



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

ARTS & CULTURE COMMISSION
Regular Meeting, Tuesday, October 9, 2018
RESCHEDULED

NOTICE IS HEREBY GIVEN, that a regular meeting of the Arts & Culture Commission will be held in Conference Room 2B at City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota 55744 on Tuesday, October 9, 2018 at 3:45 pm.

Agenda

1. Call to Order
2. Public Input
3. Setting the Agenda
4. Correspondence
5. Approve the following minutes: Regular Meeting September 4, 2018
6. Financials: Current revenue/expenditure report
7. Artist in Residence
8. Old Business
 - IRRRB Grant
 - a. Consider a recommendation to City Council to move forward with Request for Qualifications for a mural and three sculptures
 - b. Other
 - Utility Box Wraps - Update
9. New Business
 - First Friday Food Trucks
 - Reschedule November 6, 2018 regular meeting
 - Reschedule January 1, 2019 regular meeting
10. Announcements
11. Set Agenda For Next Meeting:
12. Adjourn



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

ARTS & CULTURE COMMISSION
Regular Meeting, Tuesday, October 2, 2018

NOTICE IS HEREBY GIVEN, that a regular meeting of the Arts & Culture Commission will be held in Conference Room 2B at City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota 55744 on Tuesday, October 2, 2018 at 3:45 pm.

Agenda

1. Call to Order
2. Public Input
3. Setting the Agenda
4. Correspondence
5. Approve the following minutes: Regular Meeting September 4, 2018
6. Financials: Current revenue/expenditure report
7. Artist in Residence
8. Old Business
 - IRRRB Grant
 - a. Consider a recommendation to City Council to move forward with Request for Qualifications for a mural and three sculptures
 - b. Other
 - Utility Box Wraps - Update
9. New Business
 - First Friday Food Trucks
 - Reschedule November 6, 2018 regular meeting
 - Reschedule January 1, 2019 regular meeting
10. Announcements
11. Set Agenda For Next Meeting: Tuesday, October 2, 2018
12. Adjourn



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

ARTS AND CULTURE COMMISSION MINUTES

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday, September 4, 2018, at 3:48 pm.

Call of Roll: On a Call of Roll, the following members were present: Kayla Aubid, Sonja Merrild, David Marty, Anne-Marie Erickson, Kathy Dodge, John Connelly and Harry Smith. Absent: Myrna Peterson.

Others Present: Tom Pagel

Public Input: None.

Setting the Agenda:

Motion by Commissioner Marty, second by Commissioner Dodge to approve the agenda as presented. Motion passed by unanimous vote.

Correspondence: None.

Approval of Minutes: August 7, 2018 Regular Meeting & August 29, 2018 Worksession

Noted correction to August 29 minutes: artist name is Leah Yellowbird, not Lea Friesen.

Motion by Commissioner Dodge, second by Commissioner Connelly to approve the minutes of August 7, 2018 as presented and August 29, 2018 with correction. Motion passed by unanimous vote.

Financials: Reviewed and accepted.

Artist in Residence: Mr. Pagel will have program will be posted on Facebook.

Old Business:

- **IRRRB Grants:** 1) Forecast Public Art: Commissioner Merrild has contacted IRRR about change to grant, asking authorization to commission one large mural with funds and requesting an extension of the grant through the end of 2019. Mr. Mattei is working on the grant update and extension request to submit to IRRR. Mr. Pagel will contact Jen Krava at Forecast Public Art to determine if there are examples of contracts with other public entities showing use of public funds for placing art on privately owned property. 2) Sidewalk Poems: Jeff Davies indicated that contractor Greg Hince has the ability to etch poems into current sidewalk instead of replacing entire blocks. Mr. Pagel will follow up with Jeff to determine progress and timeline. 3) ADA Doors: mechanicals have been installed. Doors should be operational soon.
- **Utility Box Wraps:** Commissioner Smith has provided Silvertip Graphics with the text for photos. Vendor has provided an estimated invoice and requested 50% prepayment prior to beginning work. Mr. Pagel will contact Julie Kennedy, PUC Manager, and request payment.

Items for next agenda:

- Old Business:
 - Utility Box Wraps
 - IRRR Grant Update

- New Business:
 - Forecast Public Art – RFQ Review and approval
 - Food Trucks and First Fridays

There being no further business, the meeting adjourned at 4:26 PM.

Respectfully submitted:

Kimberly Gibeau, City Clerk

**CITY OF GRAND RAPIDS
ARTS & CULTURE COMMISSION**

**SCHEDULE OF CHANGES IN REVENUE AND EXPENDITURES
FOR THE PERIOD ENDING SEPTEMBER 30, 2018**

With Comparative Totals for the Period Ending December 31, 2017

	Actual 9/30/2018	Actual 12/31/2017
Arts & Culture Budgeted Expenditures	\$ 5,000	\$ 5,000
Supplies	112	1,817
Seminar/Meetings/School	-	-
Video	-	-
Mayor's Art Award	250	-
Facility Rent	-	-
Riverfront Feasibility Study	-	1,000
	<u>4,638</u>	<u>2,183</u>
Balance Available	<u>4,638</u>	<u>2,183</u>

**Arts & Culture Riverfront Feasibility Study
Grants/Donations**

Blandin Foundation	\$ -	\$ 8,568
Reif Center	-	1,000
Grand Rapids Arts	-	250
KAXE	-	250
MacRostie Art Center	-	250
Arts & Culture Commission	-	1,000
Neighborhood Economic Development Fund	-	27,184
Total Revenue	-	<u>38,502</u>

Expenses

Riverfront Feasibility Study	-	<u>(38,502)</u>
Balance Available	<u>-</u>	<u>0</u>



GRAND RAPIDS, MN

CALL FOR ARTISTS
Nature Themed Mural
Public Art Opportunity

Request for Qualifications

About Grand Rapids

Grand Rapids is a unique blend of small town hospitality and character with big city conveniences and opportunities. Grand Rapids offers an excellent quality of life to residents of the region with outstanding educational opportunities, excellent medical care, exceptional cultural, natural, and recreational amenities, and an unequalled sense of community spirit. Grand Rapids provides all residents safe, friendly, affordable housing and inclusive neighborhoods that retain and enhance nature in the City. Residents and visitors can move around the City with equal ease by car, bicycle, walking, or other mode of transportation. Grand Rapids welcomes and supports a diverse mix of thriving businesses and industry that provide quality jobs, promising careers, and economic vitality. Grand Rapids is a welcoming gateway to Minnesota's Northwoods tourism.

Grand Rapids, MN, population 10,869 (U.S. Census Bureau 2010), is located on the banks of the Mississippi and is the Itasca County seat. It's situated among 1,000 lakes in northeastern Minnesota. A small city known for, logging, regional services, the arts, and its Native American and settler cultures — Grand Rapids is a place of many narratives. Grand Rapids is predominately white (96.5%), with Native American (3.1%), Latino (1.2%), Black (1.1%), and Asian (.9%) racial and ethnic minorities (U.S. Census Bureau 2010). Fifteen miles west of Grand Rapids lies the edge of the Leech Lake Band of Ojibwe Reservation, and Native Americans are also the largest racial/ethnic minority in Itasca County (4.9%). The City's name hails from its 3.5-mile stretch of rapids (now replaced by a dam from the UPM Blandin Paper mill). Whereas much of the "Iron Range" region historically focused on mining, Grand Rapids emerged as a logging town. The Mississippi provided an optimal means of shipping logs to southern population centers. The hydropower generated by the rapids attracted UPM Blandin's predecessor in 1902.

Grand Rapids Arts + Culture Commission

The City Council established the Arts and Culture Commission in 2013. It currently functions as a volunteer commission, reporting to City Council, with nine members and a city staff liaison. Commissioners are selected by Council and serve a three-year term. The Grand Rapids Arts and Culture Commission envisions a community inspired by the power of its abundant arts and culture. They believe:

- the arts pave the way to a welcoming environment for all regardless of age, race, ethnic origin, gender and sexual orientation
- arts and culture combined with recreational opportunities define Grand Rapids as a regional creative destination for relocation, shopping, tourism and entertainment
- the arts contribute to health and well-being by creating aesthetically pleasing places to walk, bicycle, hike and play
- engagement in the arts helps vulnerable populations build confidence, cope with stress and aid with healing
- carefully planned and artistic street design contributes to a vibrant downtown and accommodates all modes of transportation helping to make movement accessible to all
- the beauty of the natural environment of the Mississippi River, lakes and forests is a defining and valued characteristic of our community
- accessible, quality arts educational opportunities cradle through career and on through retirement, are essential to the development of a creative community
- communities with robust arts and culture are more prosperous and attract large and small businesses, reward entrepreneurship, and provide meaningful careers to residents

Nature-Themed Mural Project

The Arts + Culture Commission received a Downtown and Business Corridor Grant from the MN Department of Iron Range Resources and Rehabilitation to create a highly visible and creative project that creates excitement, encourages citizen engagement, and generates visible improvements. The A+C Commission's projects will consist of three water-themed sculptures, and one mural with a theme that considers the natural environment. **This Request for Qualifications is for the nature-themed mural.**

Grand Rapids' motto is "It's in Minnesota's Nature". Outdoor recreation opportunities abound in the thousands of miles of trails and over 1,000 area lakes, and the Chippewa National Forest, the Hill River State Forest, and the George Washington State Forest are all nearby. Grand Rapids is home to the Minnesota Forest History Center, and flora and fauna are important to this part of the state.

The Commission would like to use this public art initiative to highlight the local flora, fauna, and natural elements in and around the city of Grand Rapids.

One artist will be commissioned to create one mural in downtown Grand Rapids [see following pages for location maps].

Please see the following pages for more information regarding the project.

Request for Qualifications (RFQ)

The Grand Rapids Arts and Culture Commission is facilitating the design and creation of a nature-themed mural to be located downtown Grand Rapids. Artists are hereby invited to submit qualifications to be considered to participate in the design phase for the public art opportunities described below.

The Arts and Culture Commission will review eligible applications and select a group of up to three finalists/finalist teams to invite to Grand Rapids for an in-person interview. Each artist/teams will receive a stipend of \$750 to cover fees associated with design and travel to in-person interviews. Further information will be provided to the finalists.

Upon completion of an in-person interview, one artist/artist team will be commissioned to develop, fabricate, and install one mural. Additional requirements will be outlined in instructions to finalists. Please see the following timeline for further details.

Budget: \$15,000

The budget for the mural is \$15,000. This do-not-exceed amount must include all fees, materials, transportation, installation, storage, permits, and insurance). More information about the site will be made available to the selected artist[s].

Site Information

The mural will be located on the west façade of the Chalupsky building on the SW corner of NE 1st Avenue and NE 4th Street.



Selection Criteria

Phase 1: Selection of artist/designers will be based on the following criteria:

- Quality of letter
- Quality of work samples
- Ability of artist/team to successfully complete projects based on bio and prior work experience

Phase 2: Design concepts must meet the following criteria:

- Design concepts are energetic, dynamic, unique, and engage the entire wall in some way.
- While the mural does not have to be a literal representation of nature, it should capture the qualities that nature can evoke [joy, peace, tranquility, relaxation, beauty, other] and is relevant to its context.
- The mural has a high impact and conveys artistic excellence.
- The mural should require very little maintenance, and is resistance to vandalism and extreme weather conditions.

Additional considerations:

- Art should be welcoming, accessible, and creative
- Artists should address how they would work with the Arts and Culture Commission to engage the community in some way
- Artist must be willing to work with an early-career artist

Eligibility

- Applicants must be experienced visual artists or artist-led teams residing in the state of Minnesota, with special preference given to artists from Northern MN.
- Applicant must provide evidence of producing at least two commissioned public art projects of a similar scale and budget within the past ten years.

We are committed to a policy of providing opportunities to people regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, age, veteran status, or physical ability.

Selection Process Overview

The Arts and Culture Commission will review applications and select artists or teams to participate in the design phase. Each artist/team will be paid a stipend of \$750 to prepare design concepts. Deliverables include graphic depictions of the proposed artwork and a brief narrative description. Artists/teams will have approximately **eight weeks** to prepare preliminary concepts, including the presentations to the Arts and Culture Commission.

Schedule

- October 3, 2018 – RFQ announced
- October 29, 2018 – Deadline for RFQ submission; all required materials must be received by 4PM CST.
- November 7, 2018 – Committee review and selection of 3 finalists [note to Commission: this date should align with a Commission meeting]
- November 20, 2018 – Contract with selected artists/teams
- January 2, 2018 – Preliminary design concepts presented to Arts + Culture Commission [note to Commission: this date should align with a Commission meeting]
- January 21, 2019 – Contract with selected artist or team. Commence design development.
- April 2019: Based on approval of final design, artist/team commences with fabrication
- October 2019: projects installed/project completion

Required Submission Materials (in digital format only)

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

- Contact information for lead artist and, if applicable, all team members
- Three references (contact information only) for recently completed projects
- One-page letter describing interest in project and approach to design; please include statement addressing eligibility criteria
- One-page listing of each work sample; please provide a brief description and budget for each work sample
- One-page biographical information or resume; if you have multiple team members, please keep biographical information for each team member to one page
- Work Samples: Up to 10 digital images of your recent and relevant projects. Individuals and teams are limited to 10 images maximum. Save all images as standard JPEG and label each with applicant's full name and number in sequence corresponding with list of work samples.

NOTE: Do not submit a proposal for artworks at this time.

Please submit all RFQ materials via email to: [enter email contact here](#). All materials must be received by **4 p.m., CST, Monday, October 29, 2018**. No RFQs will be accepted after this time. If you need clarification or further information, contact [who?](#) at: [email address](#)

DRAFT



GRAND RAPIDS, MN

CALL FOR ARTISTS

Water Themed Sculptures Public
Art Opportunity

Request for Qualifications

About Grand Rapids

Grand Rapids is a unique blend of small town hospitality and character with big city conveniences and opportunities. Grand Rapids offers an excellent quality of life to residents of the region with outstanding educational opportunities, excellent medical care, exceptional cultural, natural, and recreational amenities, and an unequalled sense of community spirit. Grand Rapids provides all residents safe, friendly, affordable housing and inclusive neighborhoods that retain and enhance nature in the City. Residents and visitors can move around the City with equal ease by car, bicycle, walking, or other mode of transportation. Grand Rapids welcomes and supports a diverse mix of thriving businesses and industry that provide quality jobs, promising careers, and economic vitality. Grand Rapids is a welcoming gateway to Minnesota's Northwoods tourism.

Grand Rapids, MN, population 10,869 (U.S. Census Bureau 2010), is located on the banks of the Mississippi and is the Itasca County seat. It's situated among 1,000 lakes in northeastern Minnesota. A small city known for, logging, regional services, the arts, and its Native American and settler cultures — Grand Rapids is a place of many narratives. Grand Rapids is predominately white (96.5%), with Native American (3.1%), Latino (1.2%), Black (1.1%), and Asian (.9%) racial and ethnic minorities (U.S. Census Bureau 2010). Fifteen miles west of Grand Rapids lies the edge of the Leech Lake Band of Ojibwe Reservation, and Native Americans are also the largest racial/ethnic minority in Itasca County (4.9%). The City's name hails from its 3.5-mile stretch of rapids (now replaced by a dam from the UPM Blandin Paper mill). Whereas much of the "Iron Range" region historically focused on mining, Grand Rapids emerged as a logging town. The Mississippi provided an optimal means of shipping logs to southern population centers. The hydropower generated by the rapids attracted UPM Blandin's predecessor in 1902.

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- the arts pave the way to a welcoming environment for all regardless of age, race, ethnic origin, gender and sexual orientation
- arts and culture combined with recreational opportunities define Grand Rapids as a regional creative destination for relocation, shopping, tourism and entertainment
- the arts contribute to health and well-being by creating aesthetically pleasing places to walk, bicycle, hike and play
- engagement in the arts helps vulnerable populations build confidence, cope with stress and aid with healing
- carefully planned and artistic street design contributes to a vibrant downtown and accommodates all modes of transportation helping to make movement accessible to all
- the beauty of the natural environment of the Mississippi River, lakes and forests is a defining and valued characteristic of our community
- accessible, quality arts educational opportunities cradle through career and on through retirement, are essential to the development of a creative community
- communities with robust arts and culture are more prosperous and attract large and small businesses, reward entrepreneurship, and provide meaningful careers to residents

Water-Themed Sculpture Project

The Arts + Culture Commission received a Downtown and Business Corridor Grant from the MN Department of Iron Range Resources and Rehabilitation to create a highly visible and creative project that creates excitement, encourages citizen engagement, and generates visible improvements. The A+C Commission projects will consist of three water-themed sculptures, and one mural with a theme that considers the natural environment. **This Request for Qualifications is for the three water-themed sculptures.**

Water plays a critical role in the community's quality of life—from the Mississippi River, to the many lakes in the region—it is an important factor in public health and safety to recreation and beauty. Knowing what a watershed is, where our water comes from and goes to, and how we can each play a role in preserving its function and value is important, but rarely understood.

The Commission would like to use this public art initiative to raise awareness of the many water resources to Grand Rapids, and everyday actions citizens and businesses can take to improve water quality in these resources.

One artist will be commissioned to create three sculptures which will be sited throughout the city [see following pages for location maps].

Please see the following pages for more information regarding the project.

Request for Qualifications (RFQ)

The Grand Rapids Arts and Culture Commission is facilitating the design and creation of water-themed sculptures to be located throughout the city. Artists are hereby invited to submit qualifications to be considered to participate in the design phase for the public art opportunities described below.

The Arts and Culture Commission will review eligible applications and select a group of up to three finalists/finalist teams to invite to Grand Rapids for an in-person interview. Each artist/team will receive a stipend of \$750 to cover fees associated with design and travel to in-person interviews. Further information will be provided to the finalists.

Upon completion of an in-person interview, one artist/artist team will be commissioned to develop, fabricate, and install three permanent artworks. Additional requirements will be outlined in instructions to finalists. Please see the following timeline for further details.

Budget: \$26,750

The budget for all three sculptures is \$26,750. The selected artist/team can determine the budget for each artwork, as long as the total for all expenses does not exceed this amount (must include all fees, materials, transportation, installation, storage, permits, and insurance). More information about the sites will be made available to the selected artist[s].

Site Information

Sculptures will be located at three pre-selected sites in Downtown Grand Rapids.

Location 1: the NE corner of NW 3rd Ave and NE 5th St.



Location 2: the SE corner of NW 1st Ave and NE 5th St.



Location 3: NE corner of NE 1st Avenue and Itasca Street



Selection Criteria

Phase 1: Selection of artist/designers will be based on the following criteria:

- Quality of letter
- Quality of work samples
- Ability of artist/team to successfully complete projects based on bio and prior work experience

Phase 2: Design concepts must meet the following criteria:

- Design concepts are engaging, interactive in some way, and evoke curiosity of passers-by either through color, movement, material, whimsicality, or other considerations.
- Artworks highlight where water comes from, either physically or spiritually, and consider natural processes in some way.
- Artworks are considerate of all seasons in MN, are considered safe and low maintenance, and consider lighting.
- The three artworks act as a series, and tell a story together. One sculpture will be of a larger scale than the other two.
- Artworks convey artistic excellence and innovation.

Additional considerations:

- Art should be welcoming, accessible and appropriate to the site
- Artists should address how they would work with the Arts and Culture Commission to engage the community in some way
- Artist must be willing to work with an early-career artist

Eligibility

- Applicants must be experienced visual artists or artist-led teams residing in the state of Minnesota, with special preference given to artists from Northern MN.
- Applicant must provide evidence of producing at least two commissioned public art projects of a similar scale and budget within the past ten years.

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The Arts and Culture Commission will review applications and select artists or teams to participate in the design phase. Each artist/team will be paid a stipend of \$750 to prepare design concepts. Deliverables include graphic depictions of the proposed artwork and a brief narrative description. Artists/teams will have approximately **six weeks** to prepare preliminary concepts, including the presentations to the Arts and Culture Commission.

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

NOTE: Do not submit a proposal for artworks at this time.

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ATTACHMENT TO PURCHASE ORDER _____
URBAN ARTS FUND GRAFFITTI PREVENTION/MURAL PROJECT

- A. *Coordination and Liaison:*** With the expressed consent of the Manager of General Services, Vendor shall fully coordinate all services under the Purchase Order and this Attachment to Purchase Order (collectively, the "Purchase Order") with the Director of Denver Arts & Venues or his or her designee (the "Director"). Vendor agrees that during the term of this Purchase Order he, she, or it shall fully coordinate all work hereunder as directed by the Director.
- B. *Vendor Performance:*** Vendor shall perform all services and furnish all supplies, material and equipment as necessary for the aesthetic design and installation of the mural (the "Work"), including but not limited to, payments for all necessary taxes, insurance, tools, consultants, rental equipment, and all other items incidental to producing a complete and acceptable Work.
- C. *Vendor's Conceptual Design and Execution of the Work:*** Vendor has submitted an initial proposal and conceptual design for the Work. Vendor's application of the Work at the site shall be consistent with the initial proposal and conceptual design. The Work shall be appropriate to a public setting and for viewing by public officials, City employees, citizens, and the general public of all ages visiting the Site. The City may, prior to, during, and after installation of the Work, require Vendor to make such revisions to the Work as are necessary for the Work to comply with the initial proposal and conceptual design, and applicable statutes, ordinances, or regulations of the City (including, without limitation the Denver Sign Code), the State of Colorado, or the U. S. Government. The City may also request revisions to the Work for other practical and/or non-aesthetic reasons.
- D. *Display Period:*** The Work is intended to be temporary and will be painted over or otherwise destroyed by the City upon conclusion of the display period, which period shall be from the complete installation of the Work until the City determines, in its sole discretion and without notice to Vendor, to remove the Work from display.
- E. *Warranties:*** Vendor represents and warrants to the City that: the aesthetic design and installation of the Work is solely the result of the artistic effort of Vendor; the Work is unique and original and does not infringe upon any copyright; that neither the Work installed hereunder, nor a duplicate thereof, has been accepted for sale or display elsewhere; the aesthetic design and installation of the Work will be performed in a workmanlike manner; and the Work will be applied to the site in such a manner as to reasonably protect it against damage or destruction by external forces. The foregoing warranties shall survive for a period of two (2) years after the City's acceptance of the completed Work. The City shall give notice to Vendor of any observed breach with reasonable promptness. Vendor shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by Vendor utilizing artistic skill and which cure is consistent with professional conservation standards as determined solely by the City.
- F. *Ownership, Maintenance, and Reproduction Rights:***
 - 1. *Title.* Title to the Work shall pass to the City upon final acceptance.
 - 2. *Waiver of Rights.* Vendor understands and agrees that, as to his, her, or its rights in the Work, the provisions of this Purchase Order shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113, as to the Work, and that execution of this Attachment to Purchase Order by Vendor shall constitute a waiver by Vendor, as permitted in 17 U.S.C. §106A(e), as amended, of any and all rights or protections in the Work, and any uses of the Work whatsoever, set out in or otherwise granted by 17 U.S.C. §101, et seq., as amended, including but not limited to §106A(a) or §113, or otherwise in the nature of "Droit Moral" under which artists claim an interest in their

work. Vendor understands and agrees that the Work is intended to be temporary and will be painted over or otherwise destroyed by the City upon conclusion of the display period.

3. *Vendor's Remaining Retained Rights in the Work.* Vendor therefore retains: (i) all other right, title and interest in the Work including all copyrights, but expressly excluding any rights in the Work under VARA, 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113, or otherwise in the nature of "Droit Moral" under which artists claim a continuing interest in their products and in the maintenance or modification of their products; and (ii) all rights expressly granted in this Attachment to Purchase Order. Vendor's waived rights as described above are, insofar as such rights are transferable, assigned to the City. In view of the intention that the Work in its final dimension shall be unique, Vendor shall not make any additional exact duplicate, two or three-dimensional reproductions of the final Work, nor shall Vendor grant permission to others to do so except with the written permission of the City. The City is unable to grant permission of any kind for political use of the Work. The restriction on duplication or reproduction shall not apply to Vendor's use of photographic reproductions of the Work in portfolio or in critical and scholarly writings. Vendor grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, in the sole discretion of the City and its assigns, including but not limited to reproductions for advertising brochures, media publicity, catalogues or similar publications.
 4. *Maintenance and Repair.* The City shall not be responsible for any maintenance or repair of the Work if mural is on Private Property – property owner is responsible to hire artist for restoration. If artwork is sited on Denver Public Space (park, recreation center, cherry creek trail, etc.) The Urban Arts Fund Program will maintain artwork for its temporary duration.
 5. *Site alteration.* Vendor agrees that the City is under no obligation to notify or consult with Vendor in the event of any proposed alteration of the site that would affect the intended character of the Work nor is the City under any obligation to maintain the integrity of the Work.
 6. *Removal, Relocation, Sale, Donation or Destruction.* Nothing in this Purchase Order shall preclude any right of the City, in its sole discretion and without notice to Vendor, (i) to remove the Work from public display, or (ii) to destroy the Work. Rather, Vendor understands and agrees that the Work is intended to be temporary and will be painted over by the City or its contractors upon conclusion of the display period. Vendor waives any rights which he, she, or it might have in connection with the removal or destruction of the Work under the VARA, as amended, including but not limited to §106A(a) and §113.
 7. *Surviving Covenants.* The covenants and obligations set forth in this section F shall survive the termination of the Purchase Order and shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of Vendor.
- G. Insurance: In lieu of the insurance requirements set forth in section 16 of the Purchase Order,** Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of the Purchase Order. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such notice shall reference the Purchase Order number. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is

unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to Denver Risk Management by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the Purchase Order number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Attachment to Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Purchase Order. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverages required under this Purchase Order. Vendor certifies that the certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City requests that the Purchase Order number be referenced on the certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or of any of the City's rights or remedies under this Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Auto Liability, Vendor shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Purchase Order, Vendor's insurer shall waive subrogation rights against the City. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Vendor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

1. ***Workers' Compensation/Employer's Liability Insurance: The parties recognize and agree that Vendor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. 8-40-202(2)(a). It is understood and agreed by the parties that the City does not (1) require Vendor to work exclusively for the City, provided that Vendor may have elected to work exclusively for the City for the period of time specified in the term of this Purchase Order; (2) establish a quality standard for Vendor, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by Vendor, the City will not oversee the actual work of Vendor or instruct Vendor as to how the work will be performed; (3) pay a salary or hourly wage to Vendor instead of the fixed contract rate stated herein; (4) terminate the work of Vendor for cause during the term of this Purchase Order unless Vendor violates the terms of the Purchase Order or fails to produce a work product or result that meets the specific terms provided in the Purchase Order; (5) provide any training for Vendor other than minimal orientation to the site or other parameters of Vendor activity; (6) provide tools or benefits to Vendor; (7) dictate the time of performance; except that Vendor completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (8) pay Vendor personally instead of making City warrants payable to the professional name of Vendor, except that in this Purchase Order Vendor is an individual and sole proprietor; and (9) combine the regular operation of the City in any way with the professional or business operations of Vendor instead of maintaining***

office operations separately and distinctly. These provisions are separately stated in the "Separate Declaration Regarding Independent Status", constituting the writing mandated by C.R.S. 8-40-202(2)(b), which must be signed and notarized by Vendor and the Director.

2. Vendor shall ensure personal automobile insurance is in force with limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage for all vehicles used in performing services under this Purchase Order. The policy will include a business use endorsement. Vendor represents, as material representations upon which the City is relying, that Vendor does not own any motor vehicles and that in performing Work under this Purchase Order, Vendor's owners, officers, directors, and employees use their personal vehicles. Vendor shall ensure that any person operating a motor vehicle in performing the Work under this Purchase Order shall keep in full force Personal Auto Liability coverage with minimum required limits.

For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier. Vendor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

- H. ***Compliance with Patent, Trademark and Copyright Laws:*** Vendor agrees that all work performed under this Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Vendor further agrees that it will not utilize any protected patent, trademark or copyright in performance of its work unless the Vendor has obtained proper permission and all releases and other necessary documents. If the Vendor specifies any material, equipment, process or procedure, which is protected, the Vendor shall disclose such patents, trademarks and copyrights in the construction drawings or technical specifications. Vendor agrees to release, indemnify and save harmless the City, its officers, agents and employees, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Agreement which infringes upon any patent, trademark or copyright protected by law.
- I. ***Indemnification:*** In addition to the other indemnification requirements the Purchase Order, Vendor will further indemnify, defend and hold the City harmless from and against any claims, losses, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any third party claim that the Work, when used by City the in accordance with this Agreement, infringes, misappropriates or violates any United States patent issued as of the date hereof, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. If an injunction or order is obtained against the City's use of the Works by reason of a claim of the type described above, or if in Vendors opinion, the Work is likely to become the subject of such a claim, Vendor shall take all necessary action to correct any such infringement or misappropriation to give the City the right to continue using the Work.
- J. ***Volunteer Waiver Form:*** Vendor may use volunteers to assist in performing the Work and related services required by the Purchase Order; provided, however, that prior to allowing volunteers to assist Vendor, Vendor shall obtain from the Director the City's Volunteer Waiver of Liability Form and shall have each volunteer execute the Volunteer Waiver of Liability Form. Vendor shall provide such executed forms to the Director prior to allowing volunteers to assist Vendor.
- K. ***Legal authority:*** The person(s) signing and executing this Purchase Order does hereby warrant and guarantee that he/she has been fully authorized by Vendor to execute this Purchase Order on behalf

of Vendor and to validly and legally bind Vendor to all the terms, performances and provisions herein set forth.

By signing below, Vendor agrees to all of the terms, performances and provisions of this Purchase Order.

Name

Title

Date

After recording return to:
Regional Arts & Culture Council
Public Art Murals Program
Public Art Collections Registrar
411 NW Park Ave, Suite 101
Portland, OR 97209

ART EASEMENT

THIS ART EASEMENT, effective on _____ (month/day/year), is between _____ (“Grantor”), and the City of Portland, an Oregon municipal corporation (“City”).

RECITALS

A. The City has adopted a program for the placement of art in and on public and private locations throughout the City of Portland. The Regional Arts and Culture Council, an Oregon nonprofit corporation, administers the City’s public art program as the City’s contracted arts agent.

B. Grantor owns the real property [insert street address], “(Property)”, which is legally described in Exhibit A (attached and incorporated herein) and is willing to make Property available to the City for the placement of public art, as defined in Portland City Code Section 5.74.020.D (hereinafter, “Artwork”). The Artwork is described in Exhibit B, attached and incorporated herein.

IN CONSIDERATION of the mutual promises and performances set forth below, the parties incorporate the Recitals above and agree as follows:

1. Grant of Easement. Grantor conveys, grants and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork at Property. The location of the installation of the Artwork at the Property shall be as approved by the Regional Arts & Culture Council.

2. Term of Easement. This easement shall be for a period of five years from the date of execution (“Initial Term”) and shall automatically renew for a successive five-year periods, unless sooner terminated as provided in Section 3.

3. Termination.

- a) At or after the expiration of the Initial Term in Section 2, the easement may be terminated by either party upon 30-days written notice to the other party with the effective date of termination stated in notice for a day after the notice period.
- b) During the Initial Term (or at any time thereafter), the easement may be terminated by Grantor with the City’s consent in writing upon Grantor’s showing of any of the following: i) that the Property is to be sold and the buyer requires in writing removal of the easement as a condition of the purchase and sale; ii) that the Property is to be refinanced and the lender requires in writing removal of the easement as a condition of the refinancing; iii) that the Property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork; or iv) that circumstances have materially changed and the continued existence of the easement or maintenance of the Artwork substantially impedes Grantor’s reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon Grantor’s satisfactory demonstration of any of the foregoing conditions of termination.
- c) The City may terminate the easement at any time at its sole discretion upon 30-days written notice to Grantor if Grantor fails to substantially perform Grantor’s obligations under Section 4.
- d) Grantor expressly agrees and warrants that upon effective termination under Section 3, the Artwork shall be removed by Grantor no later than 30-days from the effective date of termination and the Property restored to its prior condition. Time for removal may be extended in writing by the City.

4. Maintenance; Removal of Artwork. Grantor shall be responsible for maintaining and if necessary repairing the Artwork described in Exhibit B during the term of the easement. If in the sole judgment of the City, the Artwork is being excessively damaged and Grantor fails or refuses to maintain or repair the Artwork after 30-days written notice from the City, the City may remove the Artwork from the Property or take action to repair or maintain the Artwork. If the City removes the Artwork from the Property, the City will restore the Property to its original condition where practicable. If the City undertakes repair or maintenance, Grantor shall not obstruct or impede the City's access to the portions of the Property or the City's work.

5. Right of Entry. The City shall have the right to access any portions of the Property at or near where the Artwork is located during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this easement including but not limited to installation, inspection, repair or maintenance.

6. Binding Effect. This easement shall run with the land and be binding upon and inure to the benefit of the Grantor and the City, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the Property.

7. Independent Status. Neither party is the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever.

8. Notice. Notice shall be made to the following addresses, unless otherwise provided for in writing:

<u>City of Portland</u>	<u>Grantor</u> (name and mailing address)
City of Portland-Office of Management and Finance	_____
Bureau of Internal Business Services	_____
Property Acquisition & Services Manager	_____
1120 SW 5 th Avenue, Room 1204	_____
Portland, Oregon 97204	_____

AND

Portland City Attorney's Office
1221 SW 4th Avenue, Room 430
Portland, Oregon 97204

Copy to

Regional Arts & Culture Council
Public Arts Mural Program
411 NW Park Avenue, Suite 101
Portland, Oregon 97209

9. Non-Assignment; Amendment. The parties' obligations under this easement may not be assigned without the written mutual consent. The easement may be modified by written mutual agreement executed by authorized representatives of the parties.

10. Remedies. The parties acknowledge that breaches of the covenants in this easement will effect substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The parties agree that the prevailing party in an action for the breach shall be entitled to a) liquidated damages in an amount of \$2,500 per material breach; b) specific performance of the covenants of this easement, and each of them; c) reasonable attorney's fees; and d) any other remedies available at law or in equity. The remedies under this Section are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

11. Invalidity of Particular Provisions. In the event any term, provision, condition or other portion of this easement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this easement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

12. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this easement.

Exhibit A

Legal Description of the Property

Exhibit B

Description of the Artwork

Considerations from an arts lawyer:

This is a very tricky area that can create real problems down the road particularly for the private property owners (perhaps that's the reason for your inquiry!). While it initially seems like a good deal for the property owner in that they get something that could be considered an enhancement for "free", it can easily become a burden and the focus of lots of bad feelings. There are a couple of main considerations I often see missing from these sorts of agreements. Because each circumstance is unique, there are multiple ways of approaching the relationship, but in terms of subjects, here's a brief list of the bigger considerations in no particular order:

1. Maintenance, repair and conservation obligations
2. What happens in the event of damage caused by third parties?
3. What happens in the event of damage caused by private property owner?
4. Transferability of ownership/obligations to new owners
5. Ability to remove for a variety of reasons or no reason at all
6. Who bears the cost of removal?
7. Who is responsible for notifying the artist of damage or removal?
8. Clear statement of expectations for present and into the future
9. Who owns the work?
10. Does the initial permission amount to an easement or any forfeiture of rights that affect property owner in the future, or future property owners?

Again, because each situation presents a unique set of facts and circumstances, it is difficult to foresee all the variations of issues that might arise. But, the most important consideration is to think about not just the permission and installation part of the project, but what happens down the road and who's responsible for potential scenarios.

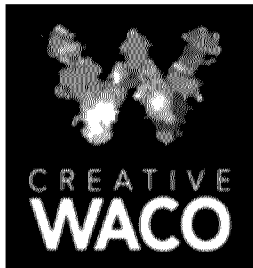
Hope that helps with some general considerations.

Information from Portland, OR's mural program:

Most, if not all, of the murals in Portland are on private properties that face the public right-of-way. There are two ways for murals to be "legal" in the eyes of the city: (1) going through RACC's Public Art Mural Program for approval, which then results in the mural being part of the city's public art collection for as long as it exists on the building; (2) applying for a \$50 Original Art Mural Permit with the city.

The attached Art Easement is required and must be signed by the property owner and gets filed with the County against the property's title. When someone other than the property owner (not necessarily the business owner) steps up to take responsibility for the maintenance, we add an amendment that also must be notarized and signed by the party taking responsibility. Removal of graffiti from murals on City property is typically coordinated and paid for by the city's graffiti abatement program.

The city's Original Art Mural Permit has restrictions on size, material and location in some areas of the city. Links to those rules and regulations can be found [here](#).



June 1, 2018

Property Owner Permission and Memorandum of Understanding

Property Owner Listed: _____
Preferred Mailing Address: _____
Phone Number: _____
Email: _____

As Property Owner of _____, I, _____
give Creative Waco and ArtPrenticeship permission to install a work of art on
my property.

I understand that a work of art by ArtPrenticeship is an investment of time and
public dollars and will be an asset to my property and the downtown Waco
community.

I agree to be a good steward and neighbor, and notify ArtPrenticeship and
Creative Waco regarding any maintenance concerns, changes in ownership, or
in the event that the mural requires removal for any reason.

I acknowledge that in the event ArtPrenticeship or Creative Waco determines
changes in localion or timeline, ArtPrenticeship will notice Property Owner of
change in writing.

Property Address

Signed: _____

Date: _____