



ARTS COMMISSION AGENDA
Tuesday, April 19, 2022
6:00 p.m.
City Hall
Conference Room #3

Call to Order

Roll Call

Adopt Agenda

Approval of Minutes of Previous Meeting

1. Approve Minutes from the March 15, 2022 Meeting

Old Business

2. Continue Discussion of 2022 Summer Concert Series Planning
3. Continue Discussion of Public Art Display At City Hall

New Business

4. Administer Oaths of Office to Returning Arts Commission Member

Other Business

Adjourn



Arts Commission - Regular

1.

Meeting Date: 04/19/2022

Subject: Approve Minutes from the March 15, 2022 Meeting

INTRODUCTION

DISCUSSION

RECOMMENDATION

Attachments

3-15-22 Arts Com Minutes

COON RAPIDS ARTS COMMISSION MEETING MINUTES FOR 3/15/2022

The 3/15/2022 meeting of the Arts Commission was called to order at 6:00 p.m. by the Chair Mary Ann Kehn at Coon Rapids City Center, Conference Room #3, 11155 Robinson Drive, Coon Rapids MN 55433.

Commissioners Present: Mary Ann Kehn (Chair), Ellen Feuling, William Reichenborn, Donna Carson,

Commissioners Not Present: John Kocon, Elaine Stulc Amy Kuechle

Guests Present:

Staff Liaison: Stephanie Lincoln (Deputy City Clerk)

ADOPT AGENDA

Meeting called to order at 6:00 p.m. by Chair Mary Ann Kehn.

Motion by Donna Carson to accept the agenda as written.

Seconded by Ellen Feuling.

Motion passed unanimously.

APPROVAL OF MINUTES

APPROVAL OF THE DECEMBER 21, 2021 MINUTES

Motion by Ellen Feuling to approve the December 21, 2021 Minutes as written.

Seconded by William Reichenborn.

Motion passed unanimously.

APPROVAL OF THE FEBRUARY 15, 2022 MINUTES

Motion by Donna Carson to approve the February 15, 2022 Minutes as written.

Seconded by Ellen Feuling.

Motion passed unanimously

OLD BUSINESS

CONTINUE DISCUSSION OF 2022 SUMMER CONCERT SERIES PLANNING

The Arts Commission discussed details of the 2022 Summer Concert Series with regard to the possibility of having the Coon Rapids High School Choir and/or Band perform at one of the Summer Concerts as a pre-show event. Unfortunately, both the Choir and Band schedules are full this summer already. It was discussed that an invitation could be extended to have both perform as one of the Winter Concert performers in 2023.

CONTINUE DISCUSSION OF PUBLIC ART DISPLAY AT CITY HALL

The Arts Commission discussed the idea of implementing a Public Art Display Program for the City of Coon Rapids. Staff Liaison, Stephanie Lincoln handed out drafts of what a Public Art Display Policy, Guidelines, Agreement, and Request for Artists might look like. Artist selection criteria, display location options, and the program parameters were also discussed. The Commission was encouraged to read through the drafted material and do some research to bring to future meetings for further discussion.

DISCUSS IDEAS ON RECRUITMENT OF NEW ARTS COMMISSION MEMBERS

The Arts Commission discussed ways to reach and encourage more individuals to join the Arts Commission.

NEW BUSINESS

ADMINISTERING THE OATH OF OFFICE FOR RETURNING ARTS COMMISSION MEMBERS

The Oath of Office was administered to returning Commissioners Ellen Feuling.

SAVE THE DATE – COMMISSION APPRECIATION DINNER – APRIL 14, 2022

The Arts Commission were given information on the Commission Appreciation Dinner that will take place on April 14, 2022.

OTHER BUSINESS

None

NEXT MEETING

The next meeting of the Arts Commission will be on Tuesday, March 15, 2022, at 6:00 PM at Coon Rapids City Hall, Conference Room #3, 11155 Robinson Dr NW, Coon Rapids, MN, 55433.

ADJOURN

Motion to adjourn by Donna Carson at 6:48 p.m.

Seconded by Ellen Feuling.

Motion passed unanimously.

Respectfully submitted by Stephanie Lincoln, Staff Liaison



Arts Commission - Regular

2.

Meeting Date: 04/19/2022

Subject: Continue Discussion of 2022 Summer Concert Series Planning

INTRODUCTION

The Arts Commission is asked to discuss the Commission coverage at each of the nine summer concerts. Sign up sheets will be passed around with the expectation of having each Commissioner sign up to attend at least two concerts.

DISCUSSION

RECOMMENDATION

Attachments

Sign Up Sheets

Summer Concert Series Sign Up Sheet

Date: June 9, 2022
Performer: The Castaways
Type: Variety

Commissioners Attending:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Summer Concert Series Sign Up Sheet

Date: June 16, 2022
Performer: Sawyers Dream
Type: 70's Americana

Commissioners Attending:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Summer Concert Series Sign Up Sheet

Date: June 23, 2022

Performer: Rockie Lynne

Type: Country

Commissioners Attending:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Summer Concert Series Sign Up Sheet

Date: July 7, 2022
Performer: Raquel & the Wildflowers
Type: Country

Commissioners Attending:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Summer Concert Series Sign Up Sheet

Date: July 14, 2022
Performer: Erik Chrstenson & His Support Group
Type: Blues

Commissioners Attending:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Summer Concert Series Sign Up Sheet

Date: July 21, 2022
Performer: Dirty Shorts Band
Type: New Orleans Brass/Jazz

Commissioners Attending:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Summer Concert Series Sign Up Sheet

Date: July 28, 2022
Performer: Chmielewski Fun Time Band
Type: Polka

Commissioners Attending:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Summer Concert Series Sign Up Sheet

Date: August 4, 2022

Performer: Ecuador Manta

Type: Latin Fusion

Commissioners Attending:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Summer Concert Series Sign Up Sheet

Date: August 11, 2022
Performer: The Revolution 5
Type: Beatles Tribute

Commissioners Attending:

1	
2	
3	
4	
5	
6	
7	



Arts Commission - Regular

3.

Meeting Date: 04/19/2022

Subject: Continue Discussion of Public Art Display At City Hall

INTRODUCTION

The Arts Commission is asked to continue discussion of implementing a Public Art Display Program for the City of Coon Rapids. The discussion should include details of what a formal program might look like, how artist selection would happen, where the art would be displayed, and what the program parameters would look like. The attached documents are drafts and are meant as a starting point.

DISCUSSION

RECOMMENDATION

Attachments

DRAFT- City Facilities Rotational Art Display Guidelines

DRAFT - Agreement

DRAFT - Request for Artists

Coon Rapids City Facilities Rotational Art Display Guidelines

The City of Coon Rapids and the Arts Commission are committed to promoting and integrating arts, culture and community aesthetics at any of the Coon Rapids City facilities. The purpose of having public art at City facilities is to give local and regional artists the opportunity to display their artwork at locations that are visible to the community and visitors.

Display Duration

Artwork will be displayed at a designated location within a City facility in “terms” generally three months per rotation. The artist is responsible for coordinating a time with City staff for installing and removing the artwork at the beginning and end of the term for which their artwork is selected. Below are the dates for the terms. Art is selected in advance for each term of the next year:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Artwork Criteria

- Must be a local or regional artist.
- Artwork must not be offensive or condescending towards any race, religion, sex or sexual orientation.
- Artwork must not be used to promote or oppose political views.
- Artwork must not be exclusively religious in nature.
- Art may be either a single piece or multiple pieces, framed or textile, provided the art may be displayed on up to three wall spaces (dimensions TBD)
- 3-D art will also be displayed at a City facility in up to 14 vitrine pedestals (enclosed and secured) that are 24” x 24” x 24”.
- Artist(s) selection will be implemented through an FRA and a selection process.

Artist Responsibilities

- Artists are responsible for displaying art on the specified set up and removal dates and times to be coordinated with City staff.
- Artists understand there is no fee for displaying art.
- Artists will be responsible for understanding criteria for displaying artwork outlined in the Request for Artwork (RFA).

City Facility Responsibilities

- Staff will develop an FRA to be sent out to the art community and art facilitator groups.
- Staff will handle waivers, agreements, and scheduling.
- The City of Coon Rapids will not be responsible for lost, stolen, or damaged artwork.
- The City of Coon Rapids will have the right to advertise the name and work of the artist and photograph the art for advertising and promotional purposes.
- The City of Coon Rapids may work in association with a community service organization to archive photos of all artwork displayed at City facilities.

Submittal Process

In order to be considered for City of Coon Rapids facility display opportunities:

1. Complete the City Facilities Rotational Art Application (RFA).
2. Provide photos or images of artwork.
3. Submit by appropriate date and email to: TBD

Selection Process

The Coon Rapids Arts Commission will make selections and artists will be notified by a staff liaison. Selection will be based on completed FRA and appropriate art content for City facilities as determined by the selection Commission and approved by the City.

When submitting art for consideration, artist must read, complete, and sign the Agreement included with the Public Art Application. The City reserves the right to accept or reject the Commission's selection, to refuse to display any selected art and to remove any displayed art prior to the expiration of the term.

Contact Information

For more information about the City of Coon Rapids Facilities Rotational Art Display Program, please visit www.coonrapidsmn.gov . If you have specific questions, please email your questions to slincoln@coonrapidsmn.gov .

**COON RAPIDS CITY FACILITIES ROTATIONAL ART DISPLAY
PUBLIC ART LICENSE AND MAINTENANCE AGREEMENT**

THIS PUBLIC ART LICENSE AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2023, by and between the City of Coon Rapids, a Minnesota municipal corporation, hereinafter referred to as “City” and _____, hereinafter referred to as “Owner”.

RECITALS

- A. Owner is the owner of the work of art described and/or depicted on the attached Exhibit A (the “Art”).
- B. City is the owner of the real property in Anoka County, Minnesota, located at the address commonly known as _____ (the “City Property”).
- C. Owner desires to license the Art to City for placement and display on the City Property for the public benefit.
- D. City desires to license the Art from Owner for placement and display on the City Property for the public benefit in the location depicted on Exhibit B attached hereto (the “Site”).
- E. City and Owner desire to enter into an agreement with respect to the terms and conditions relating to the placement, display and maintenance of the Art.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt of which is hereby acknowledged, City and owner agree as follows:

1. **Grant of License.** Owner grants to City, under the terms and conditions of this Agreement, the exclusive right and royalty-free license to display the Art for the benefit of the public, and to create and use images of the Art.
2. **Term; Termination.** This Agreement shall remain in effect for a period of one (1) 3-month term. Either party may terminate this Agreement by delivering at least a 1-week written notice to the other party. City may terminate this Agreement immediately upon the occurrence of an Event of Default.
3. **Owner Obligations.** Owner, at its sole expense, shall have exclusive responsibility for the following work (the “Owner’s Work”):
 - a. Safely transporting the Art to the Site;

- b. Preparing the Site for installation of the Art, including but not limited to constructing any necessary fixtures, footings or other structural features necessary to place, mount or affix the Art to the Site in accordance with the plans and specifications set forth on Exhibit C attached hereto;
 - c. Delivering and installing the Art at the Site;
 - d. Creating, placing or installing any signage or informational materials to be displayed near the Art, which signage or informational materials shall be subject to City approval;
 - e. Properly maintaining and preserving the quality and condition of the Art or restoring it to its original quality or condition as necessary, including the removal of graffiti;
 - f. Removal of the Art upon termination of the Agreement; and
 - g. Restoration of the Site and surrounding City Property to City's satisfaction upon removal of the Art.
- 4. **City Obligations.** City, at its sole expense, shall have exclusive responsibility for the following work (the "City's Work"):
 - a. Supervising Owner's installation or placement of the Art at the Site; and
 - b. Maintaining the areas immediately surrounding the art, as depicted on Exhibit B (the "City Maintenance Area"), including but not limited to regular removal of waste and debris, and other obstructions that are in-line with City's regular maintenance policy. City may engage third parties to perform or otherwise assist in the performance of the City's Work. City will not be responsible for the maintenance, preservation or protection of the Art itself.
- 5. **to Indoor Art Displays.** City shall provide Owner with access to any building on the City Property of the Site location during regular business hours or at such reasonable times as the parties may otherwise agree. Owner's access to any building on the City Property shall at all times be supervised by an authorized City representative.
- 6. **Cost Allocation.** Except as provided otherwise in this Agreement and by applicable law, each party shall pay the cost of its own work described in Section 3 above.

7. **Insurance Requirement.** Owner and its contractor(s) shall, at their sole cost and expense, procure and maintain during the Term of this Agreement, insurance to protect against claims of workers' compensation; claims for damages due to bodily injury including person injury, sickness or disease, or death of any of their employees or of any other person other than their employees; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; from claims for damage to the Art itself; and from claims arising out of Owner's performance of profession services caused by errors, omissions, or negligent acts for which Owner is legally liable, including the warranties made hereunder. City shall be named as an "Additional Insured" on all applicable policies of insurance and evidence of coverage shall be provided to City prior to the commencement of the Owner's Work.
8. **Limitations on the Rights and Responsibilities.** Owner shall have no right to use maintain, disturb or construct improvements on the Site area, except to the extent (i) such right is expressly provided for herein;(ii) such right is granted by applicable law (including without limitation any permits granted under applicable law); or (iii) such right is the same as the right of the general public to use the Site in accordance with applicable law.
9. **Removal.** City reserves the right to remove the Art at any time for the purpose of protecting the health, safety or welfare of the public or for any other reason.
10. **Communication.** The parties shall communicate regarding the scheduling and performance of their respective work obligations under the Agreement to minimize the impact of such work on the public enjoyment of the Art and the City Property. Communication may include items such as written summaries of work to be performed and site tours.
11. **Failure to Perform.**
 - a. **Event of Default.** The failure by Owner to observe and preform any covenant, condition or obligation on its part to be observed or performed under this Agreement which continues for a period of seven (7) days following written notice from City to Owner shall be deemed an "Event of Default."
 - b. **Remedies.** Upon an Event of Default, City shall be entitled to all the remedies permitted by law or equity. Without limiting the foregoing, with respect to an Event of Default by Owner to perform any of the Owner's Work City may, at its sole option, perform the work and Owner shall promptly reimburse City for any expense incurred by City. Owner grants City full authority and a license to act as set forth in the previous sentence following an Event of Default. When City does any such work, City may, in addition to its other remedies, assess costs incurred in performing the work in accordance with Minnesota Statutes, Chapter 429.

12. **Indemnity.** Owner shall defend, indemnify and hold City and its respective officers, employees, contractors and agents harmless from and against any property or intellectual property claims arising from or relating to the Art and any claims made by Owner and/or third parties for damages sustained, costs incurred, or injuries on or relating to the Art, the City Maintenance Area or the City Property, resulting from any act or omission of Owner, its employees, contractors or agents. Owner shall indemnify City and its officers, employees, contractors and agents for all costs, damages or expenses, including reasonable attorneys' fees, which City may pay or incur in consequence of such claims. The indemnity obligations set forth in this Section shall survive any termination of this Agreement. City does not and will not guarantee the safety of individuals viewing or coming into contact with the Art on the City Property.
13. **Representations and Warranties.** Owner represents and warrants, for the benefit of City, that: (i) Owner is the owner of the Art and all rights associated therewith necessary for its installation and public display at the Site as contemplated by this Agreement; (ii) Owner has all requisite power and authority to execute and deliver this Agreement, and to perform all of the obligations required hereunder; (iii) the Art, and the installation thereof, does not infringe upon the rights of any third party; (iv) the installation of the Art will be performed in a high-quality workmanlike manner; (v) Owner is not required to obtain any consent or approval of any person or entity as a condition of entering into this Agreement, or if any such required consent or approval is required, it has been obtained; and (vi) Owner shall at all times comply with all federal, state and City laws and ordinances, as well as any City policies and regulations applicable to the performance of the Owner's Work under this Agreement.
14. **Waiver.** The action or inaction of any party shall not constitute a waiver or amendment to the provisions of this Agreement or a waiver of any rights granted hereunder. Any party's failure to promptly take legal action to enforce this Agreement shall not be a waiver, revocation or release.
15. **Notices.** Any notice, statement, document, demand or request to be given, delivered or made hereunder shall be in writing and shall be personally delivered (including messenger delivery) or sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, and shall be deemed given upon personal delivery, three (3) days after the date postmarked or one (1) business day after delivery to such overnight courier.

If to Owner:

If to City:

City of Coon Rapids
Attn: Clerks Office
11155 Robinson Drive NW
Coon Rapids, Minnesota 55433

Such addresses may be changed by notice to the other parties given in the same manner as provided above.

16. **Miscellaneous.**

- a. Government Data; Privacy. Owner agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. Owner understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Owner in performing those functions that the City would perform is subject to the requirements of Chapter 13m and Owner must comply with those requirements as if it were a government entity. This does not create a duty on the part of Owner to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.
- b. Amendment. This Agreement may not be terminated, amended, revoked or modified without the written consent of City.
- c. Exhibits. All exhibits and attachments referred to herein and attached hereto shall be deemed part of the Agreement.
- d. Governing Law. This Agreement shall be governed by and construed under the laws of Minnesota. Notwithstanding anything to the contrary herein, this Agreement shall not limit City's rights and powers under applicable law, including without limitation any rights to maintain public or City-owned property.
- e. Section Headings. The section headings in the Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.
- f. Severability. If any term of this Agreement or any application thereof is invalid or unenforceable, the remainder of the Agreement and any other application of such term shall not be affected thereby.
- g. Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa.

- h. Status of City and Owner. City and Owner are not intended to become partners or joint venturers and nothing herein shall be construed or applied to constitute City and Owner as partners or joint venturers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

By: _____
Its: _____

EXHIBIT A

DESCRIPTION / DEPICTION OF ART

EXHIBIT B

SITE; CITY MAINTENANCE AREA

EXHIBIT C

INSTALLATION PLANS AND SPECIFICATIONS

City of Coon Rapids Facilities Call for Artists Request for Artists (RFA)

The City of Coon Rapids is pleased to invite artists to submit proposals to be considered as part of the rotational art display at City Facilities.

Background

The City of Coon Rapids and the Coon Rapids Arts Commission are committed to promoting and integrating arts, culture and public aesthetics throughout the community. The purpose of having public art displayed in City facilities is to give local and regional artists the opportunity to display in a location that is visible to the community.

Display Duration

Artwork will be displayed at a designated location within a City facility in “terms” generally three months per rotation. The artist is responsible for coordinating a time with city staff for installing and removing the artwork at the beginning and end of the term for which their artwork is selected. Below are the dates for the terms. Art is selected in advance for each term of the next year:

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- April 1 through June 30
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Submittal Process

In order to be considered for City of Coon Rapids facility display opportunities:

1. Complete the City Facilities Rotational Art Application.
2. Provide photos or images of artwork.
3. Submit by appropriate date and email to: TBD

Selection Process

The Arts Commission will make selections and artists will be notified by a staff liaison no later than TBD. Selection will be based on completed the application and appropriate art content for City facilities as determined by the selection Commission and approved by the City.

When submitting art for consideration, artist must read, complete, and sign the Agreement included with the Public Art Application. The City reserves the right to accept or reject the Committee's selection, to refuse to display any selected art and to remove any displayed art prior to the expiration of the term.

Deadline to Apply

The deadline to apply for the January 1 – March 31, 2022 is November 1, 2021.

Contact Information

For more information about the City of Coon Rapids Facilities Rotational Art Display Program, please visit www.coonrapidsmn.gov . If you have specific questions, please email your questions to slincoln@coonrapidsmn.gov .



Arts Commission - Regular

4.

Meeting Date: 04/19/2022

Subject: Administer Oaths of Office to Returning Arts Commission Member

INTRODUCTION

The Oath of Office will be administered to returning Commissioner Elaine Stulc.

DISCUSSION

RECOMMENDATION

Attachments

Oath for Elaine Stulc



OATH OF OFFICE

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss
CITY OF COON RAPIDS)

I, Elaine Stulc, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and discharge faithfully the duties of the office of Arts Commissioner for the City of Coon Rapids in the County of Anoka and State of Minnesota, to the best of my judgment and ability.

WITNESSED:

Filed this 19th of April, 2022.