

ARTS & CULTURE COMMISSION

Regular Meeting, Tuesday, December 6, 2016

Meeting Room Change – Community Development Meeting Room

NOTICE IS HEREBY GIVEN, that a regular meeting of the Arts & Culture Commission will be held in the Community Development Meeting Room at City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota 55744 on Tuesday, December 6, 2016 at 3:45 pm

Agenda

1. Call to order – Welcome New Commissioner David Dobbs
2. Public input
3. Setting the agenda
4. Correspondence
5. Approve the following minutes: Regular Meeting November 1, 2016
6. Financials
7. River venue update Up Date – Work Group
8. Progress reports Utility Boxes – Commissioner Smith
 Mayors' Award – Commissioner Marty
9. Old Business Public Art Working Group – Commissioner Dodge
 2017 Commission Goals
10. New Business Art Adoption / Public Art Plan
11. Announcements
12. Set agenda for next regular meeting: Tuesday, January 3, 2017
13. Adjourn

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B – GRAND RAPIDS CITY HALL
REGULAR MEETING, TUESDAY, NOVEMBER 1, 2016 – 3:45 PM**

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, November 1, 2016, at 3:45 pm

CALL OF ROLL: On a Call of Roll, the following members were present: Kathy Dodge, Harry Smith, David Marty, and John Connelly

Absent: Karen Walker, Lois Bendix, and Sonja Merrild

Skype: Benjamin Braff

Visitor: Julie Kennedy

Staff Present: Amy Dettmer and Michele Palkki

Commissioner Dodge called the meeting to order at 3:51 pm

Setting the Agenda: Nothing to add

Correspondence: Nothing to add

MINUTES

The minutes of the October 4, 2016 meeting were in the packets for the Commission's review and approval. It was noted that a spelling error was corrected for John Connelly.

APPROVAL OF MINUTES: Regular Meeting held on October 4, 2016.

Motion by Commissioner Connelly, second by Commissioner Marty to approve the minutes of the Regular Meeting, October 4, 2016 with corrections noted. Motion passed by unanimous vote.

FINANCIALS – A discussion was held regarding the balance we have available to use as of December 31, 2016. A discussion was held if the Commission could pay for the design of the Mayor's Award out of the 2016 budget. This award will be in April 2017. Staff will contact our Finance Director for approval.

RIVER VENUE UPDATE

The working group, consisting of City Staff Dettmer, Commissioner's Dodge, Connelly, Smith and Merrild has met with LHB. The working group will work on a Vision Statement and a Value Statement that should include the uniqueness of the Mississippi River and the economic impact it will directly make on Grand Rapids.

Commissioner Dodge reported that a site visit with Jon Commers from LHB is tentatively set for November 16 at 4:00 pm. Commissioner Dodge will clarify, with Mr. Commers, more details regarding his visit. All Commissioners are invited to attend; staff will post a possible quorum.

PROGRESS REPORTS

Utility Boxes

Julie Kennedy, Public Utilities, distributed an example of utility box art wraps that is happening in the City of Minneapolis.

Ms. Kennedy reported that there are some issues that will need to be addressed whether you do actual art or art wraps.

- Safety: There are safety concerns regarding this project and it was noted that the Utility Staff would need to work directly with this project, onsite.
- Jury: Who is going to oversee this project to make sure of consistency? The authority will need to make sure the art will survive the elements (heat/cold/moisture). Access cannot inhibit labels, doors, etc. They will need to make sure that the art does not blend in to the surroundings

Ms. Kennedy reported that a proposal should be drafted and then goes to the Grand Rapids City Council at a work session to see if there is support for this project. If so, then this proposal would need to be presented to the Public Utilities Commission. The proposal will also need to address whether painting or vinyl will be applied. There will need to be some sort of sealant to ward off graffiti so that it can be removed. Ms. Kennedy advised the Art Wraps might be the best approach.

Approval of art wraps for utility boxes

**Motion by Commissioner Marty, second by Commissioner Connelly to direct Ms. Dettmer and Commissioner Dodge attend a City Council Work Session to receive direction and if approved by them they would go to the Public Utilities Commission for final approval.
Motion passed by unanimous vote.**

Commissioner's Smith, Merrild and Dodge will continue to work on this project.

Business Art Award

Commissioner Marty has been working on this project for some time and has come up with the following: the name of the award will be the **Mayor's Arts Award**. Commissioner Marty spoke to the Chamber regarding presenting the annual award at the Chamber Annual Dinner on April 20, 2017. The chamber is ok if the recipient is not a Chamber Member.

Business Arts Award Continued

After further discussion, the chamber members were ok with the award being presented at their annual dinner.

Commissioner Marty presented the following timeline; a press release calling for nominations will go public on January 2, 2017; the deadline for nominations will be February 3, 2017; all letters of nomination and support will be reviewed at the Grand Rapids Arts and Culture Commission's Regular Meeting, February 7, 2017 and finally the award will be presented at the Chamber Annual Dinner on April 20, 2017.

Artist in Residence

Commissioner Dodge reported that the three artists are doing well. Mary Corwin and Annie Humphry would like to resubmit for another 3 months. Mary Corwin has signed a new MOU; we have not received Annie Humphry yet. The newest resident will be David Dobbs; he will begin November 15, 2016 and continue until January 15, 2017, the Commission already voted this resident. There are no other applicants at this time. Commissioner Dodge would like to include that priority is given to the artist with Ojibwe/Dakota Culture.

Approval of artist in Residence

Motion by Commissioner Connelly, second by Commissioner Marty to approve the extension of Mary Corwin and Annie Humphry from November through February 2017 and approve priority given to artist with Ojibwe/Dakota Culture. Motion passed by unanimous vote.

OLD BUSINESS

IRRRB Grant

Commissioner Connelly reported that in order to apply for a grant with IRRRB they require matching funds; this can include cash and/or staff. The minimum amount to apply for is \$12,500.00 with a maximum of \$25,000.00. The Commission does not have enough cash/staff to apply for the minimum without another entity or if the City would put anything towards it.

Commissioner Connelly reported that it was mentioned to revisit the Ken Steel Sculptures and place a piece of public art somewhere in the City, but the idea was dropped due to time and need for a public art plan.

Public Art Working Group

Commissioner Dodge reported that she would like to see a working group be set up to advise the Arts and Culture Commission on public art. This group would be comprised of individuals in the Community and one Commissioner from this board.

Public Art Working Group Continued

Motion by Commissioner Marty, second by Commissioner Smith to allow Commissioner Dodge help form the Public Art Working Group to advise the Arts and Culture Commission for placement of public art in the Grand Rapids community. In addition, Commissioner Dodge would represent the Commission on this working group. Motion passed by unanimous vote.

July 2017 Meeting

The City is beginning to put together the 2017 calendars that include all the boards and commissions meeting locations and times. The 1st Tuesday in July falls on July 4 and being this is a City Holiday the Commission will need to select another day to meet, if they wish.

After further discussion, the Commission determined they would not meet in July. If items arise and a meeting needs to take place, a special meeting will be posted.

Goals and Outcomes 2017

Commissioner Dodge reported that the City Administrator wanted the Commission to set up four goals and outcomes for 2017. Commissioner Dodge reported that the four outcomes we are working on currently and into 2017 would be: Complete the Mississippi Riverfront Venue Feasibility Study, Business Arts Award, Cover Utility Boxes, form a public art plan.

Commissioner Dodge reported that she continues to work on getting formal art instruction in the schools. She also stated that the Commission still needs to develop an art adoption plan for the City.

There being no further business, the meeting adjourned at 5:45 pm

Respectfully submitted by Michele Palkki, Administrative Assistant

Next Regular Meeting

Reminder, the next regular meeting of the Grand Rapids Arts and Culture Commission will be held on Tuesday, December 6, 2016 beginning at 3:45 pm at the Grand Rapids City Hall, Conference Room 2B, 420 North Pokegama Avenue, Grand Rapids MN 55744.

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

**SCHEDULE OF CHANGES IN REVENUE AND EXPENDITURES
FOR THE PERIOD ENDING OCTOBER 31, 2016**

With Comparative Totals for the Period Ending December 31, 2015

	Actual 10/31/2016	Actual 12/31/2015
Arts & Culture Budgeted Expenditures	\$ 5,000	\$ 3,000
Supplies	400	388
Seminar/Meetings/School	700	-
Video	-	200
Economic Impact Study	-	1,500
Facility Rent	-	75
	<u>3,900</u>	<u>837</u>
Balance Available	<u>3,900</u>	<u>837</u>

Arts & Culture Riverfront Feasibility Study	
Blandin Foundation	\$ 20,000

The Grand Rapids Arts and Culture Commission will explore the interest in and study the feasibility of developing a Mississippi Riverfront Venue. In the process both the Commission and its partner LHB Design will strive to:

- Reflect a broad range of community ideas and voices
 - Engage a broad cross-section of the community to co-create a process and design that best reflects our area.
- Provide a unique Mississippi River experience
 - Develop a design for a venue that strengthens our community's relationship with the river.
- Insure a financially feasible project
 - Insure the scope of project is within the community's capacity to build and sustain.
- Create an environmentally sustainable space
 - Incorporate local resources in an authentic way minimizing the impact on surrounding landscape, and showcasing the natural habitat of the Mississippi River.
- Promote economic development
 - Accommodate and encourage a diverse range of local and regional uses and act as a catalyst for community connections and growth.

2015 GRMN Creates Goals

1. Clarify and streamline city rules related to street festivals, performances in parks, street performers, food trucks, and serving alcohol at arts events
2. Explore possibility of the use of the Showboat site venue by other artists/groups
3. Advocate for re-purposing of Central School interior to include performance opportunities (e.g. live music within a “brew pub”)
4. Collaborate with Get Fit Itasca to identify potential arts-based interventions within community health goals
5. Nurture public-private partnerships to expand arts-related offerings at the Forest History Center
6. Promote existing cultural offerings to residents and potential visitors (Annual arts awards, electronic message board, centralized web calendar/e- blast)
7. Convene a diversity and inclusion workgroup to informally share updates and explore opportunities for collaboration
8. Consider the creation of an amendment to the Downtown Plan that specifically addresses issues of fragmentation and pedestrian wayfinding through artistic streetscape interventions and additional infrastructure
9. Create City of Grand Rapids “Art Adoption/Acquisition/Loan” policy that would create a clear understanding of what type of artworks to accept into the city’s collection and to establish guidelines around the conversations about maintenance, insurance, and other administrative necessities
10. Via an online artist directory, link local businesses to local cultural entrepreneurs with marketable services (exhibitions, performances, design, etc.)

2017 GRACC Goals

GOAL 1: Enhance Grand Rapids’ distinctive identity through arts and culture

OBJECTIVE: Connect arts, heritage, and the natural environment to help promote Grand Rapids’ distinctive identity

1.2 Nurture public-private partnerships to expand arts-related offerings at the Forest History Center

1.3 Nurture public-private partnerships to celebrate connections between art and lakes, rivers, forestry, sporting, and recreational activities

GRACC will complete the Mississippi Riverfront feasibility study.

1.4 Celebrate Ojibwe cultural heritage through city signage in English/Ojibwe

Ongoing collaboration with Human Rights Commission will continue to promote Ojibwe signage

OBJECTIVE: Foster regional networking to explore opportunities for collaborative programming and promotion

1.11 Facilitate connections between local arts and cultural nonprofit organizations and local and regional Ojibwe artists and organizations with experience exhibiting Native American visual and performing art

Establish one space on the third floor dedicated to an Ojibwe artist in residence.

GOAL 2: Expand opportunities for lifelong arts learning

OBJECTIVE: Youth: Celebrate and expand opportunities for in-school and outside-of-school arts learning

2.1 Coordinate a roundtable workgroup to address youth arts learning (in and outside-of-school)

2.3 Increase youth art offerings via the park system, such as a "fun wagon" or arts summer camps

OBJECTIVE: Facilitate community spaces and programming that welcome the entire community

3.2 Identify a new, prominent location for the Farmers' Market to strengthen its role as a social gathering place and artisan-incubator

3.6 Nurture public-private partnerships to integrate more art (music, visual and performing art, literature, and design) by regional Ojibwe artists (see 1.11)

GOAL 3: Foster inclusive arts and cultural offerings and expand access

OBJECTIVE: Facilitate community spaces and programming that welcome the entire community

3.1 Update city rules for use of Food Trucks.

GOAL 4: Use the arts to animate the physical realm and improve connectivity

OBJECTIVE: Infuse and align Grand Rapids' existing city policies, plans, and projects with arts and culture to help achieve broader community health and connectivity goals

4.4 Develop a pedestrian bridge over the Mississippi and enhance with artistic elements and good design

4.8 Create murals and art installations along existing infrastructure, such as bridges and railroad crossings, to help animate points of entrance into town and beautify neglected areas

GRACC will convene a working group/committee to form a public art plan.

GRACC will work with Public Utilities to cover utility boxes with artful designs.

OBJECTIVE: Create initial public art policies and develop a program that consistently contributes to the vitality and economic development of the city

4.11 Create City of Grand Rapids "Art Adoption/Acquisition/Loan" policy that would create a clear understanding of what type of artworks to accept into the city's collection and to establish guidelines around the conversations about maintenance, insurance, and other administrative necessities

GOAL 1: ENHANCE GRAND RAPIDS' DISTINCTIVE IDENTITY THROUGH ARTS AND CULTURE

CONNECT ARTS, HERITAGE, AND THE NATURAL ENVIRONMENT TO HELP PROMOTE GRAND RAPIDS' DISTINCTIVE IDENTITY

ACCOMPLISHMENTS

GRACC: Met with Jeff Johns and VGR about the possibility of future arts offerings through an Explore Minnesota grant. Contracted with LHB to undergo a Mississippi Riverfront venue feasibility study.

FUTURE IMPLEMENTATION

Arts/Culture – Nurture public-private partnerships to expand arts-related offerings at the Forest History Center.

PROMOTE GRAND RAPIDS' DISTINCTIVE LOCAL CULTURAL AND ARTS IDENTITY

ACCOMPLISHMENTS

GRACC: Electronic messaging board will be installed on Blandin Foundation grounds and business arts award will be awarded in 2017.

FUTURE IMPLEMENTATION

Arts/Culture – Promote existing cultural offerings to residents and potential visitors (Annual arts awards, electronic message board, and centralized web calendar/e-blast).

FOSTER REGIONAL NETWORKING TO EXPLORE OPPORTUNITIES FOR COLLABORATIVE PROGRAMMING AND PROMOTION

ACCOMPLISHMENTS

GRACC: Collaborated with the Human Rights Commission and Grand Rapids Arts to install murals by Ojibwe artist Leah Yellowbird and supported the Commission in their signage efforts.

FUTURE IMPLEMENTATION

Celebrate Ojibwe cultural heritage through city signage in English/Ojibwe

GOAL 2: EXPAND OPPORTUNITIES FOR LIFELING ARTS LEARNING

YOUTH – CELEBRATE AND EXPAND OPPORTUNITIES FOR IN-SCHOOL AND OUTSIDE-OF-SCHOOL ARTS LEARNING

ACCOMPLISHMENTS

GRACC: In conjunction with MacRostie Art Center gave a presentation to the School District 318 Board about the results of the education portion of the GRMN Creates survey.

FUTURE IMPLEMENTATION

Please enter initials of department followed by task the department is working on.

Collaborate with the Reif Center to offer arts workshops to students after school.

ADULTS & COMMUNITY – INCREASE ACCESS TO ARTS-BASED ENRICHMENT AND HEALING

ACCOMPLISHMENTS

Please enter initials of department followed by a short description of accomplishment.

FUTURE IMPLEMENTATION

Please enter initials of department followed by task the department is working on.

GOAL 3: FOSTER INCLUSIVE ARTS AND CULTURAL OFFERINGS AND EXPAND ACCESS

FACILITATE COMMUNITY SPACES AND PROGRAMMING THAT WELCOME THE ENTIRE COMMUNITY

ACCOMPLISHMENTS

GRACC: Questions about serving alcohol have been simplified by calling Kim Johnson Gibeau at City Hall.

FUTURE IMPLEMENTATION

Art/Culture – Clarify and streamline city rules related to street festivals, performances in parks, street performers, and food trucks.

INCREASE THE AMOUNT OF INCLUSIVE ARTS AND CULTURAL OFFERINGS THROUGH PUBLIC-PRIVATE PARTNERSHIPS

ACCOMPLISHMENTS

Please enter initials of department followed by a short description of accomplishment.

FUTURE IMPLEMENTATION

Arts/Culture – Convene a diversity and inclusion workgroup to informally share updates and explore opportunities for collaboration.

EXPAND ARTS AND CULTURAL OFFERINGS TO ALL PEOPLE, REGARDLESS OF FAMILY INCOME

ACCOMPLISHMENTS

Please enter initials of department followed by a short description of accomplishment.

FUTURE IMPLEMENTATION

Please enter initials of department followed by task the department is working on.

GOAL 4: USE THE ARTS TO ANIMATE THE PHYSICAL REALM AND IMPROVE CONNECTIVITY

INFUSE AND ALIGN GRAND RAPIDS' EXISTING CITY POLICIES, PLANS, AND PROJECTS WITH ARTS AND CULTURE TO HELP ACIEVE BROADER COMMUNITY HEALTH AND CONNECTIVITY GOALS

ACCOMPLISHMENTS

GRACC: Collaborated with Get Fit Itasca to install a garden in the downtown parking lot to promote healthy eating.

FUTURE IMPLEMENTATION

Art/Culture – Collaborate with Get Fit Itasca to identify potential arts-based interventions within community health goals. Art/Culture – Consider the creation of an amendment to the Downtown Plan that specifically addresses issues of fragmentation and pedestrian way finding through artistic streetscape interventions and additional infrastructure.

EMBED PUBLIC ART INTO EXISTING AND FUTURE STREETSAPES TO CREATE A DYNAMIC AND VITAL PHYSICAL ENVIRONMENT

ACCOMPLISHMENTS

Please enter initials of department followed by a short description of accomplishment.

FUTURE IMPLEMENTATION

GRACC: Will work with Public Utilities to paint or cover utility boxes with tasteful designs.

CREATE INITIAL PUBLIC ART POLICIES AND DEVELOP A PROGRAM THAT CONSISTENTLY CONTRIBUTES TO THE VITALITY AND ECONOMIC DEVELOPMENT OF THE CITY

ACCOMPLISHMENTS

Please enter initials of department followed by a short description of accomplishment.

FUTURE IMPLEMENTATION

Art/Culture – Create City of Grand Rapids “Art Adoption/Acquisition/Loan” policy that would create a clear understanding of what type of artworks to accept into the city’s collection and to establish guidelines around the conversations about maintenance, insurance, and other administrative necessities.

GOAL 5: FOSTER SUPPORT FOR ARTISTS AND ARTS AND CULTURAL ORGANIZATIONS

CULTIVATE AND STRATEGIZE WITH ALLIES IN THE BUSINESS COMMUNITY TO INCREASE OPPORTUNITIES FOR CULTURAL ENTREPRENEURS/PRACTITIONERS

ACCOMPLISHMENTS

GRACC: Working with Grand Rapids Arts an online artists registry has been installed with over 50 artists and their contact information.

FUTURE IMPLEMENTATION

Art/Culture – Via an online artist director, link local businesses to local cultural entrepreneurs with marketable service (exhibitions, performances, design, etc.).

TAP EXISTING SPACES TO CREATE OPPORTUNITIES FOR CREATIVE PRACTITIONERS TO AFFORDABLY LIVE, WORK, AND SHARE THEIR WORK

ACCOMPLISHMENTS

GRACC: Artists in Residence on the third floor of Central School continue to share their process and work to the general public.

FUTURE IMPLEMENTATION

Art/Culture – Advocate for re-purposing of Central School interior to include performance opportunities (e.g. live music within a “brew pub”). Art/Culture – Explore possibility of the use of the Showboat site venue by other artists/groups.

2017 Council Strategic Outcome Data

Arts & Culture Initial Submittal Form

Description of Council Member/Department Head Outcome	Section in Comp Plan Goal Fits	Goal in Section	Subgoal in Goal	Lead Department/Commission
Complete the Mississippi Riverfront Venue Feasibility Study	Arts and Culture Roadmap	Goal 1: Enhance Grand Rapids' Distinctive Identity through Arts & Culture	a. Connect arts, heritage, and the natural environment to help promote Grand Rapids' distinctive identity	Arts & Culture
Business arts award will be awarded in 2017	Arts and Culture Roadmap	Goal 1: Enhance Grand Rapids' Distinctive Identity through Arts & Culture	b. Promote Grand Rapids' Distinctive Local Cultural and Arts Identity	Arts & Culture
Work with Public Utilities to paint or cover utility boxes with tasteful designs	Arts and Culture Roadmap	Goal 4: Use the Arts to Animate the Physical Realm and Improve Connectivity	b. Embed Public Art Into Existing and Future Streetscapes to Create a Dynamic and Vital Physical Environment	Arts & Culture
Will convene a working group committee to form a public art plan	Arts and Culture Roadmap	Goal 4: Use the Arts to Animate the Physical Realm and Improve Connectivity	b. Embed Public Art Into Existing and Future Streetscapes to Create a Dynamic and Vital Physical	Arts & Culture

Council Member or Department Head



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

ARTS AND CULTURE COMMISSION

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

INVOICE

December 6, 2016

To: Reif Center

Re: City of Grand Rapids Riverfront Venue Feasibility Study Funding

In May, the Arts and Culture Commission selected LHB to perform a Riverfront Venue Feasibility Study for the City. Thank you for pledging \$1,000 toward the completion of the study.

The check can be made to: City of Grand Rapids

Payment can be sent to: City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Kathy Dodge,
Chairperson, Arts and Culture Commission

Amy Dettmer,
Arts and Culture Commission City Staff Liaison



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

ARTS AND CULTURE COMMISSION

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

INVOICE

December 6, 2016

To: MacRostie Art Center

Re: City of Grand Rapids Riverfront Venue Feasibility Study Funding

In May, the Arts and Culture Commission selected LHB to perform a Riverfront Venue Feasibility Study for the City. Thank you for pledging \$250.00 toward the completion of the study.

The check can be made to: City of Grand Rapids

Payment can be sent to: City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Kathy Dodge,
Chairperson, Arts and Culture Commission

Amy Dettmer,
Arts and Culture Commission City Staff Liaison



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

ARTS AND CULTURE COMMISSION

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

INVOICE

December 6, 2016

To: Grand Rapids Arts

Re: City of Grand Rapids Riverfront Venue Feasibility Study Funding

In May, the Arts and Culture Commission selected LHB to perform a Riverfront Venue Feasibility Study for the City. Thank you for pledging \$250.00 toward the completion of the study.

The check can be made to: City of Grand Rapids

Payment can be sent to: City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Kathy Dodge,
Chairperson, Arts and Culture Commission

Amy Dettmer,
Arts and Culture Commission City Staff Liaison



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

ARTS AND CULTURE COMMISSION

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

INVOICE

December 6, 2016

To: Northern Community Radio

Re: City of Grand Rapids Riverfront Venue Feasibility Study Funding

In May, the Arts and Culture Commission selected LHB to perform a Riverfront Venue Feasibility Study for the City. Thank you for pledging \$250.00 toward the completion of the study.

The check can be made to: City of Grand Rapids

Payment can be sent to: City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Kathy Dodge,
Chairperson, Arts and Culture Commission

Amy Dettmer,
Arts and Culture Commission City Staff Liaison



**PERFORMANCE
DRIVEN DESIGN.**

LHBcorp.com

AGREEMENT BETWEEN OWNER AND CONSULTANT

THIS AGREEMENT, effective the Sixteenth day of August, Two Thousand Sixteen by and between the City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744-2662, hereinafter referred to as the "Owner", and LHB, Inc. ("LHB"), a Minnesota corporation, 701 Washington Avenue North, Suite 200, Minneapolis, Minnesota 55401, hereinafter referred to as the "Consultant" is in response to the following:

- A. The Owner desires to have certain work done for it in connection with the Riverfront Performance Venue in Grand Rapids, Minnesota.
- B. This Agreement will be referred to as "Riverfront Performance Venue Feasibility Study".
- C. The Consultant is able and willing to perform the services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Owner and Consultant hereby agree as follows:

1. General Conditions

The term "Consultant" is a generic term and may refer to architect, surveyor, engineer, landscape architect or similar title specific to the scope of work to be provided.

The services to be provided by the Consultant include those described in the attached "Project Outcome and Work Plan" revised July 18, 2016.

The laws of the State of Minnesota shall govern this Agreement. Any provision of this agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

Each party binds themselves and their successors to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other party. Use of sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior representations either written or oral. This Agreement may only be amended in writing executed by both parties.

2. Owner's Responsibilities

The Owner shall provide full information on the requirements for the Project. The Consultant shall be entitled to rely upon the information provided.

The Owner warrants to the Consultant that any documents provided by the Owner do not infringe upon the copyright held by another and will defend the Consultant against any claims of copyright infringement.

The Owner shall designate a representative, if other than the individual who executes this agreement, who is authorized to act on the Owner's behalf and make timely decisions regarding the project.

21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
200 Third Avenue Northeast, Suite 100		Cambridge, MN 55008		763.689.4042
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902

3. Use of Consultant's Documents

The documents prepared by the Consultant are solely for use with respect to this project. All documents prepared or furnished by the Consultant pursuant to this Agreement are the instruments of services to the Project and the Consultant shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall be permitted to retain copies for the Owner's information, reference and use.

To the extent the documents are modified, supplemented or otherwise altered by the Owner, subsequent design professional, or any other party, the Owner agrees to indemnify, defend and hold the Consultant harmless for any claims, demands, damages or causes of action arising out of such modification, supplementation or alteration.

4. Dispute Resolution

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute or other matter in question has arisen. In no event shall a demand for mediation be made after the date when the institution of legal or equitable proceedings, based upon such a claim, dispute or other matter in question, would have been barred by an applicable statute of limitation.

5. Termination

In the event of substantial failure by one party, through no fault of the terminating party, to perform in accordance with the terms of this Agreement, this Agreement, and the obligation to provide further services under this Agreement, may be terminated by either party upon giving seven (7) calendar days written notice.

In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed prior to termination together with reimbursable expenses incurred to date.

6. Compensation

Compensation for the Consultant's services for Phases 1 and 2 shall be on an hourly basis with reimbursable expenses for a combined estimate of Forty Nine Thousand Nine Hundred Thirty Four Dollars (\$49,934). If the project has concluded after Phase 1, compensation for the Consultant's services shall be on an hourly basis with reimbursable expenses for a combined estimate of Nineteen Thousand Eighty Two Dollars (\$19,082).

7. Payment Terms

An Initial Payment of Zero Dollars (\$0) is to be made upon execution of this Agreement. Subsequent payment for services shall be made monthly. The Initial Payment shall be retained and will be credited to the Owner's account at the time of final payment.

Payments are due upon receipt of Consultant's invoice. Amounts unpaid thirty (30) days from the date of Consultant's invoice shall bear interest at the rate of eighteen percent (18%) per annum on the unpaid balance.

8. Additional Services

If there is a material change in the circumstances or conditions that affect the scope the work, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant shall notify the Owner and the Owner and Consultant shall promptly and in good faith enter into negotiation to address the changed conditions including equitable adjustment to Consultant's compensation. In establishing the fee for any additional services to be performed, the Consultant shall utilize the attached Standard Hourly Rate Schedule. If Owner desires Consultant to expand the scope of

work to include additional design services, Owner agrees that the parties will execute a new agreement for those services.

9. Claims for Consequential Damages

The Consultant and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Project or Agreement.

10. Limit of Liability

To the maximum extent permitted by law, the Owner agrees to limit the Consultant's liability for the Owner's damages to the sum of Fifty Thousand Dollars (\$50,000) or the Consultant's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

11. Attachments

The following documents are attached and made an integral part of this Agreement.

1. "Project Outcome and Work Plan" revised July 18, 2016
2. "Grand Rapids Riverfront Performance Venue Feasibility Study - Revised Fee Spreadsheet to meet Budget Requirements" revised July 18, 2016
3. "Standard Hourly Rate Schedule" dated August 16, 2016
4. "Reimbursable Expenses" dated August 16, 2016

In consideration whereof the Owner and Consultant have caused this Agreement to be executed in their respective behalves as of the day and date first shown above.

CITY OF GRAND RAPIDS

LHB, INC.

By: _____
(Signature)

By: MA Fischer
(Signature)

Its: _____
(Title)

Its: Senior Vice President
(Title)

Name: _____
(Printed Name)

Name: Michael A. Fischer
(Printed Name)

LHB Template: Last Revised: 05-25-2012
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