

RESOLUTION 2022-096

PASSED: OCTOBER 10, 2022

**AUTHORIZING A CITY HALL MURAL CONTRACT WITH DANIELLE CASALI
IN AN AMOUNT NOT TO EXCEED \$30,000.**

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City and Danielle Casali negotiated an agreement to provide services for a public mural at City Hall in the same or substantially similar form as Exhibit A attached hereto and incorporated herein (the "Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are adopted and incorporated herein as Section One to this resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager to execute the Agreement attached hereto and incorporated herein as Exhibit A, and further direct the City Manager to perform such acts which may be necessary to effect the Agreement.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent this resolution is inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 10th day of October 2022 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Smith.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

CONTRACT FOR MURAL SERVICES

This Contract (the "Contract") dated October 10, 2022 (the "Effective Date"), by and between the City of DeKalb, an Illinois municipal corporation (the "City"), and Danielle Casali (the "Artist"). The City and Artist shall be referred to as the Parties.

In consideration of the promises made in this Agreement, the Parties agree as follows:

1. DESCRIPTION OF SERVICES. Artist shall provide services for the creation, design, installation, and painting of a 462 square foot public collaborative mosaic mural depicting a theme consistent with the City's "Belonging Initiative" on the south wall of City Hall located at 164 E. Lincoln Highway, DeKalb, IL 60115 (the "Services"), as further described in Exhibit A attached hereto and incorporated herein (the "Project Details"). Artist shall also coordinate and supervise the activity of volunteers from the community in all aspects of the Project as part of the Artist's Services. The City shall mutually cooperate with Artist's efforts to recruit and solicit community volunteers to perform labor for the mural. Except for the payment provided by Section 3 of this Contract, the City shall not provide any payment for labor to perform the Services; provided, however, that the City shall be solely responsible for providing the scaffolding or lifts (and the related labor to provide said scaffolding and lifts) which may be reasonably necessary to perform the Services. To the extent of its availability, City shall provide free indoor meeting space for the volunteer activities. Notwithstanding the foregoing to the contrary, the final design, installation, and painting of the public mural shall be subject to the City's sole exercise of discretion and control; provided, however, that City shall consult and cooperate with Artist.

2. PERFORMANCE OF SERVICES. Artist shall begin the Services on or around May 1, 2023 and complete the Services on or before July 1, 2024. Artist shall use high technical quality and professional skill to meet the City's needs in performing the Services. Artist shall coordinate with City staff to determine the exact specifications required by the City. Artist shall provide the Services and meet its obligations under the Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable industry standards, and Artist shall provide a standard of care equal to, or superior to, care used by service providers similar to Artist on similar projects. Artist makes no representation, warranty, or guarantee as to the longevity of the mural. Any maintenance or repair required after the completion date may be contracted to Artist or other contractors.

3. PAYMENT. The City agrees to pay Artist the total sum of \$30,000.00 in consideration for the Services in three (3) equal installments as follows: (1) \$10,000.00 within 30 calendar days following the Effective Date; (2) \$10,000.00 on or before December 31, 2023; and (3) \$10,000.00 within 30 calendar days following the completion of the Service or July 1, 2024, whichever shall occur earlier (the "Installment Payments"). Artist shall invoice the City at least 30 calendar days before the date(s) the Installment Payments for each respective payment; provided, however, that Artist's

failure to invoice the City shall not constitute a waiver of Installment Payments due to Artist.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, products or other information (the "Work Product") developed in whole or in part by Artist in connection with this Contract shall be the exclusive property of the City. Upon request, Artist shall execute all documents necessary to confirm or perfect the City's exclusive ownership of the Work Product. The City may use, whether in print, online, in social media, or otherwise, any Work Product as the City sees fit; provided, however, that City shall not sell or assign the Work Product to any person without the Artist's written consent, which shall not be unreasonably withheld. The City shall not be obligated to attribute any Work Product to Artist. The Parties further agree that the Work Product and Services shall constitute the City's government speech. Artist further waives Artist's rights under the Visual Artists Rights Act of 1990 (the "VARA"), 17 U.S.C. §101, et seq., in the public mural and the Services, by Artist's execution of this Contract, and Artist stipulates that the mural may be damaged, destroyed, distorted, mutilated, modified. Or removed without Artist's prior written consent. Notwithstanding the foregoing to the contrary, the City grants to the Artist an irrevocable limited license to use the Work Product and make reproductions of the Work Product for Artist's use in advertising brochures, media publicity, and other similar publications.

5. RELATIONSHIP OF PARTIES. It is understood by the Parties that Artist is an independent contractor with respect to the City, and not an agent, employee, or partner of the City.

6. INDEMNIFICATION. Artist shall indemnify, release, and hold harmless the City and its officers, agents, and employees from all claims, liabilities, losses, damages, expenses, attorney's fees, costs, and judgments arising out of, resulting from, relating to, or caused by the acts or omissions of Artist and Artist's officers, agents, and employees in the (non)performance of Artist's duties under this Contract.

7. INSURANCE. Artist shall procure and maintain, at Artist's sole cost and expense, insurance coverage, including general commercial liability with minimum limits of \$1,000,000.00 (One Million Dollars and Zero Cents), per incident, for Artist's duties under this Agreement. Artist shall name the City as an additional insured on all insurance policies required under this section on a primary, non-contributory basis without right of contribution and with waiver of subrogation.

8. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.

- c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

9. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 calendar days from the effective date of such notice to cure the default(s). Unless duly waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this contract. Upon termination of the Agreement, Artist shall be entitled to retain any Installment Payments paid and, for all Services performed after the date of any Installment Payments, compensation on a quantum meruit basis in an amount not to exceed the remaining total amount of any unpaid Installment Payments.

10. FORCE MAJEURE. If performance of the contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.

11. ENTIRE CONTRACT. This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing if the writing is duly executed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be governed by the laws of the State of Illinois. The sole venue for any disputes arising out of or related to this Contract shall be in the Circuit Court of DeKalb County, Illinois.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person, email, or by certified mail, return receipt requested, to the City at: ATTN: City Manager, City of DeKalb, 164 E. Lincoln Hwy., DeKalb, IL 60115, and to Artist at: Danielle Casali, 1317 Foxglade Ct., St. Charles, IL 60174, email: danielleacasali@gmail.com, or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.


17. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.


(THIS SPACE IS INTENTIONALLY OMITTED)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officers as of the date(s) indicated below.

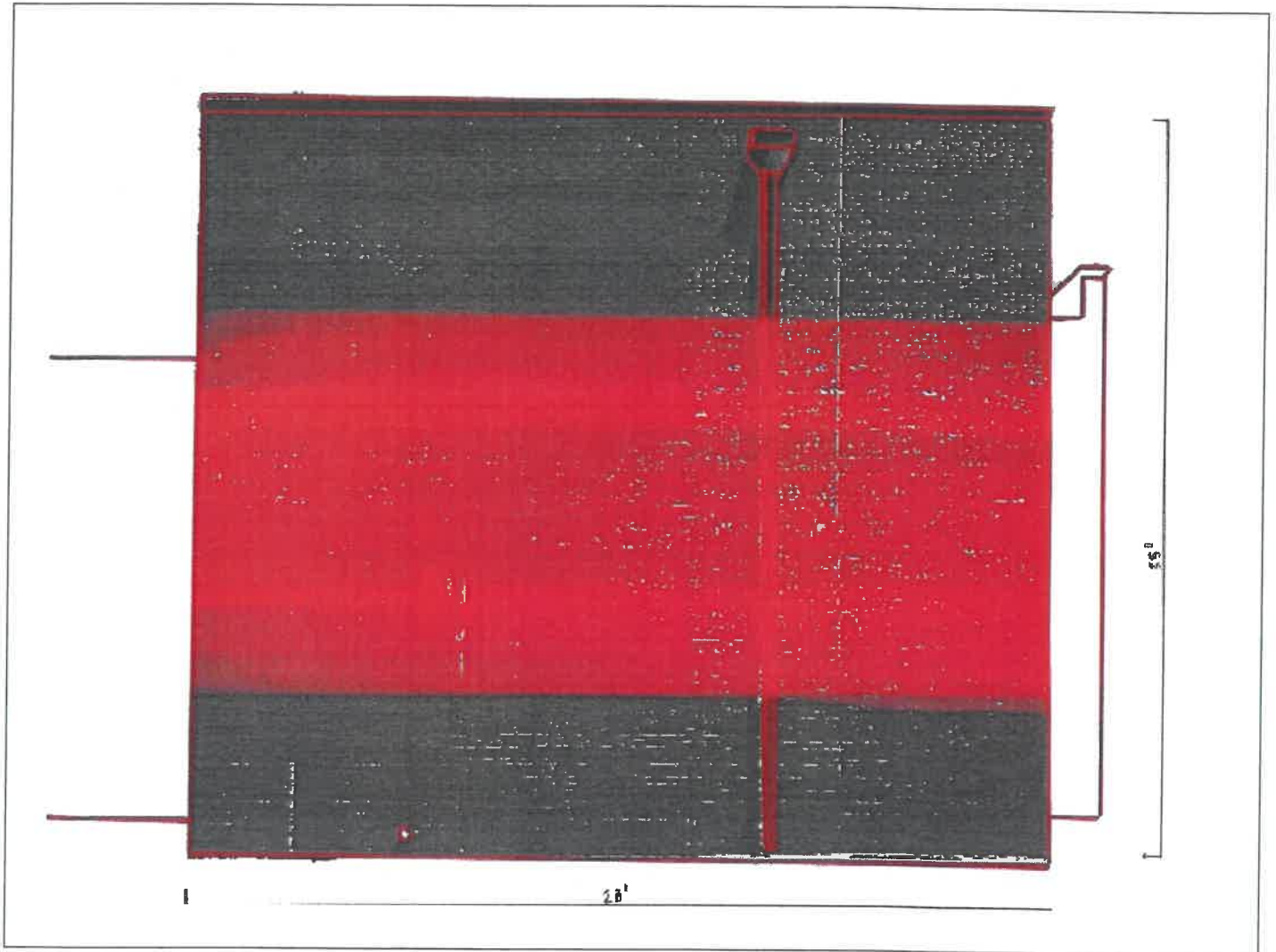
ARTIST

CITY OF DEKALB

By: 
Title: Artist
Date: 10/27/2022

By: 
Title: City Manager
Date: 10/28/22

City of DeKalb Community Mosaic Mural



Prepared for: City of DeKalb
Prepared by: Danielle Casali, Lead Artist
10/1/2022

PROJECT DETAILS

Overlook

Lead Artist Danielle Casali will conduct a collaborative mosaic mural project with the City of DeKalb and members of the community. We will design, create, and install a mosaic and painted mural on the South wall of City Hall building with a theme celebrating the City's "Belong" initiative. Community members will have the opportunity to provide input and brainstorm imagery for the design. Danielle Casali will lead community volunteers in the mosaic process, with regular weekly workshops involving hand cutting glass and ceramic onto full scale design motifs. Volunteers will also have the opportunity to paint portions of the mural on location. The resulting collaboration will be a full color mural, belonging to the community and representing the diversity and culture of the DeKalb area.

Description and Dimensions

The mosaic and painted mural to be installed on the south wall of DeKalb City Hall Building will cover 1/2 the total wall area with 462 square feet of detailed mosaic and painted motifs. The budget allows for approximately 115 square feet of detailed painted imagery and up to 346 square feet (approx. (23) 3'x5' panels) of stained glass and ceramic mosaic panels. The remaining 462 square feet may incorporate solid color block sections to combine motifs and expand the surface area of the overall design. Natural brick will be left exposed throughout the design in a cohesive style. The goal of the design is to activate as much wall surface as possible, so that the resulting mural is dynamic, colorful, celebratory, and makes a large impactful statement of "Belonging".

Budget

\$30,000 will be paid to the commissioned artist by the City of DeKalb in a 3 part installment (upon contract signing, halfway, and upon project completion). The budget includes materials, all design and editing, meetings, and teaching workshops. Mosaic panel installation and lifts required for painting are not included in artist fee. The City of DeKalb is responsible for acquiring volunteers throughout project completion, and capable workers and necessary lift equipment for mosaic panel installation and painted portions. Inadequate volunteer base may result in the artist needing to hire additional help, which could alter the amount of mosaic we can achieve.

Materials

The final mural will be composed of stained glass, ceramic, porcelain, and mirror in the mosaic portions. All glass and tile used is 100% weatherproof, freeze proof, and color fast. Mosaic portions are installed on professional Wedi cement panels with foam core, making them a lighter weight than traditional concrete board. Wedi panels are installed using liquid nails and Tapcon masonry screws. The mosaic elements are adhered to Wedi board with glass specific Mapei brand mortar, and weatherproof Mapei grout with added polymer. The grout is self sealing and does not need to be sealed or regularly maintained after installation. All panels are edged using grout caulk, sealing the edges against the brick and protecting them furthermore from weather.

The paint to be used for the detailed sections, Nova Color, is a professional, color fast, high pigment acrylic rated for outdoor use, and a favorite of professional muralists. Large color block sections will be painted with generic outdoor masonry-specific paint. A clear coat of anti-graffiti coating will be applied to the painted sections of the mural.

Project Outline and Suggested Timeline

The entire project duration from community brainstorming and design to installation is January 2023- Aug/Sept 2024. The start and completion dates are guaranteed except in unforeseen circumstance (like a global pandemic), and are subject to adjustment with all parties approval. General timeline may fluctuate slightly over the duration of the project due to factors such as volunteer participation, material sourcing, or early completion. Danielle Casali will lead community brainstorming workshops beginning in January 2023. We can do up to 5 meetings throughout the month to include a wide representation of the community. Brainstorm workshops can be held in city buildings for the general public, parks and rec programs, K-12 schools, and through NIU. During these meetings the public is asked to work in small groups to discuss the history and culture of DeKalb with a focus on diversity and "Belonging". Participants will be asked to draw and write their ideas.

Danielle will use the recurring ideas from the brainstorming meetings to determine the main motifs and imagery for the initial design draft. Focus groups will have the opportunity to give feedback for a couple rounds of editing to arrive at a final design. The final draft will be approved by the commissioning body, City of DeKalb. Danielle will prepare full scale drawings for each mosaic motif to be created by the community.

A dedicated workspace should be determined by Spring 2023. Danielle can be available for site visits. The workspace should be large enough for 3-4 8' folding tables with room for up to 5 people around each table. The workshop space also requires storage of mosaic supplies and completed mosaic panels (which can be stacked up to 8 panels at a time).

May 2023-May 2024 Danielle will lead community volunteers in tiling the mosaic panels. Tiling workshops include safety precautions, hand tool instruction, basic glass and tile cutting methods, and guidance in mosaic techniques. Workshops can be held up to three times weekly in a variety of days and times to provide as many opportunities as possible for a variety of volunteers. A typical workshop lasts 3-4 hours. The majority of workshops will be held in the dedicated workspace, however, the artist may collaborate with the local school district to hold several in-school workshops over the course of the project.

Summer 2024: Wedi panels cut to custom shapes, Mosaic panels will be mortared and grouted in preparation for installation. Volunteers are invited to participate in this installation prep process. The artist may also contract individuals to assist in this portion of the project at no additional cost to the city.

June 2024 wall is primed and Large color block and basic composition are painted. Large color block sections require no previous art experience, and may include families and children during a special workshop.

June/ July 2024 Mosaic panels are installed by City of Dekalb under the direction of the artist.

July/ August 2024 painted elements of the project are completed with volunteers. The artist will invite NIU school of art students to assist in the painted portion of the mural, in addition to any interested individuals.

September 2024 Grand unvelling/ dedication ceremony suggested.

DANIELLE CASALI

Other considerations

It is the lead artists' discretion to hire additional labor within the allowed budget. The lead artist also reserves the right to involve collaborating artists after contract agreement, and/or interns to assist in the design, lead or assist in workshops, and completion of the project, and may credit them for creative contribution. Collaborating Artists (different than interns) will be of high professional caliber. City of DeKalb may request a portfolio of assistant artists and approve their participation. Final design is approved by the lead artist and commissioning body.

Danielle Casali would like to be held harmless of any resulting injury of participants over the course of the project. Volunteers will sign a waiver before participation, to be provided by City of DeKalb.

Once the mural is completed, ownership transfers to the City of DeKalb, while Danielle Casali holds creative rights to the design. Images of the mural can be used freely by City of DeKalb in all media, and public photography is encouraged. However, no portion of the design may be reproduced by any party as an artistic project without consultation with the artist.

If the mural is damaged or graffiti applied, the artist, or a third party may be consulted and contracted to repair. The artist guarantees longevity of the mural to a reasonable degree. Danielle Casali makes a good faith effort to produce the best quality artwork using weatherproof and long lasting materials. Any restoration may include consultation with the artist, or contracting a third party. If the City decides to remove the mosaic panels for any reason, the artist requests to be consulted prior to removal (the panels are meant to be a permanent installation and removal will likely cause damage to the artwork as well as the brick).



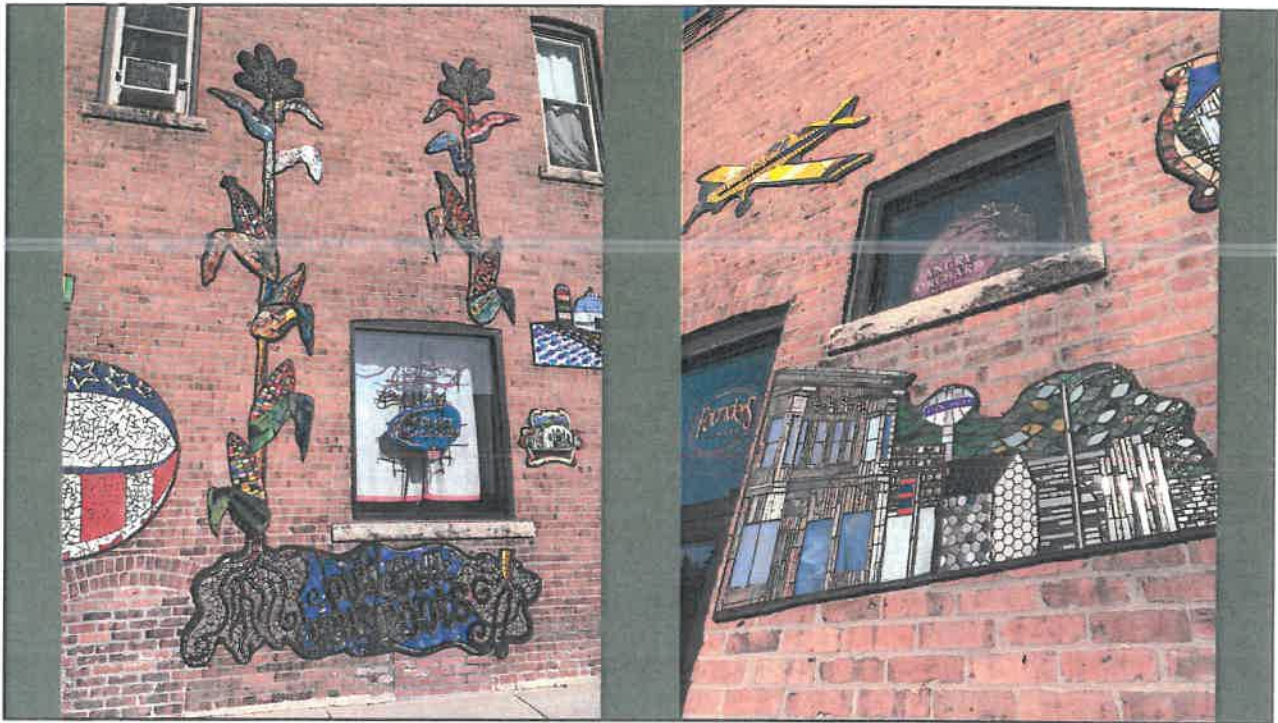
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