

CITY OF WILLMAR

COMMUNITY DEVELOPMENT COMMITTEE MEETING

5:15 PM, MONDAY, DECEMBER 14, 2020

TELECONFERENCE GOTOMEETING

(VIRTUAL MEETING INSTRUCTIONS BY EMAIL)

Chair: Rick Fagerlie
Vice Chair: Vicki Davis
Members: Shawn Mueske
Kathy Schwantes

AGENDA

1. Meeting Called to Order
2. Roll Call
3. Discussion Items
 - a. Proposed Termination of Tax Abatement Agreement with Rockstep, LLC
4. Action Items
 - a. Blue Cross Blue Shield Welcoming Resolution Public Art Agreements
 - i. Mural
 - ii. Sculpture
5. Future Agenda Items
6. Department Updates
7. Adjourn



Committee Action Request

Committee Meeting Date:	12/14/2020	Agenda Item Number:	3
Agenda Section:	NA	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared by:	Dave Ramstad Director, Planning & Development
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	tbd	Presented By:	Dave Ramstad Director, Planning & Development
Item:	Consider request for approval to terminate the abatement agreement with Rockstep for the Uptown Mall (formerly known as Kandi Mall).		

RECOMMENDED ACTIONS:

Option 1: *Receive for Information Only – Unless City Attorney is able to coordinate termination documents with the other jurisdictions in time.*

Option 2: Motion By: _____ Second By: _____, to recommend to the Council to adopt the resolution approving the mutual termination of the tax abatement for the Uptown Mall (formerly known as the Kandi Mall).

OVERVIEW:

In 2016, Kandiyohi County, the City of Willmar, and Independent School District No 347 entered into separate Tax Abatement Agreements with Rockstep LLC for the Kandi Mall, located at 1605 1st Street South in Willmar.

The period of each of the abatement agreements was for taxes payable in years 2017 through 2026. The agreement allowed Rockstep to earn abatement payments from the three units of government. To date, Rockstep has not submitted evidence of compliance with the prerequisites for payment. No payments have been made by the government entities to Rockstep. Also, Rockstep has filed two property tax appeals with the courts, concerning taxes payable in 2018 and 2019.

Kandiyohi County has spent over two-years attempting to resolve this issue. They have now reached a settlement agreement, in which Rockstep agrees to the County's proposal that the abatement agreements will expire after January 2, 2022 assessment date. Rockstep would not be able file a new property tax challenge until the beginning of the payable 2023 taxes.

For the settlement agreement to take place, Kandiyohi County, the City of Willmar, and Independent School District No 347 will each terminate their abatement agreement with Rockstep. Under this settlement, no abatements would be paid for any of the years in which the abatement agreement was in effect.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Option A: Recommend approving the termination of the tax abatement

Option B: Recommend not approving the termination of the tax abatement

Option D: Delay action to gather additional information

BUDGETARY/FISCAL ISSUES:

The termination of tax abatements allows tax jurisdictions to retain the property taxes paid to date.

ATTACHMENTS:

-Resolution approving Tax Abatement Policy;

-Letter from Larry Kleindl, Kandiyohi County Administrator



Health and Human Services Building
Suite 2020
2200 23rd Street NE, Willmar, MN 56201-9423
Phone 320-231-6215 Fax 320-231-7899

December 8, 2020

Dr. Jeff Holm, Superintendent
Independent School District No 347
611 5th St SW
Willmar, MN 56201

Brian Gramentz, City Administrator
City of Willmar
333 6th Street SW
Willmar, MN 56201

Dear Dr. Holm and Brian Gramentz,

In 2016, Kandiyohi County, the City of Willmar and Independent School District No 347 of Willmar entered into a tax abatement agreement with Rockstep LLC, for the Kandi Mall property located at 1605 1st Street South, in the City of Willmar, parcel No.'s 95-923-8640, 95-923-8632 and 95-923-8631.

The abatement agreement period was for tax payable in years 2017 through 2026. Pursuant to the terms of the abatement agreement, there was the possibility for Rockstep to earn abatement payments from the three units of government. To date, Rockstep has not submitted evidence of compliance with the prerequisites for payment. No payments have been made by the government entities to Rockstep. Rockstep has filed two property tax petitions, with the courts, concerning taxes payable in 2018 and 2019.

Kandiyohi County has spent over two years attempting to resolve this issue. We believe, we may have a settlement agreement. Rockstep is agreeable to the County's proposal that the abatement agreements will expire after January 2, 2022 assessment date; which will mean, that Rockstep cannot file a new property tax challenge until the beginning of the payable 2023 taxes.

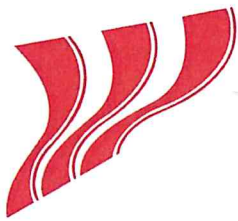
In order for the agreement to take place, Kandiyohi County, the City of Willmar and the Independent School District No 347 of Willmar will need to terminate the abatement agreement with Rockstep.

Therefore, it is our request, that the Willmar City Council and the Independent School District No 347 Board take immediate action to terminate this agreement as soon as possible.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Larry Kleindl
Kandiyohi County Administrator



Community Development Committee Action Request

Committee Meeting Date:	12/14/2020	Agenda Item Number:	4.a.
Agenda Section:	4, Action Items	Originating Department:	Planning & Development Services / Willmar Main Street
Resolution	Yes (2)	Prepared by:	Sarah Swedburg, Planner
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	6	Presented By:	Sarah Swedburg, Planner
Item:	Welcoming Resolution Mural & Sculpture Artist Service Contract approvals		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution authorizing the Mayor & Administrator to enter into the "Welcoming Resolution Mural Artist Service Contract" with Lili Lennox.

Motion By: _____ Second By: _____, to adopt a resolution authorizing the Mayor & Administrator to enter into the "Welcoming Resolution Sculpture Artist Service Contract" with James Church.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

The Willmar Main Street Board recommends entering into contracts with Lili Lennox and James Church for the Welcoming Resolution Mural & Sculpture, respectively.

OVERVIEW:

Blue Cross Blue Shield/Healthy Together Willmar partnered with Willmar Main Street for the creation of two public art pieces, bringing Willmar's Welcoming Resolution to life in the form of a sculpture & a mural. Blue Cross Blue Shield is the financial partner and Willmar Main Street is organizing and administering the creation of these art pieces through an "Artists on Main Street" style process.

In such fashion, Willmar Main Street challenged artists to tell us how they would bring the Welcoming Resolution to life while also asking the artists to include a community-engaged process for the production of the final piece.

Willmar Main Street has selected Ms. Lennox and Mr. Church's proposals. They found that these applications best met our selection criteria: community engagement, embodies diversity, attracts attention, is sustainable, and has previous experience.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Option A: Enter into the contracts

Option B: Request additional information

Option C: Not enter into the contracts

BUDGETARY/FISCAL ISSUES:

Blue Cross Blue Shield has donated \$27,000 for the completion of these public art pieces. This donation covers the entirety of the budget for this work.

ATTACHMENTS:

Resolution for Mural Contract

Contract for Mural

Application from Lili Lennox

Resolution for Sculpture Contract

Contract for Sculpture

Application from James Church

RESOLUTION NO. _____

ARTIST SERVICE CONTRACT FOR WELCOMING RESOLUTION MURAL

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to enter into an Artist Service Contract between the City of Willmar and Lili Lennox.

Dated this 21st day of December, 2020.

MAYOR

Attest:

CITY ADMINISTRATOR

WELCOMING RESOLUTION MURAL ARTIST SERVICE CONTRACT

This Contract is made this _____ day of _____, _____ (“Effective Date”), by and between the CITY OF WILLMAR, a Minnesota municipal corporation (“CITY”), and _____, (“ARTIST”), (collectively the “PARTIES”).

WHEREAS, CITY requires certain artistic services in conjunction with its Welcoming Resolution Mural commission (the “Project”); and

WHEREAS, ARTIST agrees to furnish the various services required by CITY.

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

SECTION I – ARTIST’S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** ARTIST agrees to perform various Project services (i.e. creation of the “Art”) as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Timing.** ARTIST shall complete its services with regard to the Project in full by June 21, 2021, and deliver the Art to the CITY by that Date, according to the terms of this Contract, time being of the essence.
- C. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section V, Paragraph J of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by ARTIST, ARTIST shall be entitled to additional compensation consistent with Section III of this Contract. ARTIST shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from ARTIST, and upon receipt of the request, ARTIST shall furnish such cost estimate, prior to CITY’s authorization of the changed scope of services.
- D. **Standard of Care.** Services provided by ARTIST under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of ARTIST’s profession or industry. ARTIST shall complete its duties in a timely manner according to the terms of this Contract.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate ARTIST as services are performed to the satisfaction of

the CITY's City Planner, in accordance with Section III of this Contract.

- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to ARTIST for ARTIST's use, at ARTIST's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for ARTIST's performance of the services detailed in Exhibit 1, attached hereto.
- D. Sarah Swedburg, CITY's Planner/Willmar Main Street Coordinator ("City Planner"), shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the Project and ARTIST's services. Such person shall be the primary contact person between CITY and ARTIST with respect to the services from ARTIST under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify ARTIST thereof.

SECTION III – CONSIDERATION

- A. **Commission.** CITY will compensate ARTIST a sum total commission of Ten Thousand Two Hundred Dollars (\$10,200.00) (the "Commission"); such sum will constitute payment and reimbursement for all aspects of the work, including but not limited to ARTIST's payment, research, design, community engagement, materials and supplies, and creation of the physical Art piece.
- B. **Method of Payment.** CITY will distribute the Commission to ARTIST as follows:
 - 1. Eight Thousand Two Hundred Dollars (\$8,200.00) shall be disbursed to the ARTIST on the Effective Date of this Contract;
 - 2. The balance of the Commission, Two Thousand Dollars (\$2,000.00), shall be disbursed to ARTIST promptly following ARTIST's timely delivery of the completed Art piece, subject to Section V, Paragraph F of this Contract.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, or is otherwise terminated pursuant to the provisions hereof.
- B. **Default.** If ARTIST fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless ARTIST's default is expressly excused by CITY in writing, CITY may,

upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. ARTIST shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract, shall refund all monies received from the CITY under this Contract, and the CITY shall not be obligated to ARTIST for any payment that would otherwise be owed under this Contract.

SECTION V – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for themselves and/or the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

CITY:

Sarah Swedburg
Planner/Willmar Main Street Coordinator
333 6th Street SW
PO Box 755
Willmar, MN 56201
Phone: (320) 214-5195
Email: sswedburg@wilmar.mn.gov

ARTIST:

[Name] _____

[Position]

[Address]

Phone: _____

Email: _____

- D. **Independent Contractor Status.** ARTIST, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No

statement contained in this Contract shall be construed so as to find ARTIST to be an employee of CITY, and ARTIST shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. ARTIST acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due ARTIST, and that it is ARTIST'S sole obligation to comply with the applicable provisions of all Federal and State tax laws. ARTIST shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. ARTIST is responsible for hiring sufficient workers, if necessary, to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- E. **Acceptance of Art.** The completed and delivered Art piece shall be subject to a verification of acceptability by CITY's Planner to ensure the Art piece satisfies stated requirements. The acceptability of the Art piece will be based on CITY's Planner's satisfaction or non-satisfaction with the Art piece based on requirements of this Contract. If the Art piece is not acceptable, CITY will notify ARTIST specifying reasons in reasonable detail, and ARTIST will, at no additional cost, conform the Art piece to stated requirements of this Contract.
- F. **Subcontracting.** ARTIST shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. ARTIST shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, ARTIST must pay all subcontractors, less any retainage, within Ten (10) calendar days of ARTIST's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- G. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- H. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and ARTIST.
- I. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, ARTIST agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of ARTIST and involve transactions relating to this Contract. ARTIST agrees to maintain these records for a period of six years from the date of termination of this Contract.

- J. **Compliance with Laws.** ARTIST shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which ARTIST is responsible.
- K. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- L. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during her or his tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- M. **Work Product.** Upon completion of and payment for the Project, the Project art piece produced by the ARTIST pursuant to this contract ("Art") shall become the property of CITY and the CITY shall have sole discretion how to install, use, display, or remove the Art.
- N. **Governing Law.** This Contract shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- O. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act ("Act"), Minnesota Statutes, Section 13.01 et seq. ARTIST understands that all of the data created, collected, received, stored, used, maintained or disseminated by ARTIST in performing those functions that the CITY would perform is subject to the requirements of the Act, and ARTIST must comply with those requirements as if it were a government entity. This does not create a duty on the part of ARTIST to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- P. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- Q. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, ARTIST consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring ARTIST to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.

- R. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- S. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

ARTIST:_____

By: _____

(Signature)

Date:_____

Title:_____

Print Name:_____

CITY OF WILLMAR

By: _____

Marv Calvin, Its Mayor

Date:_____

By: _____

Brian Gramentz, Its City Administrator

Date:_____

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, ARTIST shall perform the following services:

Creation of one physical artistic mural that brings the City of Willmar Welcoming Resolution (See EXHIBIT 2) to life. The mural shall be placed on building(s) as determined by the CITY. The mural shall be sealed with a product that is best made to withstand the Minnesota environment.

During creation of the mural, the ARTIST shall engage with the community regarding both the process and final product. The ARTIST shall keep the following parameters in mind:

1. Provide an inclusive and equitable way to solicit ideas and encourage collaboration creating an artist's rendition of the City of Willmar's Welcoming Resolution.
2. As much as possible, find ways to engage community and build connections. Seeking input and engagement across age, gender, sexual orientation, socioeconomic status, race, ethnicity, religion, and people living with disabilities.
3. Engagement shall be conducted in a manner that is appropriate under the COVID-19 Pandemic physical distancing guidelines and best practices.

EXHIBIT 2

WELCOMING RESOLUTION

RESOLUTION NO. 18-10

DECLARING THE CITY OF WILLMAR AS A WELCOMING CITY

Motion By: Schwantes

Second By: Asmus

Whereas the City of Willmar and the surrounding area is stronger when all community residents are unified, engaged and valued as both neighbors and contributors to the public good;

Whereas in further recognition of the great ideal of equality and freedom as outlined in the United States Constitution and amendments;


Whereas in pursuit of a community in which all residents without regard to age, gender, sexual orientation, socioeconomic status, race, ethnicity, religion, or country of origin should be free to pursue life, liberty and happiness;

Now, Therefore Be It Resolved, that the Willmar City Council, as representative of the City of Willmar, hereby declare and resolve the City of Willmar to be a welcoming city to all who wish to come and contribute to the public good and future success of the community.

Dated this 5th day of February, 2018.


MAYOR

ATTEST:


CITY CLERK

Lili Lennox

APPLICATION:

Welcoming Resolution Mural RFP

LILI LENNOX

MURALIST

612-220-4152

lili@gildedlili.com | www.gildedlili.com

4531 Quail Ave N, Robbinsdale, MN 55422

Lili Lennox

ARTIST BIOGRAPHY

Lili Lennox is a seasoned professional muralist with 17 years of painting experience, with a solid reputation for vivid designs, precise execution, and quality workmanship. Her work is found in such institutions as Minnesota's Bell Museum, Macy's Special Events (Chicago State Street and Minneapolis), a 2017 feature film (*Wilson*), and numerous public and private commissions located around Minnesota. A brief foray into fine art resulted in a 2019 Minnesota State Fair Honorable Mention in the Fine Arts Exhibit.

Raised on the Minnesota prairie in Morris, is an honors graduate of Gustavus Adolphus College and a veteran of the professional theatre community of Minneapolis, working for years as a freelance Scenic Artist. The skills learned as a theatre painter plus an entrepreneurial spirit propelled her to shift her work to murals in 2009. She has since been awarded numerous public art commissions and was featured on an episode of Pioneer Public Television's Postcards, an award-winning art and culture program showcasing the people and communities of western Minnesota. [See it here.](#)

In 2016 Lili banded together with former theatre colleagues and founded the [Guild of Scenic Artists](#), a national non-profit membership organization whose mission is to foster community, provide educational resources, and help with the industry challenges of professional Scenic Artists. Lili currently serves as the President.

REFERENCES

Paul Lopacinski
Senior Manager of Creative
Production
Macy's
773-297-8177
paul.anthony@macys.com

LuAnn Hurd-Lof
Downtown Council and
Heartland Arts of
Park Rapids
218-820-2716
luann47@gmail.com

Kristi Fernholz
Planning Director
Upper Minnesota Valley
Regional Development
Commission
320-289-1981
kristi.fernholz@umvrhc.org

Lili Lennox

LETTER OF INTEREST

Over summers in the 90's, my brother and I took turns accompanying my father, a professor at UMM, on the hour-long drive from Morris to the Barn Theatre in Willmar, where he designed, built, and painted sets for their shows. Now, twenty-some years later I make my living as a professional muralist in Minneapolis, having built upon the painting skills I learned with my father. This project is an exciting possibility for me because I seek out opportunities to paint in west-central Minnesota wherever possible, bringing art to the communities where I learned my craft.

My idea for your mural both engages the community and embodies its diversity through one of the most relatable elements of the human experience: the sharing of a meal. Across cultures, family recipes are great points of pride and carriers of cherished memories. Whether it belongs to 'Grandma', 'Abuela', 'Pog', or 'Ayeeyo', our families gather around the table and fill it with food to celebrate holidays and triumphs or to provide support during change and sadness. Family recipes are direct windows into our culture and heritage, unchanging through time and place. My mural concept offers to elevate this point of commonality while equally celebrating the diversity.

The concept, addressing your selection criteria:

My concept will ask the various cultural communities in Willmar to submit family recipes, from which I will choose to reproduce on colorfully painted, oversized 'recipe cards'. Though consistently sized, these cards' unique design elements will reflect the heritage of the submitter. The whole will create a wall-sized artwork that celebrates cultural identity in an unexpected, yet entirely relatable way. Community members would have the opportunity to interact with this mural by making the dishes on display.

Each recipe would be painted onto individual aluminum composite panels, a common sign substrate known for weather and temperature resistance. The recipes and designs would be painted with Nova Color acrylics, specially-formulated paints made for exterior mural painting with high pigment concentration and lightfastness. The panels would be finished with a UV protectant to ensure further longevity (15+ years). Each recipe card will be individually attached to the wall.

I have many years of experience in delivering successful artworks of this size and scope. In 2019 alone I successfully completed three community-focused murals with a budget and size similar to this project. In spring, I designed and painted a 44' mural that incorporated elements sourced from the community to celebrate the city of Eveleth, MN. In summer, I led a team of community volunteers in the creation of a mural for the Walldogs International Mural Festival held in Keene, NH. In the fall of that year I finished a mural for my current hometown, Robbinsdale, creating a design that now acts as a landmark on our little main street, weaving historic and current elements of the community.

In my years of painting I have learned that the service of creating the artwork is only one portion of any public art project and my experiences have taught me to work and communicate clearly with commissioners throughout the process, in addition to completing high quality, lasting works that enrich the spaces around them. I hope you will consider my qualifications and this concept for Willmar's Welcoming Resolution Mural.

WORK SAMPLE LISTING

1. **Robbinsdale.** 14'x65' acrylic on stucco. Public art commission requesting to represent elements of Robbinsdale's history and current downtown offerings. Robbinsdale, MN, 2019. \$13,000
2. **'Downtown Year-Round'.** 15'x75' acrylic on stucco. Imagery shows street scenes changing through seasons and time of day. Commissioned by Heartland Arts and the Downtown Council of Park Rapids, MN. 2020. \$13,000
3. **Elision Playhouse.** 18'x65' acrylic on masonry. Imagery references Alphonse Mucha and modern monoline linework. 2018, Crystal, MN. \$9000
4. **'Love Where You Live'.** 8'x24' acrylic and spray paint on masonry. Fun, loose, and colorful ode to the community. Crosby, MN, 2020. \$5000.
5. **Eveleth.** 8'x44' acrylic on composite panel. Celebrates Eveleth's history and present day July 4th festivities while also depicting elements of local culture. 2019. \$16,000.
6. **'Ash At Morning'.** 36"x48" acrylic on panel. Painted plein-air. Winner of 2019 Minnesota State Fair Fine Art Exhibit 'Honorable Mention'. \$1200
7. **Montevideo Train Car.** 8'x25' acrylic on steel. Decommissioned train car representing Montevideo's connection with the railroad. Public art commission from the Montevideo Arts Project. Montevideo, MN, 2016. \$10,000
8. **'Discover Your Parks'.** 1400sqft of acrylic on aluminum composite panel. Each mural panel represents a park in the St. Cloud park system, and an event or element special to each. Public art commission from the City of St. Cloud. 2013. \$45,000
9. **Ashuelot River.** 14'x45' acrylic on masonry. Mural presents historical image of a local woolen mill juxtaposed with a poem written by 19th-century female mill worker, depicted in the style of 1900s theatrical stage curtains. Designed for 2019 Walldogs mural festival in Keene, NH. \$5000
10. **'Powered By Love'.** 12'x15' acrylic on stucco for Elk River Lutheran Church. Imagery design for 2019 campaign to reflect community inclusion, visuals reference stained glass and movement of water. Elk River, MN, 2019. \$3000

Lili Lennox

PROPOSAL TIMELINE & BUDGET

Weeks 1-3	Engagement time: 3 weeks to solicit submittals and receive returns
Weeks 4-5	Design time: 2 weeks to finalize design
Weeks 6-9	Production painting time: 3 weeks
Week 10	Installation: 2 days onsite

\$10,000 project budget

Engagement process: **\$200**

- Day trip to Willmar to meet with community cultural organizations
- Digital submission of recipes and other source material facilitated through artist's website

Production costs: **\$3300**

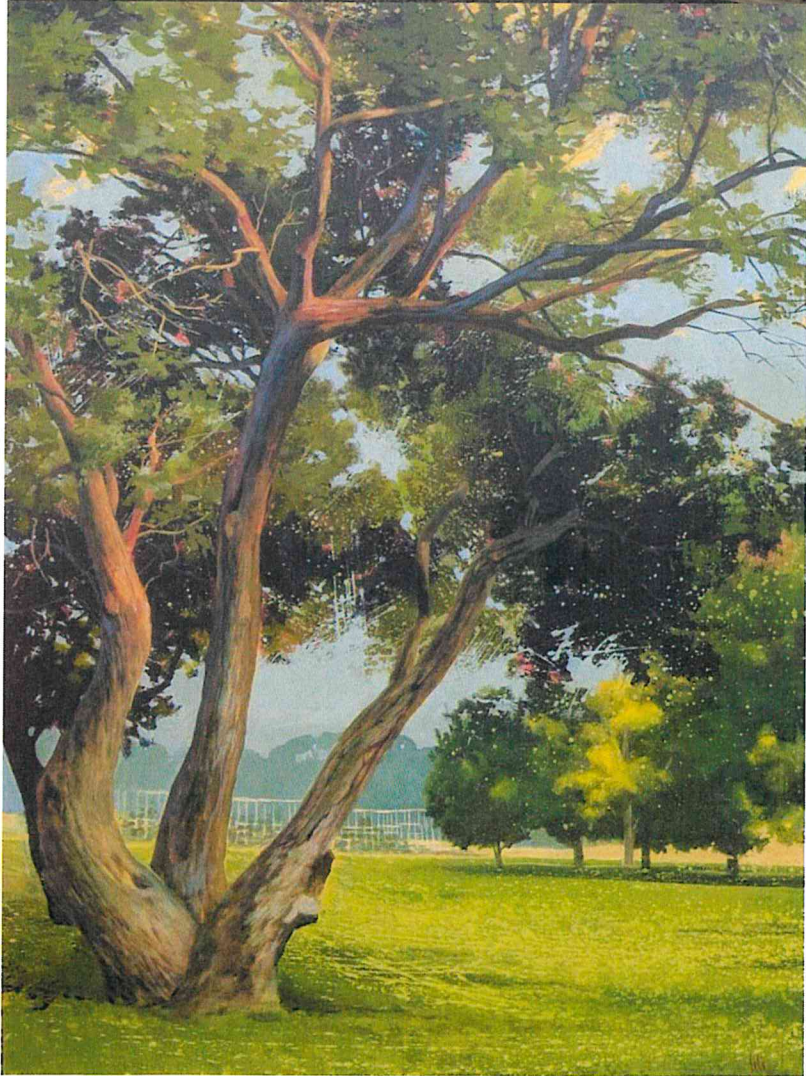
Composite Panels	\$800
	<ul style="list-style-type: none">• 4'x6' per recipe card• 9-12 recipe cards, depending on space available
Paint	\$350
UV protectant	\$200
Additional artist labor	\$1200
Installation	\$750
	<ul style="list-style-type: none">• Installation hardware• Travel/lodging/meals for installation

Artist Fees **\$6500**

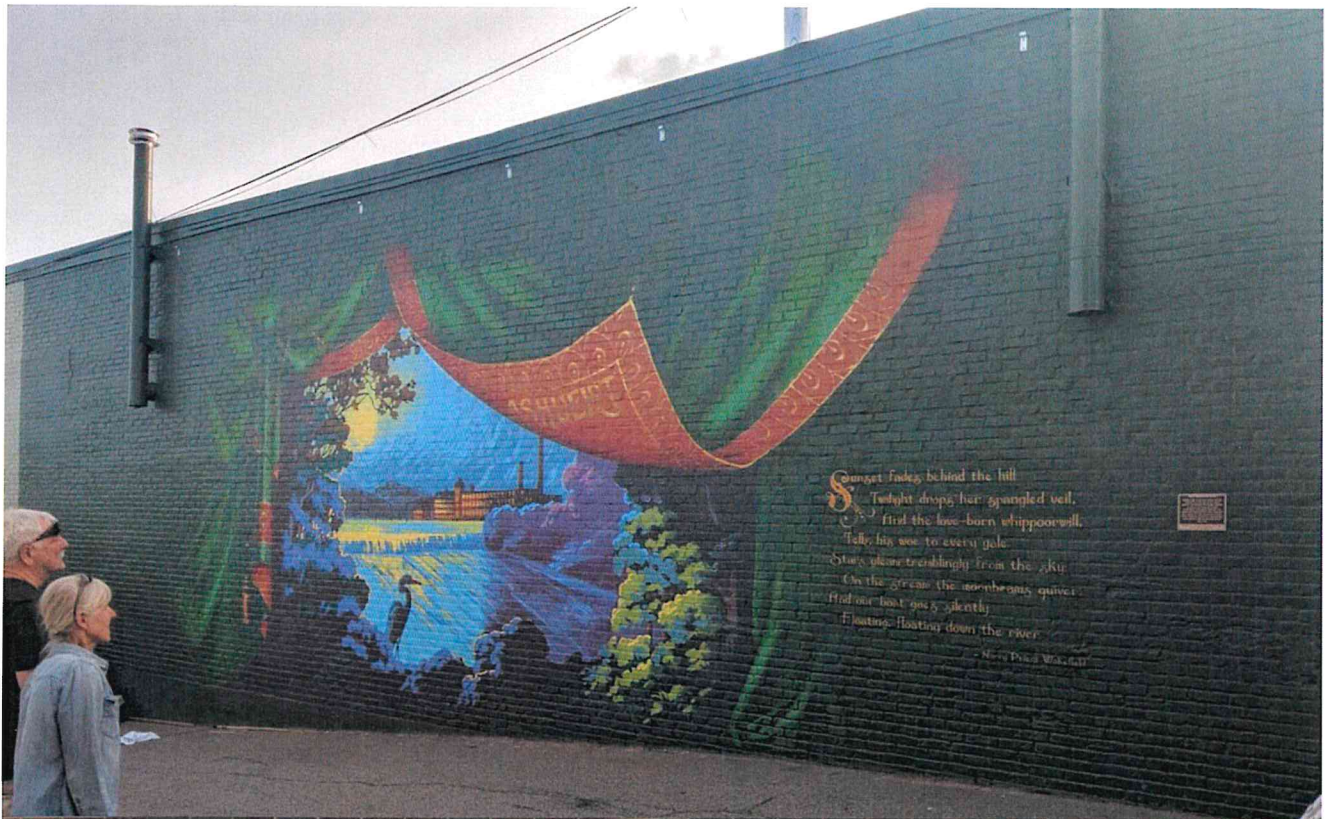
Artist labor	\$5000
Overhead costs	\$1500











RESOLUTION NO. _____

ARTIST SERVICE CONTRACT FOR WELCOMING RESOLUTION SCULPTURE

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to enter into an Artist Service Contract between the City of Willmar and James Church.

Dated this 21st day of December, 2020.

MAYOR

Attest:

CITY ADMINISTRATOR

WELCOMING RESOLUTION SCULPTURE ARTIST SERVICE CONTRACT

This Contract is made this _____ day of _____, _____ (“Effective Date”), by and between the CITY OF WILLMAR, a Minnesota municipal corporation (“CITY”), and _____, (“ARTIST”), (collectively the “PARTIES”).

WHEREAS, CITY requires certain artistic services in conjunction with its Welcoming Resolution Sculpture commission (the “Project”); and

WHEREAS, ARTIST agrees to furnish the various services required by CITY.

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

SECTION I – ARTIST’S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** ARTIST agrees to perform various Project services (i.e. creation of the “Art”) as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Timing.** ARTIST shall complete its services with regard to the Project in full by June 21, 2021, and deliver the Art to the CITY by that Date, according to the terms of this Contract, time being of the essence.
- C. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section V, Paragraph J of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by ARTIST, ARTIST shall be entitled to additional compensation consistent with Section III of this Contract. ARTIST shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from ARTIST, and upon receipt of the request, ARTIST shall furnish such cost estimate, prior to CITY’s authorization of the changed scope of services.
- D. **Standard of Care.** Services provided by ARTIST under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of ARTIST’s profession or industry. ARTIST shall complete its duties in a timely manner according to the terms of this Contract.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate ARTIST as services are performed to the satisfaction of

the CITY's City Planner, in accordance with Section III of this Contract.

- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to ARTIST for ARTIST's use, at ARTIST's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for ARTIST's performance of the services detailed in Exhibit 1, attached hereto.
- D. Sarah Swedburg, CITY's Planner/Willmar Main Street Coordinator ("City Planner"), shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the Project and ARTIST's services. Such person shall be the primary contact person between CITY and ARTIST with respect to the services from ARTIST under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify ARTIST thereof.

SECTION III – CONSIDERATION

- A. **Commission.** CITY will compensate ARTIST a sum total commission of Fifteen Thousand Two Hundred Dollars (\$15,200.00) (the "Commission"); such sum will constitute payment and reimbursement for all aspects of the work, including but not limited to ARTIST's payment, research, design, community engagement, materials and supplies, and creation of the physical Art piece. Notwithstanding the forgoing, CITY will be wholly responsible for preparing the site of the Art piece prior to the Art piece's installation, and for paying the full expense of the site preparation. The CITY does not intend that the Commission shall be used to pay for the expense of the site preparation.
- B. **Method of Payment.** CITY will distribute the Commission to ARTIST as follows:
 - 1. Twelve Thousand Two Hundred Dollars (\$12,200.00) shall be disbursed to the ARTIST on the Effective Date of this Contract;
 - 2. The balance of the Commission, Three Thousand Dollars (\$3,000.00), shall be disbursed to ARTIST promptly following ARTIST's timely delivery of the completed Art piece, subject to Section V, Paragraph F of this Contract.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, or is otherwise terminated pursuant to the provisions hereof.
- B. **Default.** If ARTIST fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to

the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless ARTIST's default is expressly excused by CITY in writing, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. ARTIST shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract, shall refund all monies received from the CITY under this Contract, and the CITY shall not be obligated to ARTIST for any payment that would otherwise be owed under this Contract.

SECTION V – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for themselves and/or the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

CITY:
Sarah Swedburg
Planner/Willmar Main Street Coordinator
333 6th Street SW
PO Box 755
Willmar, MN 56201
Phone: (320) 214-5195
Email: sswedburg@wilmar.mn.gov

ARTIST:

[Name]

[Position]

[Address]

Phone: _____

Email: _____

- D. **Independent Contractor Status.** ARTIST, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find ARTIST to be an employee of CITY, and ARTIST shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. ARTIST acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due ARTIST, and that it is ARTIST'S sole obligation to comply with the applicable provisions of all Federal and State tax laws. ARTIST shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. ARTIST is responsible for hiring sufficient workers, if necessary, to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.
- E. **Acceptance of Art.** The completed and delivered Art piece shall be subject to a verification of acceptability by CITY's Planner to ensure the Art piece satisfies stated requirements. The acceptability of the Art piece will be based on CITY's Planner's satisfaction or non-satisfaction with the Art piece based on requirements of this Contract. If the Art piece is not acceptable, CITY will notify ARTIST specifying reasons in reasonable detail, and ARTIST will, at no additional cost, conform the Art piece to stated requirements of this Contract.
- F. **Subcontracting.** ARTIST shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. ARTIST shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, ARTIST must pay all subcontractors, less any retainage, within Ten (10) calendar days of ARTIST's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- G. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- H. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and ARTIST.
- I. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, ARTIST agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of ARTIST and involve transactions relating to this

Contract. ARTIST agrees to maintain these records for a period of six years from the date of termination of this Contract.

- J. **Compliance with Laws.** ARTIST shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which ARTIST is responsible.
- K. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- L. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during her or his tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- M. **Work Product.** Upon completion of and payment for the Project, the Project art piece produced by the ARTIST pursuant to this contract ("Art") shall become the property of CITY and the CITY shall have sole discretion how to install, use, display, or remove the Art.
- N. **Governing Law.** This Contract shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- O. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act ("Act"), Minnesota Statutes, Section 13.01 et seq. ARTIST understands that all of the data created, collected, received, stored, used, maintained or disseminated by ARTIST in performing those functions that the CITY would perform is subject to the requirements of the Act, and ARTIST must comply with those requirements as if it were a government entity. This does not create a duty on the part of ARTIST to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- P. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- Q. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, ARTIST consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY

obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring ARTIST to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.

- R. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- S. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

ARTIST: _____

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

CITY OF WILLMAR

By: _____
Marv Calvin, Its Mayor

Date: _____

By: _____
Brian Gramentz, Its City Administrator

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, ARTIST shall perform the following services:

Creation of one physical artistic sculpture that brings the City of Willmar Welcoming Resolution (See EXHIBIT 2) to life. The sculpture shall be placed at a prominent entrance to downtown as determined by the CITY on a site prepared by the CITY. The sculpture shall be made of medium(s) of choice, with the understanding that materials must withstand the elements in Minnesota and require minimal maintenance over time.

During creation of the sculpture, the ARTIST shall engage with the community regarding both the process and final product. The ARTIST shall keep the following parameters in mind:

1. Provide an inclusive and equitable way to solicit ideas and encourage collaboration creating an artist's rendition of the City of Willmar's Welcoming Resolution.
2. As much as possible, find ways to engage community and build connections. Seeking input and engagement across age, gender, sexual orientation, socioeconomic status, race, ethnicity, religion, and people living with disabilities.
3. Engagement shall be conducted in a manner that is appropriate under the COVID-19 Pandemic physical distancing guidelines and best practices.

EXHIBIT 2

WELCOMING RESOLUTION

RESOLUTION NO. 18-10

DECLARING THE CITY OF WILLMAR AS A WELCOMING CITY

Motion By: Schwantes

Second By: Asmus

Whereas the City of Willmar and the surrounding area is stronger when all community residents are unified, engaged and valued as both neighbors and contributors to the public good;

Whereas in further recognition of the great ideal of equality and freedom as outlined in the United States Constitution and amendments;


Whereas in pursuit of a community in which all residents without regard to age, gender, sexual orientation, socioeconomic status, race, ethnicity, religion, or country of origin should be free to pursue life, liberty and happiness;

Now, Therefore Be It Resolved, that the Willmar City Council, as representative of the City of Willmar, hereby declare and resolve the City of Willmar to be a welcoming city to all who wish to come and contribute to the public good and future success of the community.

Dated this 5th day of February, 2018.


MAYOR

ATTEST:


CITY CLERK

Welcoming Willmar Sculpture Proposal from James Church

Proposal for Welcoming Resolution Sculpture for the City of Willmar

All bolded items below are copied from the request and filled out in turn.

- **Please provide the following text in 12-point font, in a single PDF document:**

- **Contact information for lead artist:**

James Church, Sculptor whose business is StudioChurch, LLC.

612-419-6048

studiochurch@gmail.com

www.studiochurch.com

1539 4TH ST NE,

Minneapolis, MN 55413

- **Three references (contact information only) for recently completed projects**

Steve Cook: City Council Member for the City of Hutchinson

(320)587-7108 scook@ci.hutchinson.mn.us,

info@hutchinsonpublicarts.com

Dan Jochum, AICP, Director of Building, Planning, & Zoning

(320) 234-4258

Dr. Robyn Tabibi, Minneapolis, MN. Avid Art collector of Studiochurch.

(763) 458-1940

- **One-page letter describing interest in project and approach to design; please include statement addressing selection criteria:**

- on following page

Welcoming Willmar Sculpture Proposal from James Church

Upon hearing of this request for proposal, I knew I had to apply. Immigrant stories and their experiences are dear to my heart, as my late wife and my in-laws immigrated to the US. Seeing first hand the struggles they had, made me respect the immigrant experience deeply as one of perseverance and strength as they built a new home and life. My wife persevered, strove and added much to the economy through starting a business and supporting 8 employees and their families. The potential of people, of immigrants, is amazing if they are given a chance. This process of engaging with the community of Willmar on the themes that my wife and I were passionate about, of immigration, community building, and striving to reflect how similar we are while demonstrating our uniqueness... well, it is very exciting.

The best way to convey what the sculpture would look like was for me to begin making it. Elements of the sculpture will change as I work with the community. The piece is titled "Out of many..." and is based on the US motto "E Pluribus Unum" (out of many, one). Photos will be in the images attached and at the end of this one page description. "Out of many" is a person with welcoming arms, dancing, lit from within, whose dress/robe is built out of copies of textile patterns of the groups comprising Willmar, both from long established quilting groups as well as the present.

The piece is around 6.5 feet tall without a base. It is designed with MN winters in mind. The head and hands are cast bronze. Stainless steel will comprise the dress structure as well as the cloak. Steel makes up the torso and a patina of rust will make it look more fabric like than steel. The metal is thick enough to not rust through. I will ensure a uniform rust pattern and seal before installation. The dress sections and cloak in the photos are temporary - a proof of concept. Upon community input and design, the dress sections will be made weather-able through casting them in acrylic resin (like the resin used to patch concrete- uv resistant, weather proof, flexible and long lasting). The cloak potentially could have etchings on the stainless steel, from the textile groups.

The community building and interaction will come from working with quilters or weavers from the Scandinavian descent, as well as Latinx, Somali, and the Karen communities in Willmar. As I connect with the Willmar groups, groups like the weavers of the Karen Organization of MN (mnkaren.org) can help guide me to local weavers in the Willmar area. Each group will help create one or more panels of the dress- ideally two. The goal is to find fabric/quilt designs that reflect the different cultures. With the community's help, I hope to render them in one unifying color thereby revealing the patterns that comprise them, and though each are unique, when put together they can be seen as connected and unified. This will help some people to be able to focus on our similarities.

Lighting them from within will transform this unifying gesture into a beacon of sorts. If electricity isn't available at the site, for the long life outdoor led's, then I will research solar powered options. I currently have "ONE" as a cut out on the torso, in reference to E Pluribus Unum, and "Willmar" could be gently added to one of the dress panels. This would be done subtly, not in a heavy handed way, thereby reading the art subtly as "One Willmar."

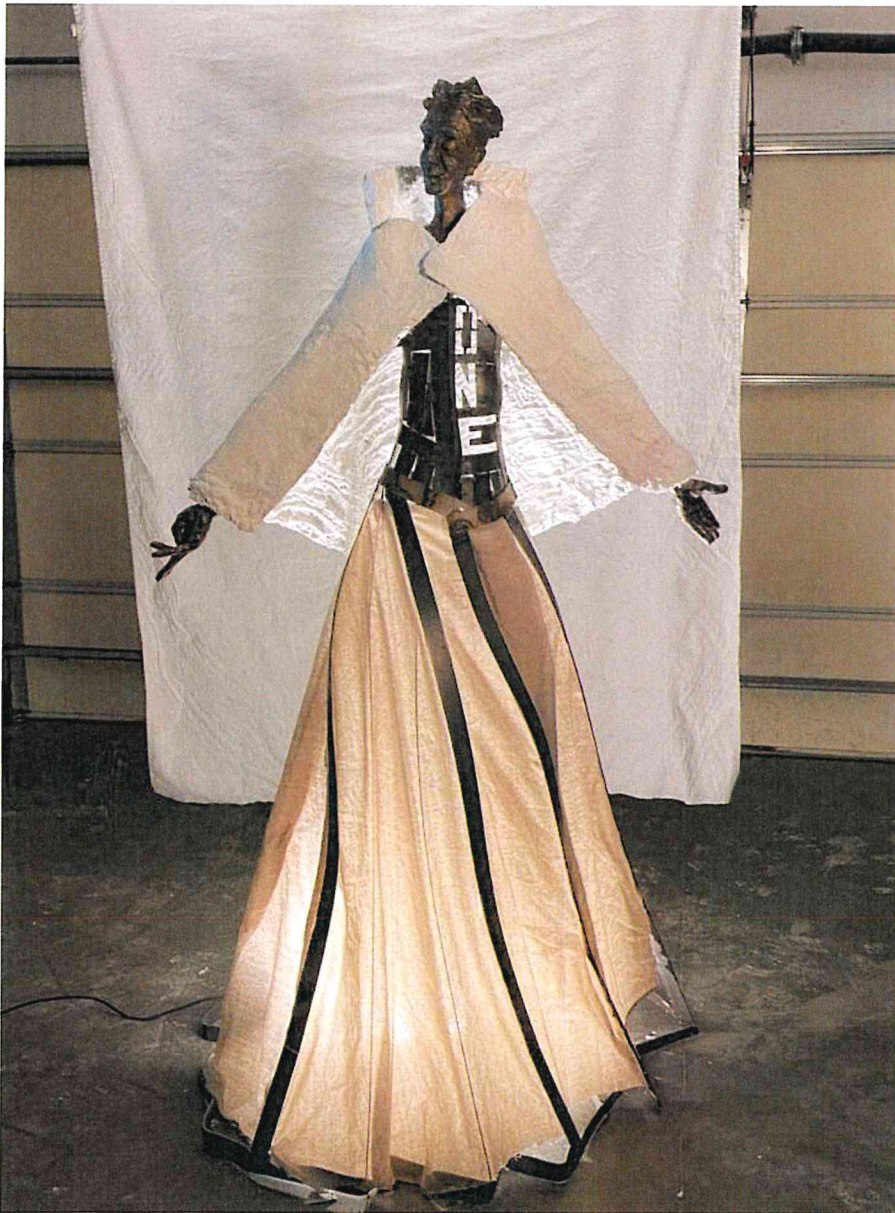
In the past, before taking time off to raise my children, while my wife supported us, I had completed a large scale public bronze sculpture for Diversified Pharmaceutical called "In Unison." Recently, I have worked with the city of Hutchinson on two outdoor year long sculpture shows and this latest year I have installed a piece which the public can interact with. It is called "Keeper of Memories and here is a quick write from the Artist Statement:

"Keeper of Memories" was a labor of love, support and connection... people can come and interact with each other through the sharing of locks or ribbons, memories of their loved ones, alive and beyond, offering prayers, hope and celebration. May we see how our collective yearning for love, our desire to share our loves and our losses bind us together. May "Keeper" store our loves and memories, our hopes for the future and reflect who we are:

When we are at our best, we are love

Welcoming Willmar Sculpture Proposal from James Church

"Out of many..." night photo, daytime photos- all these images listed and attached



Welcoming Willmar Sculpture Proposal from James Church

- **Budget detailing your time, expenses related to the engagement process, materials to produce & install art piece, and miscellaneous expenses.**

- **Pre submitting proposal:** hours so far: uncounted.

\$1500 cost of casting bronze

\$300 stainless steel, steel, 2 outdoor multi head led lights, fabric, plaster, wire mesh, welding

- **December: 50 hours**

Form section design to create reproducible mold sections for dress

\$500 for wood, stainless steel, mold release

\$500 Silicon for mold to cast resin sections into

- **January:**

Contacting via zoom and phone immigrant groups/ weaving groups and quilting clubs **20 hours**

\$250 Acrylic resin casting test **20 hours**

Redo dress supports to accommodate newly designed mold form **30 hours**

\$500 Stainless steel

- **February:**

Continue working with the textile groups **20 hours**

Is Electricity an option from the city of Willmar?

If not, find out how much solar would illuminate and price **10 hours**

\$???? Cost? Potentially Thousands. Not known if this will be needed.

Plan out the best ways to print/ replicate the textiles. Onto fiberglass cloth, linen or Tyvek weatherproof fabric? Test and choose. Related: Research if Plasma cutting the textile patterns into silhouettes would be better, to create more of a silhouette when lit. **40 hours**

Stainless Steel cloak. It will be assembled in pieces. Research if I can reasonably etch textile pattern into Stainless (current assumption, not without great cost) **10 hours**

\$2000 Large format printer or plasma cutter to print onto tyvek or cut silhouette patterns

\$300 Textile/ tyvek

- **March:**

Start replicating textile patterns. **15 hours**

Start casting resin sections with textile patterns **60 hours**

\$1000 resin

- **April:**

Continue Casting the sections **50 hours**

Install completed sections into sculpture **20 hours**

Work with Willmar to finalize base design, make sure all things are going to match up, electrical, height of base, signage for name of sculpture and names of the groups who helped design the sections, ect **10 hours**

- **May:**

Stainless steel cloak production, patina control the rust on steel torso **30 hours**

\$450

- **June: Install!**

rent trailer. Also, rent hoist if none available from city

\$300- 800 (higher price will be if a small Lull hoist is needed, depending on height of base, and need if City is not able to supply)

Find out if city will supply an electrician to do final hook up, if not hire one

\$500

Welcoming Willmar Sculpture Proposal from James Church

- **One-page listing of each work sample; please provide a brief description and budget for each work sample**

JamesChurch1.jpg

Willmar proposal "Out of many..." night photo, illuminated

JamesChurch2.jpg

Willmar proposal "Out of many..." daytime photo,, not illuminated from within

JamesChurch3.jpg

Willmar proposal "Out of many..." daytime photo, detail of face

JamesChurch4.jpg

"In Unison" public sculpture for Diversified Pharmaceuticals headquarters (after gallery commission fees, \$52,000 for my budget) 8 month deadline (very tight for 3 bronze sculptures) completed on time. The company became Express Scripts.

JamesChurch5.jpg

View 2 "In Unison" public sculpture for Diversified Pharmaceuticals headquarters

JamesChurch6.jpg

View 3- detail "In Unison" public sculpture for Diversified Pharmaceuticals headquarters

JamesChurch7.jpg

"Keeper of Memories" Showing at the Farmers Market of Hutchinson until next June. Currently for sale through the City of Hutchinson. They gave a \$1000 honorarium for me to loan it to them for a year. More info about the making of this can be viewed at <https://studiochurch.com/blog/making-of-keeper-of-memories>

JamesChurch8.jpg

View 2 "Keeper of Memories" at Farmers Market of Hutchinson.

JamesChurch9.jpg

View 3- detail "Keeper of Memories" at Farmers Market of Hutchinson.

JamesChurch10.jpg

View 4 detail of sign added to sculpture by City of Hutchinson, from the Artist Statement "Keeper of Memories" at Farmers Market of Hutchinson

Welcoming Willmar Sculpture Proposal from James Church

- **One-page biographical information or resume; if you have multiple team members, please keep biographical information for each team member to one page**

James Church: StudioChurch

Since the mid 1990's, I have been making bronze sculpture. Throughout the years, I have had periods of active sculpting, interspersed with times focused on the raising of my sons as a stay at home dad, while my wife built her business and supported us. Coming back to active sculpting after any pause was lovely as I got to see to what degree I have changed in the meantime.

When my wife was diagnosed with Stage 4 cancer, sculpture gave me a means to come to terms, to process the enormity of the emotions we were immersed in. The focus of my current art has been informed by, nuanced by this reality. At its core, though, the subject of my sculptures remain the same- trying to convey those moments and concepts that we all share.

I have always believed art to be a unique language, with the ability for one heart to immediately, directly, communicate with another. Only after this has happened can the mind weigh in. I hope the emotions conveyed and explored in my sculptures reach your heart and help you process the things in your own life. May they connect our hearts and, subsequently, illumine our thoughts.

Background:

I have a Bachelor of Studio Arts from Hamline University, and have taught at the Community art level. Due to Covid, I currently sell my art through only through my website: www.studiochurch.com
There you can find my current work, and write ups about the work.

- **Work sample: Up to 10 digital images of your recent and relevant projects. Save all images as standard JPEG and label each with applicant's full name and number in sequence corresponding with list of work samples.**

Please submit all RFP materials via email to: sswedburg@willmarmn.gov

All materials must be received by 5 p.m., CST, Friday, November 20, 2020. No RFPs will be accepted after this time. If you need clarification or further information, contact Sarah Swedburg, Planner/Willmar Main Street Coordinator at: sswedburg@willmarmn.gov or 320.214.5195

Welcoming Willmar Sculpture Proposal from James Church

Selection Criteria

- **Community Engagement:** *Work with the Willmar Community to provide influence and inspiration for the final project.* I will work with quilting/ weaving/ textile groups to complete dress sections
- **Embodies Diversity:** *Celebrates the diversity of people that call Willmar home – past, present, and future.* Through working with community, I hope to find historic textile/ quilting patterns, and ones that show the groups now. The future will come as we see how all the disparate elements become one.
- **Attracts Attention:** *Create a focal point that reminds the community of our commitment to being a welcoming environment.* “Out of many...” will be a signature piece, both at night, illuminated and during the day, showing us the beauty, the dance of differing elements unified into a whole
- **Is Sustainable:** It will be made using the best weather-able materials available.
- **Previous Experience:** *Demonstrates experience creating community engaged public artwork of similar scale and budget.* I made two large public sculptures, in budget and completed on time. I have also had many sculpture shows, fulfilled and set up on time, both nationally and locally.

