract with the artist will come to the Commission to approve at the March meeting. A meeting took place with Development Services and Engineering staff, and there were no major concerns from those departments.

Staff Reports

On Item 8A. Arts, Culture & Enrichment Supervisor

Ullestad stated that she met with the library staff regarding the possible mural on the wood screen around the mechanical equipment. She contacted Brian Bonanno to elicit estimates and feedback in regard to creating a mural. This information was sent to the library staff for them to determine the

next steps. The Commission would need to approve any proposed artwork. Eric Hansen posted images of the Folded Flags at night on his Facebook page. This has generated increased interest in the sculptures.

On Item 8B. Director of Parks and Recreation

Ortgies stated that a workshop with Brian Bonanno is scheduled to immediately follow the March Commission meeting. On April 21 and 28, the Commission will meet with Ellen Nelson who will facilitate a strategic planning session to update the Public Art Master Plan. Nelson will hold a pre-planning session with Ortgies, Ullestad, and Crane on March 6.

On Item 9. Other Matters

Phillips stated that he cannot attend the Americans for the Arts conference on June 26 - 28. Boyd would be interested in attending. Phillips asked if Folded Flags will be submitted for the AFTA award. Ullestad stated that Brian Abeling has been hired to take professional images of all of the artwork, including Folded Flags. These photos are needed to include in the award submittal. Phillips questioned if we can discuss a tour with Brian Bonanno for this year or next year for the Commission's 10 year anniversary. Kenworthy questioned when elections for the Commission occur. Ortgies stated they are typically held in April or May.

Receive, File and/or Refer

None.

Luther moved to adjourn the meeting. Gammell seconded. Motion carried, 6 yes. The meeting adjourned at 6:19 p.m.

Respectfully submitted,

Miranda Kurtt
Parks & Recreation Secretary

ATTEST:

Brenda Sedlacek
Secretary

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

DATE: March, 26, 2020

ITEM: Motion – Approve Recommendation to City Council – Amphitheater Public Art Project – Douwe Blumberg

FINANCIAL IMPACT: Cost not to exceed \$174,000 to be paid from budgeted funds in the Public Art account (437.400.470.5400.750).

SYNOPSIS: The Amphitheater Public Art Project Work Group met on Wednesday, March 4, 2020, to interview and score three finalists. After discussion among the group and tabulation of scores, the Work Group unanimously approved a recommendation to contract with Douwe Blumberg from DeMossville, Kentucky. Scores and comments can be found in the attached meeting notes.

Staff has prepared a draft contract that is currently being reviewed by the City of West Des Moines Legal Department. With the Commission's approval, the contract will be included on a future City Council meeting agenda (date to be determined).

BACKGROUND: A copy of Blumberg's RFQ submission is attached.

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

RECOMMENDATION: That the Commission recommend City Council approval of an artist agreement with Douwe Blumberg for the Amphitheater Public Art Project.

Lead Staff Member: Allison Ullestad, Arts, Culture, and Enrichment Supervisor

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Amphitheater Public Art Work Group		
Date Reviewed	3/4/2020		
Recommendation	YES	NO	SPLIT

Meeting Summary

Jamie Hurd Amphitheater Public Art Project Artist Interviews

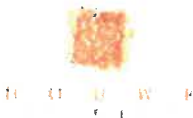
3.4.2020

Work Group: Ryan Crane, Jeff Phillips, Laura Reveles, Joe Wallace, Ashley Fuhrmeister
WDM Parks and Recreation Staff: Sally Ortgies, Allison Ullestad, Marnie Strate

Work group and staff interviewed three finalists: Gordon Huether, Douwe Blumberg, and Ilan Averbuch beginning at 3:00pm with Huether. Joe Wallace arrived during Huether's interview at approximately 3:45 pm.

Following all three interviews, each work group member completed the interview scoresheet and shared their scores of up to 25 points for each artist. Scores were tallied and results were Huether 98, Blumberg 110.5, Averbuch 110. In the interest of fairness, scores were also tallied without Wallace's scores, resulting in Huether 78, Blumberg 88, Averbuch 88.

With Blumberg and Averbuch's scores so close, discussion turned to a decision between the two of them. The work group was impressed with both artists. Pros for Averbuch included a detailed public engagement plan, his use of recycled materials, and the opinion that his artwork would fit aesthetically in the city campus landscape. Pros for Blumberg included a number of well-worded "home run" statements in his interview, public engagement ideas involving school field trips, and a similar 360 degree approach to the public art design as had been used to design the amphitheater itself. The work group came to a unanimous decision to select Douwe Blumberg.



Douwe Blumberg
Sculptor

805-573-3564
douwe@douwestudios.com
www.douwestudios.com

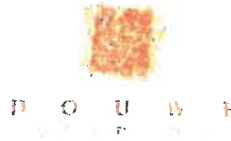
Jamie Hurd Amphitheater Artwork Artist Statement

When three-dimensional fine art is encountered and experienced in a surprising and unique site, the experience is elevated into a formative and lasting one. The symbiotic interaction possible between this amazing site and a potential artwork harbors fantastic artistic potential. This, combined with my passion for exposing the public to the powerful positive influence of fine-art and my proximity to West Des Moines make this an exciting opportunity to me. West Des Moines is a vibrant, resilient and forward-looking community with a rich history and an exciting future. To this end, the artwork should be sophisticated, uplifting and universally appealing to as wide and diverse a demographic as possible.

My images attest to a body of work unabashedly exploring a diversity of styles and subjects. This is completely intentional, reflecting a deep commitment to approach each art opportunity with a creative "blank slate". It is important that my artistic vision be guided solely by the site, its' people and energy resulting in works truly feel "organic" to their sites. Over the last decade I have created dozens of sculptural artworks across the nation from Ground Zero in New York City, west to Las Vegas, San Francisco and William Shatner's estate in Los Angeles; from Orlando north to the University of Wisconsin with dozens of municipalities in between and overseas. We have worked with budgets up to 2.1 million and with bureaucracies and sites as complex as New York City and committees as sensitive as the 7/20 Aurora, Colorado Theater Shooting committee. 2018 saw my work, "Convergence" receive the prestigious Americans for the Arts, 2018 Public Art in Review Award. I am also the only artist to have been commissioned to create a work at Ground Zero.

Because of my beforementioned passion for bringing public art to people and their communities, I very much enjoy taking that to a deeper level by actively encouraging and participating in programs designed to engage the community and create active engagement and a sense of ownership of the artwork. As a professional sculptor, I meet the eligibility requirements set forth in the RFQ.

In addition to artistic vision however, large and important projects such as this also demand artists with a proven track record of professionalism. As my references will attest, maintaining a high degree of professionalism is important to me. My work will always be on-schedule and within budget. I feel the combination of experience, artistic vision, work ethics and professionalism make me an exceptional finalist candidate to create a truly world-class artwork for this truly world-class site.



Douwe Blumberg
Sculptor
805-573-3564

douwe@douwestudios.com
www.douwestudios.com
3175 Hwy 467
Demossville, KY 41033

Selected Recent Public Works

<p>'Reflections of Service' - Kearny, NE. Three-dimensional human figure reflection on grounds of veterans home Commissioned by: Nebraska Arts Council</p>	<p>November 2019</p>
<p>'Zephyr in Triptych'-Superior, CO. Monumental scale abstract figures in roundabout at McCaslin Blvd. Commissioned by: Town of Superior</p>	<p>August 2019</p>
<p>'The Iron Roof' - Raleigh, NC. Abstract artwork for Fire Station 12 Commissioned by: City of Raleigh, NC.</p>	<p>June 2019</p>
<p>'Ascentiate'-Aurora, CO. Reflection Garden Memorial Sculpture for victim's of 2012 theater shooting, Aurora, CO. Commissioned by: 7/20 Memorial Foundation</p>	<p>July 2018</p>
<p>'Convergence'- Salt Lake City, UT Monumentally scaled abstract work at Unified State Laboratory Commissioned by: Utah Division of Arts and Museums Public Art Program</p>	<p>October 2017</p>
<p>'Well Red' Bucky Badger sculpture - Madison, WI Bronze and stained glass illuminated mascot in Alumni Park, University of Wisconsin Commissioned by: University of Wisconsin Alumni Association</p>	<p>September 2017</p>
<p>'Highline Times' RTD FasTracks -Aurora, CO Bas-relief for gateway pedestrian bridge at Abilene Station Commissioned by: Art in Public Places for the City of Aurora</p>	<p>December 2016</p>
<p>'Sunset'-Main Library, Clearwater, FL. Life scale tree with colored polycarbonate leaves at Main Library Commissioned by: City of Clearwater</p>	<p>September 2016</p>
<p>'Nevada State Veterans Memorial – A National Tribute'- Las Vegas, NV Large multi-sculpture installation on grounds of Grant Sawyer State Building Conceptual designer and sculptor Commissioned by: Las Vegas Veterans Memorial Foundation</p>	<p>May 2016</p>
<p>'A Greater Purpose' - Fond du Lac, WI Abstract artwork for outdoor courtyard Commissioned by: Headquarters for Private corporation</p>	<p>April 2016</p>
<p>'Echoes of the Range' - Brighton, CO Abstract equine artwork beginning in entryway through and into lobby of Adams County Government Center Commissioned by: Adams County Art Council</p>	<p>June 2015</p>

<p>'Dance of Life' – Davidson, NC. Memorial sculpture grounds of town hall Commissioned by: Town of Davidson</p>	<p>April 2015</p>
<p>'Ascension' - Charleston, SC Gadsdenboro Park fountain sculpture Commissioned by: City of Charleston</p>	<p>December 2014</p>
<p>'Take Flight Orlando'- Orlando, FL. Large flock of aluminum alloy birds on lake Eola Commissioned by: See Art Orlando</p>	<p>September 2013</p>
<p>'Ode to Joy'-Burlingame, CA. Large outdoor cornerstone/entryway sculpture Commissioned by: Mills-Peninsula Health Services</p>	<p>June 2013</p>
<p>'Silver Sentinel'-Summit, NJ 13' stainless steel tree, entryway artwork for the city Commissioned by: City of Summit, NJ</p>	<p>April 2013</p>
<p>'Way of Horse and Bow' 12th century mounted samurai warrior – Frazier Museum, Louisville, KY and William Shatner Estate, Los Angeles, CA. Commissioned by: William Shatner</p>	<p>July 2012</p>
<p>'America's Response Monument' - Ground Zero, New York City U.S. Special Operations Monument Featured in Warner Bros. film <i>'12 Strong'</i>. "America's Response Monument" is the first national monument to honor the heroes of our Special Operations community who responded to the events of 9/11, 2001. Commissioned by: Private Donors</p>	<p>November 2011</p>
<p>City Creek revitalization project – Salt Lake City, UT. Bird migration area Commissioned by: City Creek Reserve Inc.</p>	<p>December 2011</p>
<p>'Flight 5191 Memorial'- Lexington, KY University of Kentucky Arboretum, Lexington, Kentucky. Commissioned by: Flight 5191 Memorial Commission</p>	<p>August 2011</p>
<p>'Steel Stampede'- Aurora, CO. Life size silhouettes of a herd of thirteen wild horses for Star K Ranch home to Morrison Nature Center Commissioned by: Art in Public Places, City of Aurora, Colorado</p>	<p>September 2009</p>
<p>'Birds of Aurora'- Aurora, CO. Three soaring flights and six individual 7ft birds placed along walkway in park Commissioned by: Art in Public Places, City of Aurora, Colorado - Side Creek Park</p>	<p>September 2009</p>
<p>'Wings of Change'Longmont, CO Abstract artwork for Vance Brand Municipal Airport Commissioned by: City of Longmont, Colorado</p>	<p>August 2009</p>

'Music in the Air – The Gene and Nadine Spragens Memorial'

July 2009

Commissioned by: Marion County Arts & Humanities Council, Lebanon, KY.

'Birds of Valencia' - Los Angeles, CA

January 2008

Stylized bird sculpture for Bridgeport Market Place

Commissioned by: Intertex Corporation

'Tom Moore Memorial' - Louisville, KY,

August 2005

Human figure memorial at 'Freedom Hall', Kentucky State Expo Center

Commissioned by: United Professional Horseman's Association, Kentucky Expo Center & KY State Fair Board

Recent Media

- *'Monumental Effort'* documentary about the making of *'America's Response Monument'* Released by Warner Bros. featured on *'12 Strong'* DVD
- *'America's Response Monument'* featured in Warner Bros. film *'12 Strong'*
- *Colorado Public Radio – Aurora Theater Shooting Memorial Artist: 'I Want This To Focus On What's Happened Since That Night' – By Stephanie Wolf 8/28/17*
- *Colorado Public Radio – Audio: Interview with Nathan Heffel 8/28/17*
- *American Legion Magazine. The American Legion 10/14/15 "A 'timeless' veterans memorial underway in Las Vegas" - 12/17/15 "War Sculptor - By Jeff Stoffer*
- *WFPL NPR, Louisville, KY. By Erin Keane 7/2/12 "Shatner Donates Samurai Statue to Frazier Museum"*
- *Wall Street Journal/wsj.com Associated Press 11/12/11 "Biden helps to unveil statue on Veterans Day in NYC"*
- *Fox and Friends 11/11/11 Interview with Special Operations horse soldiers.*
- *New York Times. By Patrick McGeehan 11/10/11 "New to City, Statue Seeks Resting Place"*
- *Washington Times. By Alex Quade special to Washington Times. 10/28/2011 , front page "'America's Response' for Ground Zero"*
- *CNN.com article. By Alex Quade special to CNN - 10/7/2011 "Monument honors U.S. 'horse soldiers' who invaded Afghanistan"*
- *Lexington Herald-Leader By Bill Estep and Linda B. Blackford 8/28/11 "A soaring tribute, a place to reflect – Remembering Flight 5191"*

Selected Recent Private Commissions

- One-third life size mounted Japanese Samurai rider and horse. William Shatner, Los Angeles, CA. and Frazier History Museum, Louisville, KY - 2012
- One-third life size horse. Saddlebred Museum, Lexington, KY - 2009
- Figurative Memorial – United Professional Horseman's Association, Lexington, KY - 2009
- Half-life size horse with rider. Chicago, Illinois - 2008
- Human figure. Anita Schroederer, Geneva, Switzerland - 2007
- Life size outdoor equine sculpture. William Shatner, Los Angeles, CA. -2003
- Life size outdoor sculpture. Misdee Wrigley, Chicago, Ill. - 2004
- Group of 3 sculptures for World Championship Horse Show. Louisville, KY. - 2006

Selected Recent Collections

- Royal Palace of His Majesty King Hamad Bin Isa Alkhalifa Kingdom of Bahrain
- SonRise Café, Tokyo, Japan
- Frazier History Museum, Louisville, KY
- William Shatner, Los Angeles, CA.
- Sheik of United Arab of Emirates
- Wrigley collection – Chicago, Illinois

- U.S. Senate building, Washington DC
- Presidential residence - Paris, France
- Budweiser Corporation – St. Louis, Missouri
- Embassy of Qatar, Washington, D.C.
- American Saddlebred Museum – Kentucky Horse Park, Lexington, Kentucky
- Special Forces Museum – Fort Bragg, North Carolina
- U.S. Cavalry Museum – Fort Riley, Kansas
- Elizabeth Goth Foundation – London, United Kingdom

Recent Accolades

- ‘*Convergence*’ selected and recognized artwork in the Americans for the Arts 2018 *Public Art Network Year in Review*
- Selected “Enrichment Artist” Cunard Cruise Lines 2018 – Queen Mary 2
- Selected Artist in Residence, Breckenridge, CO 2009, 2012, 2014, 2017
- Event Judge for the 23rd Annual *Budweiser International Snow Sculpture Championship*, Breckenridge, CO 2013
- Featured *Kentucky Homes & Gardens* March/April 2008, Volume 5 Issue 2 – 2009
- Featured publication – ‘*Equestrian Style*’ 2008

Recent Exhibits/Galleries

- Personal invitation to participate in the art gallery at “Mara’ee” under the patronage of His Majesty King Hamad Bin Isa Alkhalifa of the Kingdom of Bahrain
- “*Sculpture on the Blue*” Breckenridge, CO. 2014
- *Kentucky Horse Park* – Visitor Center 2014 - present
- *Frazier History Museum*-permanent collection, Louisville, KY
- *Alltech FEI World Equestrian Games* – Lexington, KY 2010
- *World’s Championship Horse Show*, Louisville, KY 2002-2012
- *Terry Lindsey Gallery*, Saratoga Springs, NY – 2009 - 2015
- *Devon Art Showcase*, Devon, Pennsylvania – 2009 -2012
- *2008 Horse in Fine Art – By Invitation, Special Exhibition by American Academy of Equine Art, Inc.* – The Columbia Art League, Columbia, MO. and The Wildlife Experience Museum, Parker, CO. – April through August 2008
- *2007 Fall Open Juried Exhibition*, International Museum of the Horse, Kentucky Horse Park, Lexington, KY
- *Art in Public Places*, City of Wellington, Florida, 2006 - 2007
- *Crossgate Gallery*, Lexington Kentucky, 2005 – 2006

Education

- Apprentice to James Dallas – Master wood sculptor, Los Angeles, CA
- Apprentice Metal Arts Foundry – Los Angeles, California
- University of Southern California Idyllwild School of Arts
- Beverly Hills High School – Arts Metal Jewelry Program
- Art Academy of Amsterdam-Amsterdam, Netherlands



Douwe Blumberg
Sculptor

douwe@douwestudios.com
805-573-3564

References

'Zephyr in Triptych'

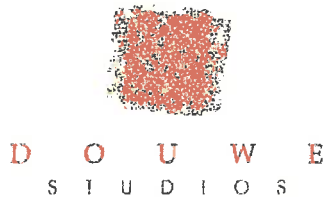
Deana Miller
Cultural Arts & Events Supervisor
Parks, Recreation & Open Space
Town of Superior
deanam@superiorcolorado.gov
303-499-3675 x167

'Nevada State Veterans Memorial – A National Tribute'

Scott Tiano
Executive Director
Las Vegas Veterans' Memorial Foundation
scott@adaptsg.com
702-858-4760

'Convergence'

Jim Glenn
Visual Arts Manager Public Art & Design Arts
Utah Division of Arts & Museums
617 E. South Temple
Salt Lake City, UT 84102
jglenn@utah.gov
801-245-7271



Douwe Blumberg
Sculptor

3175 Hwy 467
DeMossville, KY 41033
805-573-3564
douwe@douwestudios.com
www.douwestudios.com



Image 01-04

Convergence – Utah Unified Lab Facility, Salt Lake City, UT.
2017

Aluminum alloy
20'x8'x13' \$275,000

Commissioned by: Utah Division of Arts and Museums Public Art Program



A monumentally-scaled, twenty foot tall face gazes questioningly skyward. The face is comprised of a lace-like metal skin; this skin is

in turn formed from thousands of smaller parts, in this case metal rings of varying sizes. The face's structure reflects the science demonstrating that we are ultimately the sum of a convergence of myriads of ever-smaller elements.



Image 05-07

Zephyr in Triptych – Roundabout McCaslin Blvd. and Main St.,
Superior, CO.

2019
Aluminum Alloy

20'x15'x15' \$185,000

Commissioned by: Cultural Art in Public Places, Town of Superior, CO.



In view of our culture's current climate, I felt powerfully motivated to create an artwork communication a powerful and positive message about the true meaning of "community". Painstakingly fabricated from thousands of sculpted aluminum alloy rings, each ethereal figure is a beautiful and unique individual artwork, yet when joined together create an even greater and more stable image by their unity.



Image 08-12

Birds of Valencia - Bridgeport Marketplace, Valencia CA.

2008

Aluminum 17'x22'x15' -\$65,000



Commissioned by: Intertex Corporation

Unveiled in Los Angeles winter 2008; 65 cast aluminum birds, each over 5 feet in wingspan rise from the lake surface to over 17 feet in the air. This piece was a unique engineering challenge, and has proved extremely popular.



Image 13-19 "Well Red" Bucky Badger – University of Wisconsin

2017

Bronze, stainless steel, and illuminated stained glass 9x8x8 \$170,000



Commissioned by: Alumni Association University of Wisconsin – Madison.



A cutting-edge, seamless fusion of illuminated stained glass, bronze and stainless steel create the life-and-a-half scale image of the beloved mascot of the University of Wisconsin. Pensively overlooking the lakeshore in the new "Alumni Park", this piece was intentionally designed to encourage interaction and exploration.



Image 20-24

Greater Purpose - Fond du Lac, WI

2016

Bronze, stainless steel, and aluminum alloy

Commissioned by: Private Corporation

18'x10'x10' - \$100,000



Iconic sculpture for Wisconsin company corporate headquarters.

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

5B

DATE: March 26, 2020

ITEM: Motion – Approval of Recommendation to City Council – Traffic Signal Box Environmental Education Art Project – Clint Hansen

FINANCIAL IMPACT: Cost of \$4,000 to be paid from budgeted funds in the Public Art account (437.400.470.5400.750).

SYNOPSIS: The Environmental Education Traffic Signal Box Art Work Group met on Tuesday, March 10, 2020, to interview and score a total of five submissions. After discussion among the group and tabulation of scores, the Work Group unanimously approved a recommendation to contract with Clint Hansen of Urbandale, Iowa. Scores can be found in the attached meeting notes.

Staff has prepared a draft contract that is currently being reviewed by the City of West Des Moines Legal Department. With the Commission’s approval, the contract will be included on a future City Council meeting agenda (date to be determined).

Hansen will not be fabricating nor installing the artwork onto the traffic signal boxes. Hansen is only tasked with the artwork design. Staff will acquire bids from local vendors to print and install the vinyl graphics. There is a budgeted amount of \$9,000 in the Public Art account for this.

BACKGROUND: A copy of Hansen’s Call for Artists submission is attached. A map of the eight traffic signal box locations with each featuring an environmental education topic is also attached.

OUTSTANDING ISSUES (if any): None at this time other than the items listed above.

RECOMMENDATION: That the Commission recommend City Council approval of an artist agreement with Clint Hansen for the Environmental Education Traffic Signal Box Art project.

Lead Staff Member: Allison Ullestad, Arts, Culture, and Enrichment Supervisor

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	E.E.T.S.B.A Work Group		
Date Reviewed	4/10/2020		
Recommendation	YES	NO	SPLIT

SCORESHEET – TRAFFIC SIGNAL BOX ART PROJECT

Score each artist on a scale of 1-5 (5 being best) for each criteria.

Criteria for scoring is based upon RFP.

Work Group Member	Amy Putney Koenig	Ben Hying	Ben Schuh	Clint Hansen	Jacob Kuperman
Diane Boyd	25	20	25	25	20
Joe Cory	14	13	15	19	9
Joshua Duden*		#1	#3	#2	
David Sadler	16	14	18	20	17
Amenda Tate	24	12	21	22	19
Artist Totals:	79	59	79	86	65

*Josh Duden did not send score totals, but shared his top three choices.



 **ART WORKS.**

**RESPONSE TO
CALL FOR ARTISTS**
ENVIRONMENTAL EDUCATION
TRAFFIC SIGNAL BOX ART



**CLINT HANSEN
FEBRUARY 2020**

RESPONSE TO CALL FOR ARTISTS

ENVIRONMENTAL EDUCATION

TRAFFIC SIGNAL BOX ART

February, 2020

Art evokes emotion. Art is a catalyst generating thought and conversations. The West Des Moines Environmental Education Traffic Signal Box Call for Artists isn't just another contest to beautify the city. It's an opportunity to develop powerful visual public messages building dialogue and raising awareness for cleaner living and better lives for all of us.

I am responding to this call because:

- I endorse the message
- I have an understanding of and experience in visually communicating the environmental education topics
- I am well qualified and skilled to concept and design the 8 pieces - professionally and on time.

Perhaps one of the best examples of my experience in environmentally friendly vinyl wraps is one of my latest designs, approved just last week. I will not include the design as the client has not unveiled the project, but Dart is working with MidAmerican to bring the first all-electric buses to Des Moines. It was an honor to be the designer for that project and I look forward to seeing the buses promoting clean energy soon.

As the West Des Moines Environmental Education Traffic Signal Box Artist, I would work under the Group's direction, creating designs that educate, inspire, motivate and encourage.

Key arguments for project success:

1. **Teamwork**- Concepts and Designs in collaboration with and working under approval of Environmental Education Traffic Signal Box Art Work Group
2. **Experience**- Unique skill set along with 30+ years of creating art and meeting deadlines for Fortune 500 corporations, plus an advertising agency Art Director background including hands-on vinyl wrap design
3. **Creative Concepts**- Ideas power creative communication. In order to grab and hold a viewer's attention a design must be a catalyst for thought. The best creative gets us to think - and act. That's my goal.
4. **Motive**- West Des Moines is a beautiful place to call home, it is inspiring. Cleaning it up and keeping it that way is worthy of such an all out endeavor to promote our environmental health

The conceptual design I have included with the environmental education topic of recycling is conceptual only. I am quite willing to make any changes necessary to better communicate the concept as the Group directs.

Thank you for your consideration. It would be an honor to work alongside you to create exclusive, powerful art that *works*.

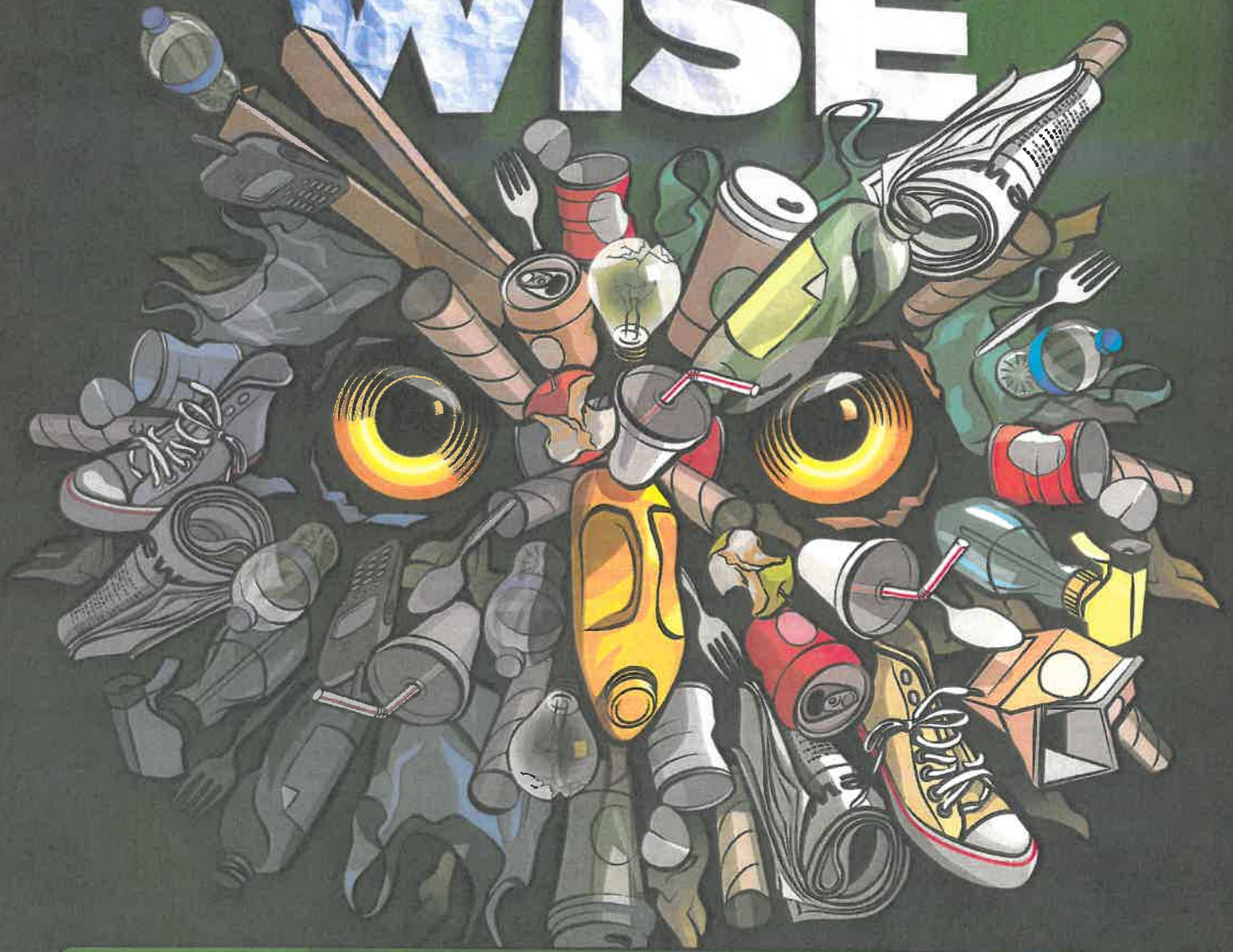
Sincerely,



Clint Hansen, Artist



WASTE WISE



WEST DES MOINES RECYCLES





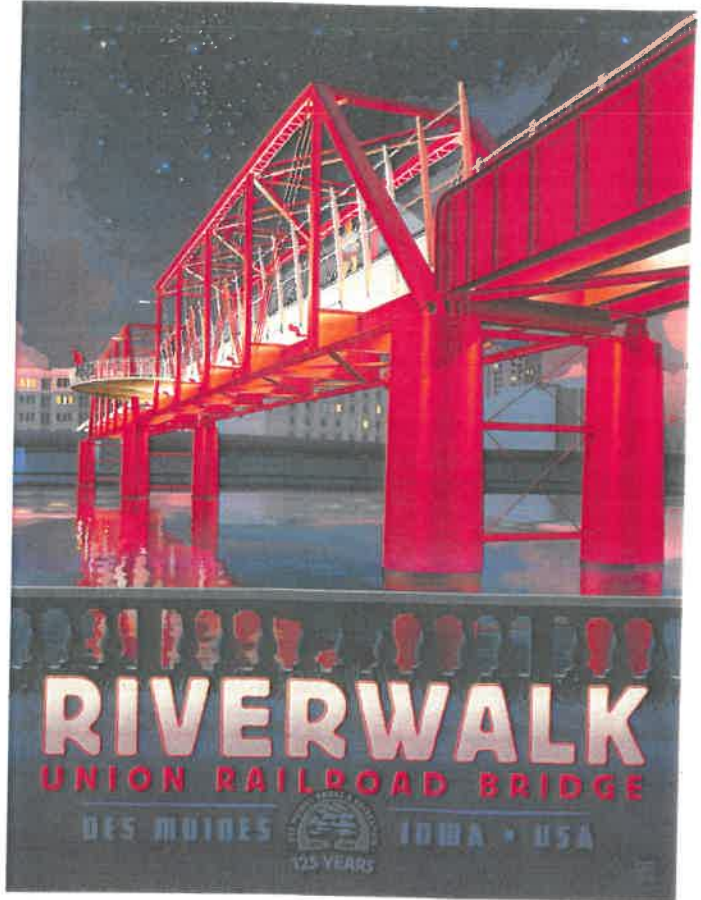
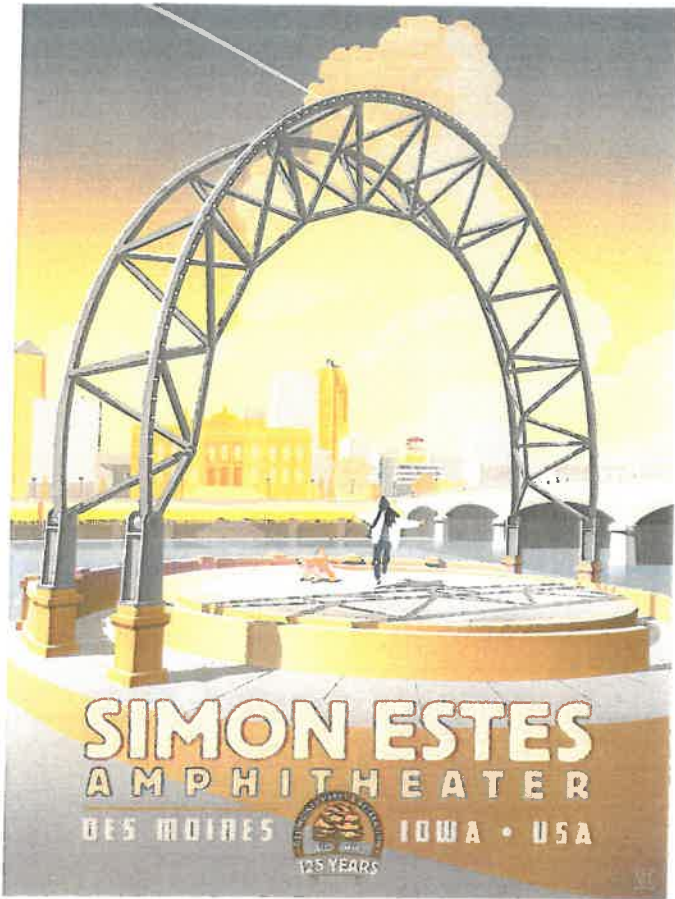
RECYCLING TOPIC ▲ Within provided template



SAMPLE 1 CORPORATE GIFT - VESTAS ▲

Vestas expressed appreciation to one of their large Canadian wind turbine customers with a Clint Hansen commissioned oil painting.





SAMPLE 2. DES MOINES PARKS 125TH ANNIVERSARY POSTER SERIES ▲

Part of a poster series celebrating and promoting Des Moines Parks, gifting back profits from sales.



**SAMPLE 3
EDUCATIONAL
DIGITAL ART**

Environmental,
clean habitat related
educational poster



CLINT HANSEN

VISUAL COMMUNICATOR

Clint Hansen is an Iowa native and fifth generation artist creating one-of-a-kind digital and traditional artwork for gallery, commercial and public settings. His award-winning art is represented in private, corporate and governmental collections.

- BFA (Cum Laude) Iowa State Univ, 1987
- 30+ years freelance artist working with Fortune 500 companies
- Art Director at a Des Moines, Iowa Advertising Agency
- Oil portrait hanging in U.S. Capitol, Permanent Collection
- 3 large scale mosaic murals in Iowa State University Permanent Collection
- 2 Coins for U.S. Mint & Olympic Committee

Artist Statement

The truth of a story lies in the details. As an artist for over 30 years, working through the composition of a visual narrative has never failed to thrill me. Nothing is better than the textures, colors, and shapes of a piece coming together to communicate a powerful message.

I get lost in the work. I love what I do.

I am the official portrait artist for the Washington Huskies Hall of Fame and have worked with some of the best creatives in the country.

Partial Client List

(2) U.S. Mint coin designs for the U.S. Olympic Committee, Smithsonian Institute, Frank Lloyd Wright Foundation, Chicago Bears, Iowa State University, Disney, NBA, World Food Prize, Danish Immigrant Museum, North Carolina Museum of History, John Deere Financial, Washington Huskies Hall of Fame, IBM, National Historic Trails Museum, Coca-Cola, Anheuser-Busch, Audi, Ford Motor Company, Banana Republic, McDonald's, Arby's, Cracker Barrel, Old Spice, Capital One, Iowa Air National Guard, Reader's Digest, Kodak, NAPA, Wood Magazine, Procter & Gamble, Zebco, Energizer Batteries, John Deere, Harley Davidson, Union Pacific Museum, Kellogg's.



ARTISTIC REFERENCES

Lynette L. Pohlman

Director and Chief Curator
University Museums, ISU
290 Scheman Building
1805 Center Dr, Ames, IA 50011-1059
515.294.6966
lpohlman@iastate.edu

*Head of projects for 3 large
commissions on ISU Campus*

Steve Munro

Artist Representative
Munro Campagna
410 South Michigan Ave., Suite 439
Chicago, IL 60605
312.335.8925
steve@munrocampagna.com

*We have worked together on a
professional level for 30 years.*



SAMPLE 4. COMMISSIONED ART

Series with vintage feel focused on childhood aspirations.

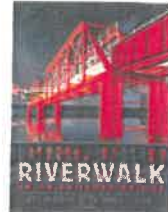
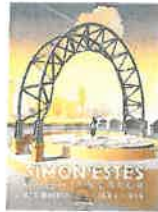


LIST OF WORK SAMPLES



SAMPLE 1
CORPORATE GIFT - VESTAS
Vestas expressed appreciation to one of their large Canadian wind turbine customers with a Clint Hansen commissioned oil painting. Budget \$7,000

SAMPLE 2 .
DES MOINES PARKS 125th ANNIVERSARY
Part of a poster series celebrating and promoting Des Moines Parks, gifting back profits from sales.



SAMPLE 3
EDUCATIONAL - DIGITAL ART
Environmental related educational poster



SAMPLE 4.
COMMISSIONED ART
Series with vintage feel focused on childhood aspirations. Budget \$3,850 per piece

EWING PARK

DES MOINES



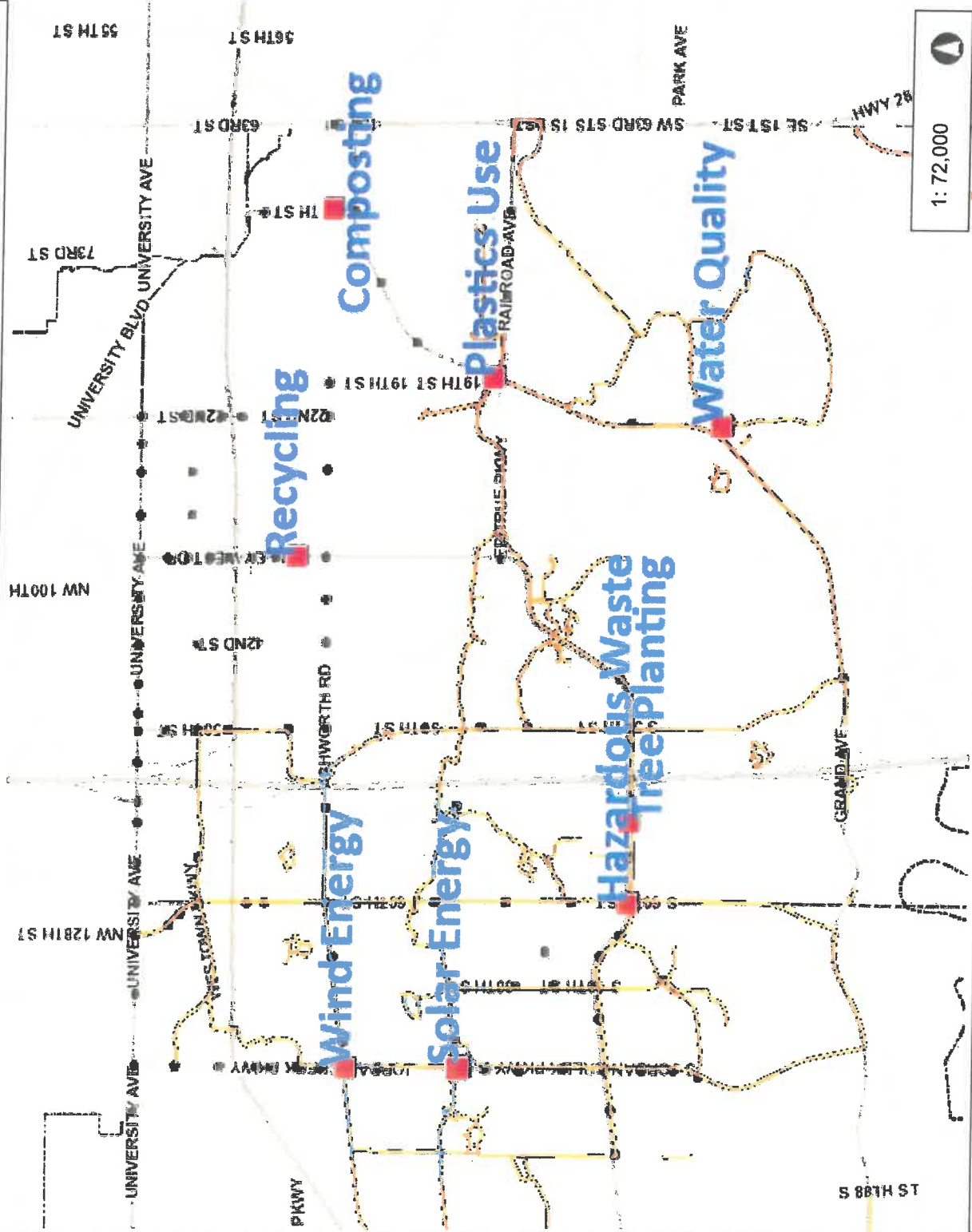
IOWA • USA

**Environmental Education Traffic Signal Box Art
Identified Locations**

Environmental Education Topic	Location
Plastics Use	Grand Ave & EP True Parkway
Tree Planting	Mills Civic Pkwy & Glen Oaks Dr
Hazardous Waste	Mills Civic Pkwy & South 60th Street
Wind Energy	Jordan Creek Pkwy & Ashworth Rd
Recycling	Valley West Drive and Sylvania Dr (@ HS)
Composting	Ashworth Road & 8th St
Water Quality	Grand Ave & RRRP Entrance
Solar Energy	Jordan Creek Pkwy & EP True Pkwy



Environmental Education Traffic Signal Box Art locations



1:72,000

12,000.0 0 6,000.00 12,000.0 Feet

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City of West Des Moines, Iowa

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

5C

DATE: March 26, 2020

ITEM: Discussion – Blossoms on the Water

FINANCIAL IMPACT: \$14,000 was paid to Bounnak Thammavong (artist) in July 2019. \$15,000 remains in the budget for completion of the temporary artwork.

SYNOPSIS: “Blossoms on the Water” was to be a temporary exhibit to occur during Illumifest on September 21, 2019. Illumifest was cancelled due to poor weather conditions. Thammavong then agreed to “Blossoms on the Water” happening at the Earth Day Family Fun event that was scheduled for April 25, 2020. Due to the West Des Moines Parks and Recreation Department’s response to COVID-19, where all programs and events were cancelled through May 10, 2020, “Blossoms on the Water” will not happen as planned.

Staff would like the Commission to discuss if the “Blossoms on the Water” temporary exhibit should still be held at a future community event or if the contract with Bounnak Thammavong for “Blossoms on the Water” should be terminated.

BACKGROUND: A copy of the final proposal for “Blossoms on the Water” as well as the contract with Thammavong for the installment of “Blossoms on the Water” is attached for reference.

OUTSTANDING ISSUES (if any): None at this time other than the items listed above.

RECOMMENDATION:

Lead Staff Member: Allison Ullestad, Arts, Culture, and Enrichment Supervisor

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	YES	NO	SPLIT



Response to City of West Des Moines Water Quality Public Art Project (Temporary Water Quality Artwork 2019)

WDM WOPAP-TWOA 2019 PROPOSAL

City of West Des Moines
Attn: Sally Ortgies
4200 Mills Civic Pkwy.
P.O. Box 65320
West Des Moines, IA 50265

Dear Sally Ortgies:

Please extend our gratitude to the committee; we are very excited to be part of the project and look forward to working with you and the group. In that effort, we present a proposal for the Temporary Water Quality Artwork:

“Blossoms on Water”

A Temporary arrangement on water composed of 4 Inflatable Sculptures:

Pale Gentian: 12’x6’x6’ (aprox.), Vinyl & Tyvek

Indian Prairie Plantain: 6’x3’x3’(aprox.), Vinyl & Tyvek

“Blossoms on Water”, \$29,000

Concept: “Blossoms on the Water” is inspired by native Iowa plants that are immediately impacted by the amount of and condition of the water that flows through the West Des Moines Water Shed. Each source of sculptural inspiration was chosen for the form of the blossom or seed pod resulting from that blossom.

Pale Gentian (named after King Gentius of Illyria) blossoms leads the procession; with austere white blossoms that lend themselves well to a monolithic presence when scaled up in size. Growing amongst prairie grasses in well drained soils of meadows and woodland, this plant is greatly affected by the diversion of water to and away from its habitat.

Indian Prairie Plantain is the first to surround the king; the diminutive blossoms are oblong and ribbed; and when cross sectioned would look like a star. This will lend itself well to adding visual accents of form and shape to the arrangement. Growing on the edge of prairie soils of meadows and temporary standing waters of near wetland areas, this plant is also heavily affected by the diversion of water to and away from its habitat.

Sedge Grass (Mace Sedge) is the second to surround the king; the seed cluster lends obvious appeal in form being a multi armed star. Being a sedge, it’s defining triangular cross sections stem will also allow introductions of unexpected shapes into the arrangements. Sedges grow in and near wetland areas, and as a plant who drinks near the end results of a watershed. It is highly affected by not only the diversion of water to and away from its habitat, but also the condition of that water.

Prairie Scouring Rush (Horsetail family) is the third to surround the king; the seed clusters are bulbous, and alien like with nodules protruding; it is sure to evoke senses of wonder. The segmented stems will allow for a vertical arrangement of linear elements and stand in complementary contrast to the other clusters of blossoms and seed pods. Prairie Scouring Rush grow occurs in wet places, including pond margins, swamps, floodplains and ditches. Where it is wet, this plant bathes at the end results of a watershed; is affected more than most by not only the diversion of water to and away from its habitat, but also the condition of that water.

This collection of temporary sculptural forms will be produced in white inflatable vinyl; creating floating and angelically surreal forms, floating atop the pond's dark surface and lush green backdrop. Stylized and scaled up beyond real life size, these sculptures will evoke wonder and novelty in unfamiliar form; bringing out child-like playful perception in viewers.

Compositionally, there will be a central sculpture surrounded by 3 supporting forms. A Pale Gentian blossom cluster will stand 12' tall in the center and be surrounded evenly by an Indian Prairie Plantain blossom cluster, a Sedge Grass seed pod grouping, and a Prairie Scouring Rush (Horsetail family) arrangement. All three of which will be approximately 6 feet in height each.

The 3 smaller sculptures will evoke a sense of wonder and delight as they gently undulate at the top of the pond's waterline all throughout the event. Plaques explaining each plant's relationship to the watershed (and the formal inspiration to the sculpture) will be at the shoreline.

At the appropriate time; the king of the event (Pale Gentian) will be inflated as the guests watch; a culmination of light and form on a late summer's eve; as we crown the king....so to speak.

Logistics:

1. Each sculpture will be anchored via 5-gallon buckets on rope tethers to the pond bottom. These buckets will be placed in advance along with the sculptures 2 days prior to the event. a small flat bottom fishing boat will be used to position anchors and sculptures
2. 4 Compressed air lines will need to be run along the bottom of the pond to the tether points and out to the closest parking lot; where they will hookup to a compressor. The compressor will require ad 120v outlet with 20-25 amps and located in an enclosed trailer.
3. The sculptures will be self-supporting when inflated and tethered in location by the rock anchors. Each sculpture will have an emergency shutoff valve and inflate via a tire inflator valve with gauge. 100-150 psi will be used to inflate but the sculptures will not be above regular atmosphere beyond 20 psi. The sculptures will be hooked up to a manifold and can be filled individually in any order. The sculptures will deflate upon disconnection from the air compressor.
4. At the end of the event, the sculptures can remain inflated. Likely the following day, the sculptures will be deflated and disconnected from the tethers and pulled to shore, packed away into the trailer. All anchors and tethers and hoses will be removed via boat and the pond will be left in original condition.

Thank you again on behalf of my team and myself for the opportunity to propose this project. We hope our proposal excites and delights you as much as it has for use to put together for you. We look forward to bringing this artwork to your event.

Thank you for your time and consideration,



Bounnak Thammavong, Lead Artist
33060 Dawn Drive
Kingston IL, 60145
785-691-6824 bounnakt@gmail.com www.bknock.com

Reference Pictures of plant Inspiration for artwork:

Pale Gentian



Indian Prairie Plantain



Sedge Grass

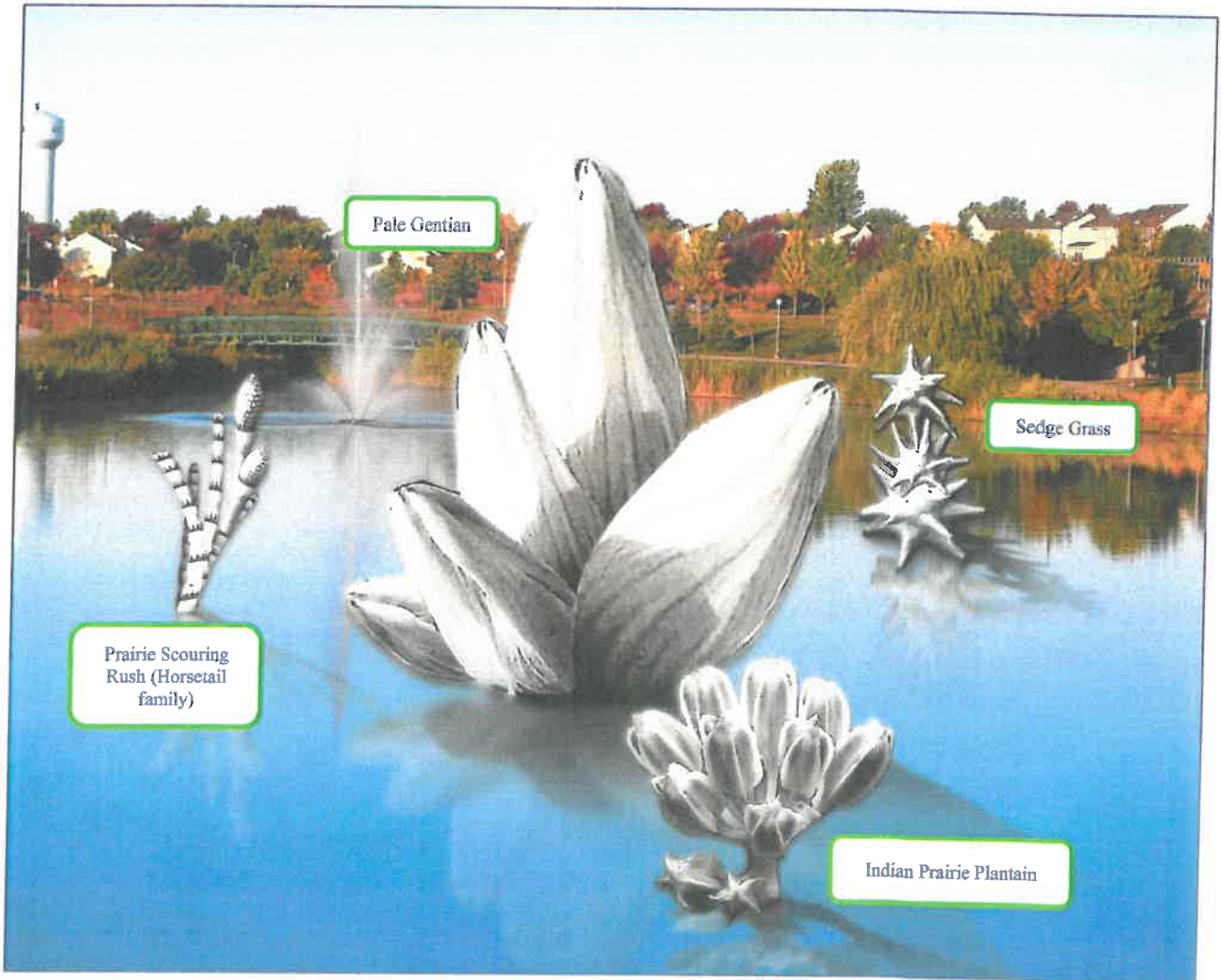


Prairie Scouring Rush (Horsetail family)



Concept Rendering:





WDM WQPAP-TWQA 2019 (BLOSSOMS ON THE WATER) PROJECT BUDGET:

City of West Des Moines
Attn: Sally Ortgies
4200 Mills Civic Pkwy.
P.O. Box 65320
West Des Moines, IA 50265

Dear Sally Ortgies and Committee Members:

The following is a detailed budget of "Blossoms on the Water", our proposal for the City of West Des Moines Water Quality Public Art Project (Temporary Water Quality Artwork 2019)

Bounnak Thammavong, Thammavong Artworks Lead Artist & Engineer
33060 Dawn Drive, Kingston IL 60145
785-691-6824 bounnakt@gmail.com

BUDGET SUMMARY:

CLIENT: City of West Des Moines

PROJECT NAME: **WDM WQPAP-TWQA 2019 (BLOSSOMS ON THE WATER) (Temporary Water Quality Artwork)**

Budget:

Raw Materials		cost	qty	total
Marine Vinyl	64 sq ft; each sculpture	1000	4	4000
Marine Vinyl glue	2 cans each sculpture	100	4	400
mv stitching thread	2 rolls each sculpture	25	4	100
air hose	3/8 100ft air hose; 4 each sculpture	50	16	800
air filler valve	tire inflator; 1 each sculpture	15	4	60
air shutoff valve	in line air shut off; 1 each sculpture	10	4	40
tether rope	anchor ropes; 4 each sculpture	10	12	120
anchors boat	30 lbs rock bucket anchors; 4 per sculpture	17	16	272
misc. Hardware	couplings, hose clamps, quick snaps.....	300	1	300
				6092

equipment		cost	qty	total
air compressor	2 rolls each	1000	1	1000
boat rental	3/8 100ft air hose; 4 each	50	1	50
				1050

BUDGET SUMMARY (continued):

CLIENT: City of West Des Moines

PROJECT NAME: WDM WQPAP-TWQA 2019 (BLOSSOMS ON THE WATER) (Temporary Water Quality Artwork)

Budget (continued):

labor		cost	qty	total
labor in shop	40/hr 3 people	40	120	14400
labor on site	40/hr 1 people	40	36	1440
				15840

Insurance		cost	qty	total
general art insurance	1 of 3 projects	900	0.34	306
general art insurance	transport rider	300	1	300
				606

artist commission		cost	qty	total
commission	3 artists	1804	3	5412
				5412

project cost 23588

TOTAL PROJECT BUDGET 29000

DESCRIPTION:

TERMS:

\$40/HOUR;

48.32% DUE UPON PROJECT START AT CONTRACT SIGNING (Raw Materials & 50% Labor) (\$14,012.00)

25.84% DUE UPON SUBSTANTIAL COMPLETION (READY TO INSTALL)

25.84% DUE UPON PROJECT COMPLETION (COMPLETION OF EVENT)

(Paypal funds transfer preferred via bounnakt@gmail.com)

Cash or personal/cashier check acceptable

net 15 terms with 10% per month late fee after 15 days.

QUOTED COST TOTAL: \$ 29,000.00

**CITY OF WEST DES MOINES PUBLIC ART PROGRAM
AGREEMENT**

This Agreement, made this 19th day of July, 2019, by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, ("City") and Bounnak Thammavong whose principal address is 33060 Dawn Drive, Kingston, IL 60145 ("Artist").

WITNESSETH:

WHEREAS, the City desires to implement a temporary work of art ("Art Work") as described in Exhibit A attached hereto and incorporated herein, which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus ("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, 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 site to determine that conditions allow for completion and installation of the Art Work and notify the City of any issues within thirty (30) days after the execution of this Agreement.
- 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 up to fourteen (14) days beginning on September 21, 2019, and ending on October 4, 2019.

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 earlier than September 19, 2019 and no later than September 21, 2019, and shall remove the Art Work from said on a date mutually agreed upon by the City and the Artist, but no later than October 4, 2019.
- d) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.
- e) If accessible, the City shall provide electrical power for the installation of the Art Work. Otherwise, the Artist shall be responsible for providing an electrical generator(s).

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist.

1.4 Indemnity

- a) The Artist hereby agrees to indemnify and hold harmless the City, its officials, employees, agents, contractors, and assigns from any and all claims, demands, causes of action, liability, loss, damage, or injury, both to person and property, arising out of, related to, or connected with the Art Work. This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, contractors and assigns. The Artist shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its option, defend or settle such claim, demand, or action. The Artist understands and agrees that the Artist shall have no right of coverage under any and all existing or future City insurance policies.
- b) This indemnification provision is effective upon execution and shall be of indefinite duration unless otherwise terminated by the City, at the City's sole discretion. The terms of this provision shall be binding upon the Owners' heirs, successors, and assigns.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a fixed fee of \$29,000, 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 the following installments, each installment to represent full and final, non-refundable payment for all services, expenses, and materials provided prior to the due date thereof. The Artist shall invoice the City for each payment request.
- 1) Installment One - \$14,000 within ten (10) days after execution of this Agreement, recognizing the Artist has already invested time and expense in preliminary design coordination with the City and purchase of raw materials, equipment, and supplies.
 - 2) Installment Two - \$7,500 within ten (10) days after the Artist notifies the City that the Art Work is fabricated and ready for installation at the site.
 - 3) Installment Three - \$7,500 within fifteen (15) days after final installation has occurred and loan period has expired.

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.

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 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.

3.3 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly and unreasonably burdensome.
- b) 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 and unreasonably burdensome.
- c) Upon cancellation of Illumifest due to event conditions beyond the control of the City or Acts of God, the Artist agrees that installation of the Art Work shall take place at a mutually agreed upon time within twelve (12) months of the date of this Agreement.
- d) 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.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

The Artist and all employees of the artist shall obtain and maintain through the term of this agreement, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the services provided, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by this Contract shall in no-way limit the Artists actual liability.

a) **Commercial General Liability,**

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be listed as an additional insured.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

b) **Business Automobile Liability Insurance**

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be listed as an additional insured.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
---	-------------

c) **Workers Compensation and Employers Liability,**

As required by any applicable law or regulation.

Part 1- Workers Compensation Benefits	Statutory
---------------------------------------	-----------

d) **Employers Liability:**

Bodily Injury Each Accident	\$100,000
Bodily Injury by Disease Policy Limit	\$300,000
Bodily Injury by Disease Each Employee	\$100,000

e) **Umbrella Liability**

The artist will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

f) **Property Insurance**

The artist will insure the artwork against loss or damage while it is being installed and borrowed by the City per the agreement.

Before performing any work pursuant to this Agreement, the Artist shall furnish an insurance certificate to the City, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

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: © Bounnak Thammavong Artworks, year of publication.

ARTICLE 7: 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 8: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

8.1 Transfer of Agreement

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

8.2 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 9: 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 10: 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 11: 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, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

- 2) if to the Artist, to:

Bounnak Thammavong
Bounnak Thammavong Artworks
33060 Dawn Drive
Kingston, IL 60145

ARTICLE 12: 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

 . 7.10.19

Bounnak Thammavong

CITY OF WEST DES MOINES

Steven K. Gaer, Mayor