

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B – GRAND RAPIDS CITY HALL
REGULAR MEETING, TUESDAY, JULY 5, 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, July 5, 2016, at 3:45 pm

CALL OF ROLL: On a Call of Roll, the following members were present: Karen Walker, Harry Smith, David Marty, Sonja Merrild, Jon Connelly, and Benjamin Braff arrived at 3:50 pm

Absent: Lois Bendix, Kathy Dodge and Leah Yellowbird

Visitor: Gary Christiansen

Staff Present: Amy Dettmer and Michele Palkki

Commissioner Merrild called the meeting to order at 3:45 pm

SETTING THE AGENDA:

Add: Under New Business: Gary Christiansen

NEW BUSINESS

Piano at Central School

Gary Christiansen was present to address the Commission about the piano located in Central School. He would like the Commission to approve spending \$1,000.00 to refinish the piano and bench.

Benjamin Braff arrived 3:50 pm

The piano, owned by the City as per Tom Pagel, is in great condition but the finish needs to be stripped and redone. Mr. Christiansen noted the piano is a 1907 Ivers and Pond. He believes it may have been tuned two or 3 times. Mr. Christiansen reported that in his discussions with Mr. Pagel, Mr. Pagel said the City would be willing to deliver the piano/bench to and from his home at no charge.

The Commission thanked Mr. Christiansen for his proposal and would get back to him once the Commission has time to discuss.

Motion by Commissioner Marty, 2nd by Commissioner Smith to discuss refinishing the piano located in Central School. Motion failed due to lack of vote.

After further discussion, the Commission asked that this item be put on the August agenda.

Motion by Commissioner Walker, second by Commissioner Marty to table until the August Meeting. Motion passed by unanimous vote

APPROVAL OF MINUTES: Regular Meeting June 7, 2016

Motion by Commissioner Connelly, second by Commissioner Smith to approve the minutes of the Regular Meeting, June 7, 2016. Motion passed by unanimous vote.

OLD BUSINESS

RIVER VENUE REPORT

Commissioner Merrild reported LHB has been chosen for the project and we are waiting to hear back from them regarding the dollar amount. The City also gave the Commission permission, at their last meeting, to seek funding for the project and permission to fill out grant requests.

Commissioner Merrild reported that she had received an update from Commissioner Dodge that some funding has already been secured from various groups. Staff Liaison Dettmer will be putting together a letter that will be sent from the Commission requesting funding. The Commission wants to not only seek funding but to let the community know about this project. Ms. Dettmer will contact Ms. Setness, our Communication Specialist, to put something on the City Web page.

Commissioner Marty is the guest speaker at the August Chamber Luncheon and will give a report, on behalf of the Commission.

PROGRESS REPORTS

Pop Up Park – Commissioner Merrild

Commissioner Merrild reported, on behalf of Commission Dodge, that the pop up park is open and has picnic tables, benches, garden planters etc. There was some discussion regarding the amount of time it is taking to get everything ready for summer. This will be discussed at a future meeting. A few ideas were to be able to permanently place on the grounds at Central School; The Commission was reminded that there is irrigation to be considered and that if the Commission wishes to seek the idea that a discussion would need to be held with Jeff Davies, City Public Works Director.

Native Place-Making

Commissioner Merrild reported that the grant Katie Marshall wrote, for the mural project, was awarded. Leah Yellowbird gave the proposal for this and is currently working on it; it will be available to view at Central School. The mural will be placed on the west side of the North Bank Building (formerly Minuteman Press). It is hoped this will be the first mural of more to come in the future, as space becomes available.

Summer on the Mississippi

Commissioner Braff reported that nothing is planned for this year but hopefully for 2017.

Public Utility Box – Commissioner’s Merrild and Smith

Commissioner Smith reported he has spoken to Julie Kennedy regarding painting and/or heat wrapping the utility boxes. Ms. Kennedy reported that she will be meeting with her staff and Commission to discuss this concept and determine if this will pass all inspections.

The Commission would like to extend an invitation to Ms. Kennedy to attend the August meeting to talk about this more in depth. If the project is given an ok, it would be nice to work with the local artists and students. Commissioner Smith will speak to Ms. Kennedy and report to the Commission.

Location for August Meeting

Commissioner Braff proposed that the next regular meeting be held at the Pop up Park, and in case of inclement weather, we will move to Central School.

There being no further business, the meeting adjourned at 5:00 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, August 2, 2016 beginning at 3:45 pm at the Pop up Park located on the corner of 1st Avenue Northwest and Highway 2 and 169, Grand Rapids MN 55744.

If inclement weather the meeting will be held in Central School, 10 NW 5th Street, Grand Rapids MN 55744. Questions please contact the Administration Office at 326-7600.

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

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

With Comparative Totals for the Period Ending December 31, 2015

	Actual <u>7/31/2016</u>	Actual <u>12/31/2015</u>
Arts & Culture Budgeted Expenditures	\$ 5,000	\$ 3,000
Supplies	222	388
Video	-	200
Economic Impact Study	-	1,500
Facility Rent	-	<u>75</u>
Balance Available	<u>4,778</u>	<u>837</u>

Project Outcomes

In the first phase of the study, the LHB team will evaluate, measure and summarize the need for a new or expanded outdoor entertainment venue on the Grand Rapids Mississippi Riverfront. With stakeholder engagement and input, the evaluation will consider any current sites and facilities that could serve the needs of the project. The LHB team will also examine local management capabilities and provide examples of successful facility management structures in other similar communities. If the first phase does not reveal a compelling need or there is a lack of community support for an expanded riverfront performance venue, the LHB team will prepare the study, summarizing these findings, and the project will conclude. If, however, the first phase of the study determines that resources exist for a successful venue operation, the study will proceed into the second phase.

The potential second phase will receive input on and evaluate up to three site options, based upon the needs assessment. Currently, there are two potential sites, but the process should be open to the development of another site option. The known site options include a site adjacent to the Minnesota Historical Society's Forest History Center, which the LHB team is currently working on; and the site of the current KAXE Northern Community Radio outdoor amphitheater.

Phase 1: Investigate

1.1 Project Schedule and Coordination

The LHB team will participate in a kick-off meeting with City Staff and members of the Grand Rapids Arts and Culture Commission (the "Grand Rapids Team"), with timing orchestrated so that other key tasks are initiated concurrently. In addition to a review of project goals and tasks, this meeting will address project schedule and coordination of work.

The LHB team will, in concert with the Grand Rapids team, review and refine an overall project approach, including dates of key public events, timing of team meetings, milestone dates, and other important meetings or timelines.

Coordination items include, in particular, the ways in which information is communicated within the team, representation of the project at public events, and coordination with other current planning efforts. In addition, the protocols for sharing information and directions will be defined.

Deliverables: Meeting agenda, materials, and notes.

Timeframe: September 2016.

GR Team Participation: Attend meeting.

Note: we reduced hours for this task to help meet the budget, so will rely on the client team to help coordinate.

1.2 Information Gathering and Related Document Review

The LHB team will define data needs and collect available information including existing regional demand information, GIS and physical base data (especially parcel size and accessibility), demographic information, previous analyses, related plans and other information that may be pertinent in this project.

Deliverables: Content summary of existing reports, plans, and studies.

Timeframe: September-October 2016.

GR Team Participation: Respond to data request by providing all available resources.

Note: we reduced hours for this task to help meet the budget, so will rely on the client team to help coordinate.

1.3 Regional Demand Evaluation

Evaluate regional demand for a prospective new or expanded outdoor performance venue on the Grand Rapids Riverfront, including an inventory of existing and competing spaces. This task will consider the opportunities to use existing venues with different operating models, as well as the potential for a completely new venue.

Deliverables: Summary memo.

Timeframe: October-November 2016.

GR Team Participation: Provide input and feedback.

Note: We significantly reduced the hours for this task to help meet the budget. Instead of a market-based investigation of regional demand, we will make assumptions based on existing data and the knowledge of local stakeholders.

1.4 Comparables Evaluation

Develop a valuable universe of comparables in similar marketplaces, highlighting the capital stock involved in their inception and the management models in place for their ongoing viability and arts contributions.

Deliverables: Summary memo.

Timeframe: October-November 2016.

GR Team Participation: Provide input and feedback.

1.5 Management Capabilities Evaluation

The LHB team will work with the Grand Rapids Team to evaluate the local resources available to manage a performance venue and provide examples of how similar communities have successfully managed similar facilities.

Deliverables: Summary memo.

Timeframe: October-November 2016.

GR Team Participation: Provide input and feedback.

~~1.6 Economic Impact Evaluation~~

~~Apply existing research on the economic impact of comparable performance spaces, to the Grand Rapids regional environment, and interpret findings based on this local application. Typically, this research focuses on the direct and indirect spending effects and job creation of various types of investments; these types of findings will help inform the community decision of whether or not to proceed to the second phase of evaluation.~~

~~**Deliverables:** Summary memo.~~

~~**Timeframe:** December 2016.~~

~~**GR Team Participation:** Provide input and feedback.~~

Note: Based on discussions with Amy and Kathy, we have eliminated this task.

~~1.7 — Project Team Check-in Meeting~~

~~The LHB team will meet with the Grand Rapids Team to review the results of Phase 1 and determine whether the project will proceed to Phase 2. We understand that if the outcomes of Phase 1 do not indicate an unmet need and available resources for a performance venue, the project will conclude with a document summarizing the findings of Phase 1.~~

~~**Deliverables:** Meeting agenda, materials, and notes.~~

~~**Timeframe:** December 2016.~~

~~**GR Team Participation:** Attend meeting.~~

Note: As a cost-saving idea, we have eliminated this meeting in lieu of sending the report and having phone discussions. Assuming the project moves forward, we will present the findings from Phase 1 at the first meeting in Phase 2, making much more efficient use of our time.

1.8 Phase 1 Summary Document *(to be provided as a stand-alone document if the project does not proceed)*

The LHB team will provide a final document summarizing the findings of Phase 1 that can act as a record of the projects' efforts in the event that the Grand Rapids Team determines that the project will not proceed.

Deliverables: Summary document.

Timeframe: January 2017.

GR Team Participation: Provide input and feedback.

Phase 2: Imagine

~~2.1 — Public Participation Plan Development~~

~~The LHB team will assemble a plan for public participation including engagement goals, audiences, outreach methods, tools, and timing. The plan will focus on both high-quality and high-touch methods of interacting with the public. The public participation plan will define the ways in which collected input will be shared with the Grand Rapids Team and used in the work of the final document.~~

~~**Deliverables:** Public Participation Plan.~~

~~**Timeframe:** December 2017 (or immediately upon determination that the project will proceed).~~

~~**GR Team Participation:** Provide input and feedback.~~

Note: This task has been eliminated in order to meet the budget.

2.2 — Focus Groups, Stakeholder Interviews, and Surveys

Based on the direction provided by the Public Participation Plan (Task 2.1), the team will likely conduct focus groups to discuss key topic areas, stakeholder interviews to have small group conversations with specified individuals or organizations, and online surveys to reach larger populations. The exact number of these meetings, participation, facilitation, etc. will be evaluated in Task 2.1 to determine the most effective approach for this project and community. For purposes of this proposal, we assumed three focus groups, three stakeholder interviews, and one online survey in English.

Deliverables: Agenda, graphics, meeting summaries.

Timeframe: January–March 2017.

GR Team Participation: Provide recommendations/input on stakeholder participation, send invitations/notifications, arrange for meeting rooms, attend key meetings as determined by project team, host online survey on website, provide input and feedback on questions for meetings and survey.

Note: In order to meet the budget, we are streamlining the public input process, so eliminating this task.

2.3 Public Meeting #1: Presentation of Phase 1 Findings + Understanding Community Values, Regional Issues and Opportunities

The first open house gives the community an opportunity to understand the context for decisions and for the team to understand community values and needs. This workshop-style meeting is focused on providing a common understanding of project goals and existing conditions and initiate a conversation about the community's vision that will continue throughout the community engagement process. Small group exercises and large group discussions will help shape a productive dialogue.

Deliverables: Agenda, graphics, meeting summaries.

Timeframe: February 2017.

GR Team Participation: Send invitations/notifications, arrange for meeting room, attend meeting.

Note: We added a portion of work from Task 1.7 as noted earlier in this document.

2.4 Project Team Work Session: Imagine Possibilities

Our proposed work plan incorporates a work session that will gather the project team for a two day-long exploration of two to three site options. The goal is to build on the work of Phase 1, as well as the community's goals and guiding principles as discovered in tasks 2.2 and 2.3 to work through a systematic analysis and preliminary design directions for sites. On the evening of the second day, Public Meeting #2 (task 2.5) will be held to get community feedback on the design directions.

Deliverables: Evaluation matrix; site program; exploratory sketches and diagrams.

Timeframe: March 2017.

GR Team Participation: Arrange for meeting room, attend work session.

2.5 Public Meeting #2: Imagine Possibilities

Preliminary design directions will be presented to the community in sketch form to facilitate an open conversation through a variety of exercises and tools. The intention is to continue a dialog about priorities and impacts and to begin to narrow the possibilities into preferred directions based on community feedback.

Deliverables: Agenda, graphics, meeting summaries.

Timeframe: March 2017.

GR Team Participation: Arrange for meeting room, attend meeting.

2.6 Cost Estimates, Decision-making Tools, Funding, and Operational Strategies

Based on the outcomes of the work session and public meeting, the LHB team will refine the design directions and develop a list of implementation priorities, schedules, and concept-level cost estimates to help direct efforts and increase understanding of the real implications of the preliminary planning directions. This will also include operating procedures and communications relationships. At LHB, our in-house construction specialist can help add real-world perspective to the realities of construction in the current industry.

Deliverables: Spreadsheets describing prioritization and costs.

Timeframe: April 2017.

GR Team Participation: Provide input and feedback.

2.7 Draft Plan

This plan will include the general shape of the entire document, complete early chapters based on Phase 1 covering market analyses and initial findings from activities of Phase 2. This draft will include a layout template and a draft of text for review. We will also develop a draft of at least two production quality perspective renderings. Our team's renderings are well-known for capturing the vibrancy of the spaces we design and are often used for fundraising and marketing, in addition to their usefulness in design.

Deliverables: Draft Master Plan Document.

Timeframe: April/May 2017.

GR Team Participation: Provide input and coordinated feedback.

2.8 Final Draft Plan

The LHB team will prepare the final draft master plan that incorporates the project text reviewed by the Grand Rapids Team in Task 2.7. Changes to the layout template, also reviewed during phase 2.7, will be made and the document will be completely laid out with text and graphics. This document will be provided to the Team for a final round of review.

Deliverables: Final Draft Master Plan.

Timeframe: May 2017.

GR Team Participation: Provide input and coordinated feedback.

2.9 Approval and Adoption Process

The LHB team will provide a complete final draft of the plan document and assist Grand Rapids Team in presentations of the plan document to the City Council for review or approval. Based on direction from staff, the LHB team will make a final round of revisions to prepare a final master plan document.

Deliverables: Final Master Plan.

Timeframe: May 2017.

GR Team Participation: Attend meetings and make presentations.



**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

By: _____
(Signature)

Its: _____
(Title)

Name: _____
(Printed Name)

LHB, INC.

By:  _____
(Signature)

Its: Senior Vice President
(Title)

Name: Michael A. Fischer
(Printed Name)

LHB Template: Last Revised: 05-25-2012
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