

ARTIST AGREEMENT

CITY OF TEMPE CAPITAL IMPROVEMENT PROJECT NUMBER: _____

This Agreement is made and entered into this 23 day of December, 2009, by and between the City of Tempe, an Arizona municipal corporation ("City") and Willco Art and Design, Inc., an Arizona corporation, as an independent contractor. Willco Art and Design, Inc. will provide artists Laurie Lundquist, an individual, and Rebecca Ross, an individual, each as independent contractors (collectively "Artists" or "IC") for the performance of certain tasks as specified in this Agreement. The IC agrees to perform all work under this Agreement as an independent contractor and not as an agent or employee of the City. The IC's principal place of business is located at the following: 1417 S. Grandview Drive, Tempe, AZ 85281 and 2103 S. La Rosa Drive, Tempe, AZ 85282.

In consideration of the mutual promises and agreements hereinafter contained, the parties agree as follows:

1. INDEPENDENT BUSINESS. The IC declares that IC is engaged in an independent business and holds services out to the public as a separate business entity from the City and is not in business for the purpose of providing services solely to the City.
2. COMPLIANCE WITH LAWS.
 - A. IC agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Agreement, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. IC acknowledges that a breach of this warranty is a material breach of this Agreement and IC is subject to penalties for violation(s) of this provision, including termination of this Agreement. City retains the right to inspect IC's documents as well as those of any and all subcontractors and sub-

subcontractors performing work and/or services relating to the Agreement to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of IC. IC hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- B. The IC further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

3. PROJECT DESCRIPTION AND SCOPE OF WORK. The project shall be known as the Daley Park Public Art Project ("Project"). The scope of work for the Project shall be as follows:

- A. The IC shall participate as a member of the team for the City's Daley Park. The artist selected to fulfill this project will work with the Daley Park Neighborhood Association, University Estates Neighborhood Association, University Park Neighborhood Association and Daley Park Artist Selection Panel to develop an art concept and execute a public art project for the site.

4. SERVICES TO BE PERFORMED.

- A. The City engages IC to perform the following tasks and services:
 - i. Through a competitive process, the City selected the IC, by and through artists, Laurie Lundquist and Rebecca Ross, to work as members of the Project. To accomplish this goal, the IC will work with the Daley Park Neighborhood Association, University Estates Neighborhood Association, and the University Park Neighborhood Association (collectively the "Neighborhood Association"). As the site is near residential areas and located in the City park, the IC will also be required to work with City staff.
 - ii. In addition to the team participation, the IC shall be required to make up to three presentations to Daley Park Artist Selection Panel, citizen groups, committees and/or the Neighborhood Association.
 - iii. After the Project design has been approved by the City, the IC may be required to provide construction oversight for the fabrication and installation of IC designs.

- iv. The IC shall produce construction documents for art elements designed for the Project. Payment for any sub-consultants to produce construction documents including the structural engineer shall be the responsibility of the IC.
 - v. The IC shall report to Maja Aurora, City Arts Coordinator, and coordinate with members of the Neighborhood Association as well as any appropriate City contractors.
- B. Task One/Payment One: Communications between IC, Neighborhood Association and City staff to develop a Project design concept. A total sum of Twelve Thousand Dollars (\$12,000.00) shall be paid to the IC collectively, upon completion of initial informational meeting, Neighborhood Association meeting(s), submission and approval of the design concept by Neighborhood Association and Daley Park Artist Selection Panel.
- C. The IC shall:
- i. Communicate and attend initial informational meeting with the Neighborhood Association and Daley Park Artist Selection Panel to gather input to be incorporated into Project design concept.
 - ii. Communicate and attend meeting with the Neighborhood Association and Daley Park Artist Selection Panel to submit a written description of design concept for the Project. IC shall submit sketches or drawings to convey design concept. Design concept documents shall indicate scale, location and placement within the Project site.
 - iii. Concepts are to be conveyed in such a way to allow City staff, appropriate committees, and/or the City Council to give approval for the creation of the Project. This approval phase shall entail meetings with the Neighborhood Association and presentations to neighborhood and user groups, committees, commissions and/or City Council.
- D. Task Two/Payment Two: Final design. A total sum of Twenty-seven Thousand Dollars (\$27,000) shall be paid to the IC collectively, upon submission and approval of final design proposal by Public Art/AIDP Committee and Tempe Municipal Arts Commission.
- i. During this phase of work, the IC shall create a final design proposal for the Project design based upon criteria

established during Task One and upon information and feedback gathered from City staff, Neighborhood Association, and Daley Park Artist Selection Panel in Task One.

- ii. The IC shall:
 - (a) Design the aesthetic treatments for the park and develop a Project budget for implementation of IC's designs.
 - (b) Submit final design proposal documents for approval from Public Art/AIDP Committee and Tempe Municipal Arts Commission. IC shall submit sketches or drawings to convey design concepts. Final design proposal documents must include plan for installation, detailed budget, material information, maintenance requirements and timeline for completion.
- iii. Ideas for final imagery are to be conveyed by IC in such a way to allow City staff, appropriate committees, and/or the City Council to give approval for the creation of the Project. This approval phase shall entail up to three (3) meetings with the Neighborhood Association and presentations to neighborhood and user groups, committees, commissions and/or the City Council.

E. Task Three/Payment Three: Completion of construction. A total sum of Twelve Thousand Dollars (\$12,000) shall be paid to the IC collectively, upon City's approval of 100% completion of construction.

- i. The IC shall:
 - (a) Collaborate with the Neighborhood Association and Daley Park Artist Selection Panel and assist in the completion of 100% plans, including but not limited to coordinating fabrication, and construction oversight. Present IC's work to the public, attend and participate in up to three (3) meetings in Tempe with neighborhood and user groups, committees, commissions and/or City Council.

5. TERMS OF PAYMENT. The City shall pay the IC according to the following terms and conditions:

- A. For services described in Section 4 of this Agreement, the IC collectively shall receive a total payment of Fifty-One Thousand Dollars (\$51,000) which shall constitute payment in full for the labor, supplies, materials, travel and all other expenses needed to perform these services. Payments shall be paid in three (3) installments. The IC shall submit invoices to the City of Tempe, 3340 South Rural Road, Tempe, AZ 85282, for labor and services at intervals stipulated in this section of this Agreement. Upon completion of services and City approval of work and billings, the City will make payment within thirty (30) days of its approval.
- i. IC collectively shall receive Twelve Thousand Dollars (\$12,000) upon completion of Task One, based upon City approval of work and billings, and approval of an invoice.
 - ii. IC collectively shall receive Twenty-seven Thousand Dollars (\$27,000) upon completion of Task Two, based upon City approval of work and billings, and approval of an invoice.
 - iii. IC collectively shall receive Twelve Thousand Dollars (\$12,000) upon completion of Task Three, based upon City approval of work and billings, and approval of an invoice.

6. PERIOD OF SERVICE. The IC shall complete all tasks of the Project in a timely manner so as to keep Project on schedule as directed by Project construction. All work shall be completed contemporaneously with completion of the construction and surrounding improvements.

Project Timeline and Required Documents:

- A. Prior to commencing work under this Agreement:
- i. Certificate of automobile insurance submitted by the IC to the City.
 - ii. Certificate of commercial liability insurance submitted by the IC to the City.
 - iii. Request valid City of Tempe privilege tax license number or a letter from City's tax department exempting the IC from the privilege tax.
 - iv. Request valid State of Arizona privilege tax license number or a letter from Arizona's tax department exempting the IC from the privilege tax.

v. Completion of Affidavit Demonstrating Lawful Presence in the United States with presentation of document.

B. By or before March 30, 2010:

i. Task 1:

(a) Submit Project design concept as per Section 4 of this Agreement.

C. By or before May 30, 2010:

i. Task 2:

(a) Submit final design proposal as per Section 4 of this Agreement.

D. By or before March 30, 2011:

i. Task 3:

(a) Completion and approval of 100% construction by the City as per Section 4 of this Agreement (Completion Date).

7. LIQUIDATED DAMAGES. The IC and the City agree that the City will suffer damages as a result of late or delayed performance by IC, however, those damages are difficult to estimate. As such, IC and the City agree that liquidated damages in the amount of Twenty-five Dollars (\$25.00) a day for the first week, One Hundred Dollars (\$100.00) each day thereafter that IC fails to complete performance after the contracted Completion Date, is a reasonable estimation of the City's damages. Nothing in this provision precludes the parties from agreeing, in writing, to schedule changes which modify the contracted Completion Date.

8. CONTROL. Tasks and services described in Sections 4-6 shall be performed by the IC. Any work done by assistants, other persons or other means must be under the direct control and supervision of the IC. Quality of all work is subject to approval by City.

9. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship between IC and City is that of an independent contractor and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership or joint venture, between City and IC, or cause City to be responsible in any way for the debts or obligations of IC.

10. INSTRUMENTALITIES. The IC shall supply all equipment, tools, materials and supplies to accomplish the designated tasks and services.

11. TITLE TO WORK. Title to all work created for this Project under this Agreement will remain property of the City. City retains the option to return any interest in or title to part of the work to the IC after Project completion.

12. WARRANTY.

A. With the exception of damage due to vandalism or accident by any person other than the IC or persons under its employ, direction or supervision, the IC agrees to cooperate in making or permitting adjustments to the Artwork, if necessary, to eliminate hazards or potential hazards which become apparent after the installation of the Artwork, acceptable to the City.

B. In addition, IC warrants to the City that the installation of the Artwork will be performed in a workmanlike manner and that the work will be free of defects in workmanship or materials, and that the IC will, at the IC's own expense, remedy any defects found in the Artwork and/or the installation, due to faulty workmanship or materials for a period of three (3) years after the installation is accepted by the City.

13. COPYRIGHT AND USE.

A. The IC warrants that the design being commissioned and produced under this Agreement is Artists' original product of their own creative efforts, the work is unique, it is an edition of one, it has not been accepted for sale elsewhere, and that the design shall not be offered for sale elsewhere without the express approval of the City.

B. The IC shall ensure that the design contains no material from other artworks or other copyrighted material without the prior written permission of the owner of such material where such other work is copyrighted or where such permission is otherwise required. Such permissions shall be obtained by the IC in form and content acceptable to the City.

C. Artists Laurie Lundquist and Rebecca Ross shall retain the copyright for all artwork including designs, sketches, models and any other completed artwork created and submitted by the IC to the City under the terms of this Agreement as described in Sections 3 and 4 of this Agreement.

- D. IC, Artists, and each of them, grants the City an exclusive license to produce designs of the work produced under this Agreement, and a non-exclusive license to publish photographs, videos, digital images and drawings of the work solely in conjunction with advertisements, publicity and promotions for the City without additional payment to the IC. Upon publication, the City will use its best efforts to assure that the Artists are given customary and appropriate identification as the creator of the work and the City will not utilize any such publication for the direct production of revenue, i.e., for the sale of photographs, drawings, reproductions or facsimiles of the work without permission of the IC.
- E. USEFUL LIFE OF PROJECT. All artistic work incorporated into the IC's Project plans shall result in work that will have a useful life equal to the life of the Project.

14. MAINTENANCE AND REPAIRS.

- A. The IC shall supply the City with maintenance instructions. The City will ensure the Artwork is reasonably maintained and protected to the extent practical as determined by the City in its sole discretion. The IC further warrants that she will supply at no charge, advice to City as to problems arising in relation to maintenance of the Artwork. Except as set forth herein, the IC shall incur no cost to herself as a result of giving said advice.
- B. Following the warranty period set forth in Section 12, the City shall make every reasonable effort to consult with the IC concerning repairs to the Artwork. To the extent practical as solely determined by the City, the IC shall be given the opportunity to accomplish repairs at a reasonable fee. The City reserves the right to obtain competitive bids and to choose the highest quality and least expensive vendor for all repairs to and/or restoration of the Artwork. This right shall remain in place during and shall survive the term of this Agreement.
- C. To the extent the Project is covered by the Visual Artists Rights Act of 1990 (VARA), any modification made to the installed Artwork by the City, including removal or relocation of the Artwork, will be made in accordance with VARA.

15. CURATORIAL DISCRETION. The City reserves curatorial discretion to determine the number, placement, duration, manner of display, and the time(s) during which any and all parts of this Artwork may be relocated and/or displayed.

16. LICENSES AND TAXES.

- A. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax.
- B. Prior to commencing work under this Agreement, the IC will contact the City of Tempe Audit and License Division and the Arizona Department of Revenue and either obtain any and all applicable tax license(s) or obtain letters from the tax departments confirming that no tax license(s) is required and that no privilege, sales, use or excise tax will be owed by the IC in relation to its work performed under this Agreement. IC will be responsible for reporting and paying any applicable sales, privilege, use or excise tax which may be payable in relation to this Agreement. The City is not to be invoiced nor will it pay any said taxes.

17. CLAIMS AGAINST THE CITY. To the fullest extent permissible by law, the IC shall defend, indemnify, save, and hold harmless the City, its departments, agencies, officers and employees from any and all claims or damages that arise from the negligent or wrongful performance of professional services performed under this Agreement. These services are to be performed in accordance with the standards of IC's profession in its appropriate capacity. In addition, the IC shall indemnify and hold harmless the City for any error, omission or negligent act of any person employed by IC or others for whose acts IC may be held liable. This provision shall survive the terms of this Agreement.

18. INSURANCE.

- A. Without limiting any obligations or liabilities, the IC, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona Department of Insurance and acceptable to the City, and with forms satisfactory to the City of Tempe:
 - i. Automobile Liability Insurance with limits of not less than statutory requirements including coverages for owned, hired and non-owned vehicles, as applicable.
 - ii. Prior to start of installation, Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 General Aggregate Limit. The

policy shall include coverage for bodily injury, property damage, personal injury, products and blanket contractual covering, but not limited to the liability assumed under the indemnification provisions of this Agreement.

- B. The IC shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the IC.
- C. The Commercial General Liability Insurance coverage required by Agreement shall name the City of Tempe, its agents, representatives, directors, officials, employees and officers as additional insureds, and shall specify that insurance afforded by the IC shall be primary insurance and that any insurance coverage carried by the City or its employees shall be excess coverage and not contributory coverage to that provided by the IC.
- D. Prior to commencing activities and services under this Agreement, except as noted above, the IC shall furnish the City with certificates of insurance, or formal endorsements as required by the Agreement issued by IC's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Project and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to:

City of Tempe
Cultural Services
3340 South Rural Road
Tempe, Arizona 85282
Phone (480) 350-5287
Fax (480) 350-5161

19. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by the City for the IC. IC shall carry workers' compensation and employer's liability insurance to cover obligations imposed by federal and state statutes having jurisdiction of IC's employees engaged in the performance of services under this Agreement.

20. SAFETY. The IC shall be solely and completely responsible for conditions on any job site over which he has oversight responsibility, including the safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA),

state, county and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The IC's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

21. COMMUNICATIONS. Any communications and/or deliverables required under this Agreement shall be deemed sufficiently given when personally delivered or mailed via US Certified Mail, return receipt requested, and addressed as follows (or to any other address agreed upon in writing by both parties):

To City: Cultural Services
City of Tempe
3340 South Rural Road
Tempe, Arizona 85282

To IC: Willco Art and Design
1417 S, Grandview Drive
Tempe, AZ 85281

Copy to: Rebecca Ross
2103 S. La Rosa Drive
Tempe, AZ 85282

22. DISPUTE RESOLUTION. In the event of a dispute concerning this Agreement, the parties will meet in good faith to resolve the dispute. In the event of any legal action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such legal action or proceeding, and such fees and costs shall be included in any judgment rendered as determined by the Court. In addition, if any person should institute a claim or action against the IC in which City is made a party defendant, IC shall indemnify, defend and hold City harmless for, from and against all liability by reason thereof, including reasonable attorney's fees and all costs incurred by City in such action.

23. DEFAULT.

A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Agreement.

- i. Any failure by IC to pay funds or furnish materials and/or goods that fail to conform to any requirement of this Agreement;
- ii. Any failure by IC to observe, perform or undertake any provision, covenant or condition of this Agreement to be observed or performed by IC herein;

- iii. Any failure to make progress in the performance required pursuant to the Agreement and/or gives the City reason to believe that IC cannot or will not perform to the requirements of the Agreement; or,
 - iv. Any failure of IC to commence work or services to be provided within the time specified herein, and to diligently undertake IC's work to completion.
 - v. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to IC, may terminate this Agreement.
- B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to IC, may do the following:
- i. Terminate the Agreement;
 - ii. Pursue and/or reserve any and all rights for claims to damages for breach or default of the Agreement; and/or,
 - iii. Recover any and all monies due from IC, including but not limited to, the detriment proximately caused by IC's failure to perform its obligations under the Agreement, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in (a) maintaining, repairing, altering and/or preserving the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and (c) attorneys' fees and costs in pursuing any remedies under the Agreement and/or arising therefrom. The exercise of any one of City's remedies shall not preclude subsequent or concurrent exercise of further or additional remedies.

24. RIGHT OF TERMINATION.

- A. City and the IC hereby agree to the full performance of the covenants contained herein, except the City reserves the right, at its discretion, to terminate or abandon all or any part of the Project at any time. In the event the City shall terminate or abandon the service or any part of the services as herein provided, the City shall

notify the IC in writing, and immediately after receiving such notice, the IC shall discontinue advancing work under this Agreement and proceed to close said operations under the Agreement. The IC shall appraise the services completed prior to notification of termination and submit an appraisal to the City for evaluation. The City shall have the right to inspect the IC's work to appraise the services completed. The City will not pay more than the corresponding progress payment set forth above for the percentage of work completed at that time.

- B. Upon termination, the IC shall deliver to the City all Project-related work, including copies of photographs, drawings, concepts, plans, reports, calculations, writing and computer disks, created and prepared by the IC specifically for this Project, together with all unused materials supplied to the IC by the City or from funds paid by the City.
- C. In the event of such termination or abandonment, the IC shall be paid for services performed prior to IC's receipt of said notice of termination. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the IC based upon the project description and scope of work set forth in Sections 3 and 4 of this Agreement, and shall be agreed upon mutually by the IC and the City. However, in no event shall the fee exceed that set forth in Section 5 of this Agreement. The City shall make final payment within thirty (30) days after the IC has delivered the last of the completed and/or partially completed items, all project-related materials and a final invoice for the final fee that has been agreed upon by both parties.
- D. In the event of death or incapacity of the IC, the City shall reserve the right to terminate this agreement. In the event this Agreement is terminated or abandoned by the City or the IC, the City may make use of the completed or partially completed work for this Project for the uses for which it was intended. Any use of incomplete work for this Project by the City following termination without specific written authorization by the IC will be without responsibility or liability to the IC. In the event this Agreement is terminated, the City shall have the option of completing the Project, or entering into an Agreement with another party for the completion of the work according to the provisions and agreements herein.
- E. The IC shall have the right to cancel the Agreement within thirty (30) days after notice in writing to the City for non-payment.

F. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

25. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties hereto. No oral representation has been made by any of the parties. This Agreement may not be amended, changed, modified or rescinded except in writing signed by all parties hereto and any attempt at oral modification of this Agreement shall be void and of no effect.

26. SUCCESSORS AND ASSIGNS. This Agreement shall not be assignable except at the written consent of the parties hereto.

27. FORCE MAJEURE. If either party shall be delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause, including delays in schedule not caused by, beyond the control of and without fault of the IC (financial inability excepted), performance of that act shall be excused, but only for the period of the delay. The time for performance of the act shall be extended for a period equivalent to the period of delay.

28. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Arizona and all litigation related to this Agreement shall be filed in Maricopa County, Arizona.

29. RETENTION OF RECORDS. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. IC will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Agreement.

30. TIME IS OF THE ESSENCE. Time is and shall be of the essence in this Agreement, and for each and every provision of this Agreement. City reserves the right to terminate this Agreement and hold IC liable for reasonable costs of recovery, excess cost or damage incurred as a result of delay.

31. ANTITRUST VIOLATIONS. City and IC recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the City. Therefore, the IC assigns to the City any and all claims for such overcharges. IC in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to the City.

32. HEADINGS, CONSTRUCTION OF LANGUAGE. The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning hereof. The language of this Agreement shall be construed according to its fair meaning and shall not be construed against the party responsible for drafting this Agreement or any provision hereof.

Words in this Agreement shall be deemed to refer to whatever number or gender that the context requires. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33. NON-WAIVER PROVISION. No breach or event of default hereunder shall be deemed to have been waived by the City except by a writing to that effect signed on behalf of the City and no waiver of any such breach or default shall operate as a waiver of any other breach or default on a future occasion, or as a waiver of that breach or default after written notice thereof and demand by the City for strict performance of this Agreement. Acceptance of partial or delinquent performance shall not constitute the waiver of any right of the City. Time is of the essence in this Agreement. All rights, remedies, and privileges of the City hereunder shall be cumulative and not alternative.

This Agreement shall be in full force and effect only when it has been executed by the duly authorized representatives of the IC and the City.

[SIGNATURE PAGE TO FOLLOW]

The parties have executed this Agreement as of the 23 day of December in the year of 2009.

CITY OF TEMPE, ARIZONA, an Arizona municipal corporation.

By: Kathy Benzies
Interim Community Services Manager

Willco Art and Design, Inc.

By: Laurie Lundquist
Laurie Lundquist for Willco Art and Design, Inc.

Laurie Lundquist, an individual.

By: Laurie Lundquist
Laurie Lundquist

Rebecca Ross, an individual.

By: Rebecca Ross
Rebecca Ross

City Attorney

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist