

Hastings Arts and Culture Commission

June 14, 2023 – Regular Meeting Agenda

Hastings City Hall – Volunteer Room

6:00 p.m.

- 1. Call Meeting to Order**
- 2. Approval of Agenda**
- 3. Approval of Minutes – May 10, 2023 Regular Meeting**

OLD BUSINESS

4. HEP Community Investment Fund Grant

- a) HEP members Joe Beattie and Mark Sanstead (HEP President) will be present to discuss project and answer any questions

5. Subcommittees Updates

- a) Policy and Procedures
 - 1) Commissioner Skeba presenting information on draft City Lease Agreement *
 - 2) Discussion of a City lease vs. Artist Lease
- b) Finance/Fundraising
- c) Outreach/Communications
 - 1) Hastings Creative Convergence

6. HWY 61 Update *

7. How we spend our budgeted funds in 2023?

NEW BUSINESS

8. Discussion on Performing Arts

- a) How to include Performing Arts as a part of public art?

9. Budget for 2024

10. A & C Commissioners Liaison with other City Commissions

- a) HEDRA
- b) Planning
- c) Parks
- d) Heritage Preservation

11. Adjourn

*see attachment/s

Hastings Arts & Culture Commission Meeting Minutes

Wednesday, May 10, 2023 – 6:00 PM

Hastings City Hall – Volunteer Room

1. Call Meeting to Order

Meeting called to order at 6:03 p.m.

Present: Commission Chair Barb Hollenbeck; Vice Chair Steven Read; Commissioners Becker, Humphrey, McCoy, McGinn, Skeba, Tribe; Staff representative Lee.

Absent: None

2. Approval of Agenda

Commissioner Read motioned to approve; Commissioner Skeba seconded.

Motion carried.

3. Approval of Minutes – April 12, 2023 Regular Meeting

Commissioner Skeba motioned to approve; Commissioner Tribe seconded.

Motion carried.

OLD BUSINESS

4. Update from Staff

a) Commission Communication – specifically the email

Lee reported that a City-affiliated email address can be set up for access by one commission member who will work with the City's IT department to complete all required steps for access and use. Commissioners voted Chair Hollenbeck to be email user. Skeba clarified intended purpose of this email account will be a single point of contact for external grants and the like. He also stressed the importance of an email address associated with city account so it remains consistent, regardless of commission membership.

Commissioners had also requested a shared virtual workspace hosted by the City to serve as a single point of contact for commissioners to collaborate on documents. This request was deemed unfeasible by the City's IT department.

During this discussion, City Administrator Wietecha briefly happened into the meeting. He stressed the city will follow whatever the IT Department recommends regarding security and policy.

It was decided that commission documents would be housed, edited, and updated by Lee, who can be contacted as needs for information arise. Database of all art in the building will also be made available to staff in the Pioneer Room.

Skeba will transfer files to Lee including Excel spreadsheet with grant research information and a general calendar of due dates. He will also send art inventory-to-date for future upkeep.

b) Search of the missing art pieces and compiling the art inventory into a document

Lee advised that the City's Pioneer Room curator and volunteers were working to locate all art in the building. Commissioner Skeba has been working with them as well and is continuing to compile the art inventory into a document, which is near completion. He is also undertaking the creation of a handout to distribute at City Hall to visitors who stop in to view the historical building and artwork. He has been in contact with Dawn Skelly, who handles Communications for the city, to discuss framework, marketing, and branding. Lee offered to help with these tasks.

c) HEP Grant from the Community Investment Fund

Lee reported that the City Council, at its April 17 meeting, voted to approve \$3,000 to install annual, rotating Dale Lewis art pieces in Vermillion Linear Park (a 3-year project with art pieces changing annually) and considered advisory recommendations made by commission. When the project moves forward and there is need for action, the commission will be contacted.

5. Update from Commissioner Skeba

a) Grant Research

Skeba said, for the most part, research is completed and itemized on a spreadsheet that will serve as a database. He found 24 grants the commission should be able to target. Commissioner Read added that Bloomberg Philanthropies sponsors \$25,000 asphalt arts initiative grants to paint streets. Skeba will add to the list.

Chair Hollenbeck noted this will be a great tool for other departments, so we should be sure they have access. Skeba added commission must be sure not to compete with city staff and stressed the importance of letting staff know what the commission is applying for.

b) First attempt at lease agreements for the HEP Grant

Chair Hollenbeck said it is crucial to take a stab at creating a lease agreement and asked if there are any in place for Dale Lewis art pieces in the city. Commissioner Skeba said he spoke with Parks and Recreation Director Jenkins, who said there is a standard agreement. Skeba asked other city staff for old lease agreements to see what they include regarding maintenance, alterations, terms of installation, any clauses about insurance or theft—and where liability lies for the city. He stressed the need for a clause around recalled work and whatever liability the city has with maintenance.

Skeba relayed that Jenkins said he prefers anyone that is doing art on city property to come through the Arts Commission first, which will then be brought to the Parks

Commission for checks and balances. Jenkins doesn't want this to be a barrier, but rather a means to provide guidelines. Skeba will have a draft lease agreement by next meeting.

6. Public Art Lease Agreement Discussion

In addition to discussion above, Chair Hollenbeck shared the importance of having agreements in place for existing art and new art coming into the city. Skeba said all agreements thus far were put in place before tenure of many current city staff. Lee will work with staff to find past information.

7. Subcommittee Discussion

Chair Hollenbeck introduced the idea of subcommittees for work in between meetings. Each subcommittee would consist of three members who meet outside of regular meetings on timely topics to move work along. They will then report back to full commission for edits, changes, additions, etc.

Commissioners will meet in person and discussed the importance of open meeting laws, which limit meetings to three members. It was agreed that subcommittees should begin meeting in next week or two.

Members volunteered for preferred subcommittees:

- a) Policy and Procedures: Chair Hollenbeck, Commissioners Skeba and Becker
- b) ~~Grants/Grant Writing~~/Finance and Fundraising: Commissioners Read and McGinn

Skeba suggested this subcommittee be renamed "Finance and Fundraising" because grant writing is a heavy lift. Chair Hollenbeck suggested this subcommittee look at grants and decide what we'd like to apply for. Skeba noted grants written now will be for 2025.

- c) Outreach/ Communication: Commissioners Humphrey, Tribe, Read, and McCoy

Chair Hollenbeck said at some point in the future she would like to build in a position for volunteer coordinator.

There was discussion that this subcommittee work on building webpages, drafting what the commission would like on its pages, deciding what that should look like. They would also determine logistics to work with Skelly, who is the city's webmaster. This subcommittee will also be involved with planning the upcoming Creative Convergence event and stressed the importance of informing the community what the commission is doing and finding ways for the community to work with the commission.

8. Hastings Creative Convergence

The proposed potential date of June 28, 2023, was deemed to be too soon for all logistics involved. Commissioners agreed upon an alternative date of Wednesday, August 23 at 7:00pm to host the event.

Chair Hollenbeck will contact Artspace to reserve the gallery for the event. This location was chosen as a way to try to involve and integrate the Artspace community.

Commissioner Read offered the Hastings Prescott Area Arts Council (HPAAC) to host the event and provide refreshments. He conveyed the event is ideal to get arts members in the same room to communicate, share what each group is doing, and strengthen the art community as a whole moving forward. Chair Hollenbeck requested the HPAAC board also be present.

9. Update from Commissioner Read**a) Public Art for Riverwalk**

Commissioner Read conveyed research he had done on traveling companies, outdoor theater, classic summer cultural events – “temporary art” that will fill deficits within community. Commissioner Skeba suggested other forms of “persistent art” that people can see at their leisure, such as artwork on light poles with involvement of high school students to create that important connection with the school. Commissioner McGinn offered to set up a meeting with the Hastings High School art teacher and anyone else who would like to be involved. Commissioners Read and Skeba volunteered.

Commissioner Tribe suggested 3-D chalk art, with participation from both artists and kids in the community.

Commissioner Skeba suggested inviting groups involved with Native American art for a possible weeklong exhibit along the river walk for people enjoy by the river. Not permanent, persistent. Dancers. Commissioner Humphrey has connection in that community and is happy to invite them to a meeting to discuss.

Commissioner Skeba suggested a short-term art show inside city hall and directed Lee to ask the City Administrator if that would be possible.

(Rivertown Days)

Commissioner Becker asked if the commission could somehow connect the chalk art idea to Rivertown Days. Commissioner Read suggested chalk art along the walkway between the art fair and downtown. Because there is currently nothing there to connect the two, he said it would be an ideal location for this type of project and a great way to solve a problem that is not being currently being addressed. The commission will consider this idea for next year’s event.

Commissioner Read suggested the commission put together literature for other art partners to distribute at Rivertown Days. He will be at the art information booth and will pass out literature on the commission's behalf.

Chair Hollenbeck talked about a leased art object for the river and asked what the commission wants to spend. She suggested contacting artists to get prices. Skeba offered to provide a list of current art sculptures, and Read will provide a list of artists.

Commissioner Humphrey will contact Prairie Island to form a relationship with them and discuss performing arts options.

NEW BUSINESS

10. How we integrate the A&C Commission mission with other City Departments?

- a) Codify & Review with the other City Departments such as Planning and Parks Dept
Chair Hollenbeck shared the Parks Department has a few different things in their wheelhouse, such as a master plan of Lake Rebecca, which would be a perfect opportunity to put in public art. There is also a plan for renovation of the civic arena, and the commission needs to be sure to get in front of them so we are not left behind. Parks and Recreation Director Jenkins is on board with public art, especially for the civic arena.

Commissioner Skeba said he is codifying some of the related material and integrating it to approach other commissions about public art and is trying to streamline what it means.

- b) Hwy 61 Project: Schedule a meeting with MN Dot rep for June 14th meeting
Chair Hollenbeck recounted that, during the previous week's tourism meeting, the Highway 61 people were already talking with groups about some of the available spaces on that project. She suggested the commission needs to get in front of them so it's not behind. She would like to have a MNDOT representative come to our next meeting and directed Lee to speak with the City Administrator. She stressed that spaces for public art are identified in MNDOT's plan, and since discussions with stakeholders have seemingly already begun, it is important to get the conversation started about what that process is going to look like for the Arts Commission.

Miscellaneous

Commissioner Skeba suggested discussion be started with other area arts commissions – Mankato, Red Wing, and Northfield – to inquire about their operations and successes. Commissioner Read proposed fact-finding trips to those communities to ask the same questions of each group for comparison. Read advised members to come up with

questions they would like answered and submit them to Lee for compilation and creation of an “Art Committee Questionnaire-Partnering Committees” for use during those visits to Red Wing, Northfield, then Mankato.

Commissioner Becker said it would be great to see the materials that have been discussed by the commission, including the grants document and art inventory. Skeba offered to send these documents to commissioners via email.

Chair Hollenbeck asked if there is a list or database of artists in one place. Commissioner Read said he would check on the status and offered HPAAC could house the database.

Hollenbeck then conveyed information about the shared arts calendar for the community. The Hastings Tourism Bureau encourages all to use the tourism calendar they provide, which can be accessed through the Chamber of Commerce’s website at www.visithastings.org/submitevents. She encouraged everyone to send people there to centralize events and build traffic.

Commissioner McCoy offered space in Black Dirt’s Music Man production program for anything the commission would like to share with the community (performed last weekend in July and first weekend in August).

This summer’s Rec + Art + Police midday event programming needs volunteers to help administer predesigned classes to youth. Commissioner Humphrey volunteered.

Humphrey also offered to invite the Prairie Island Indian community to an upcoming commission meeting to make that important connection. It was decided the Outreach Subcommittee will decide what we want them to present, what we want to ask them, what we want out of relationship, and how we can facilitate all of that.

11. Adjourn

Chair Hollenbeck made motion to adjourn at 7:31pm. Seconded by Commissioner McCoy.

Motion carried.

(Note: McCoy will be absent for the next two meetings, but will be available for subcommittee work.)

ARTWORK LEASING AGREEMENT

This Artwork Leasing Agreement (“Agreement”) is made and entered into this ___ day of _____, 20___, by and between (lessor - “Artist/Company”) and _____ (Lessee - “City of Hastings” or a 3rd party group working with the City of Hastings - Art and Culture Commission)

1. Artwork Leasing.

City of Hastings hereby agrees to lease from Artist/Company the artwork identified as _____ Valued at \$ _____ or defined in attached order/invoice, and agrees to lease terms in the amount of \$ _____ / (month/Year). Paid by the city of Hastings or 3rd party entity working through the City of Hastings Art and Culture Commission.

2. Ownership and Use

The Artwork shall remain at all times the sole exclusive property of the Artist/Company. The City of Hastings shall have no rights or property interest in the artwork, except for the right to display the artwork in its intended manner and to market the artwork.

3. Repairs, Maintenance and Alterations.

City of Hastings shall keep the Leased Artwork in the same condition as originally conveyed by Artist/Company to City of Hastings, and shall only use the Artwork for its intended purpose. If a sculpture requires a repair the City of Hastings is to immediately notify the artist, No repairs shall be done without expressed approval of the artist. **who pays for the repair?** Maintenance of the site around the artwork will be subject to the city of Hastings or 3rd party agreement created at the time of installation.

4. Terms and Termination of Agreement. This Agreement shall continue in full force and effect until:

(a) Termination: The length of lease has concluded. The artwork is free to be collected but the Artist/Company **must have an arrangement** with the city of Hastings.

(b) Purchased by City of Hastings or 3rd Party: The Leased Artwork can be purchased by the city of Hastings for an agreed upon price at any time during this Agreement

(c) Sold by the Artist/Company: The Artist/company has the option to sell the leased art to other interested parties. Before selling they must inform the City of Hastings about the sale with 30 days notice and follow Article 8 below. If the artist sells the leased art during the lease period, 20% **(or a negotiated amount)** of the purchase price is collected by the City of Hastings. **(Maybe there should be a sentence that the artist needs to tell the city the value of the sale)(I don't think we want to make the 20% a rigid term. Joe)??** **The value of the piece should be disclosed as part of the lease agreement.**

5. Installation / Relocation / Deinstallation. Installation of (or?) deinstallation will be arranged between the Artist and the city of Hastings. Should the artwork be required to be moved after installation the City of Hastings will notify the Artist/ Company of the intent to relocate and the Artist must give permission before artwork is relocated.

6. Indemnity and Insurance.

During the term of this Agreement, The Artist / Company will hold the City of Hastings harmless against any claims by third parties stemming from its possession. The Artist shall carry insurance to cover the replacement cost of the artwork in regard to theft, vandalism or natural disasters and shall carry liability insurance of no less than two million dollars to cover liability incurred from the artwork.

7. Recall of Leased Artwork:

Occasionally, Leased Artwork may be recalled by Artist/Company because of a sale. Artist/Company will, at its own expense, retrieve Leased Artwork from City of Hastings and replace Leased Artwork with other artwork that is mutually acceptable to City of Hastings and Artist/Company for the remaining term of the lease.

8. Default.

If the City of Hastings defaults in any performance required herein for a period of 30 days, then (i) this Agreement may be terminated by the Artist/Company, (ii) the Artist/Company shall have the right to enter the premises and remove the Leased Artwork, with 30 days notice,

9. Entire Agreement.

This Agreement contains the entire understanding of the parties and shall be construed under and in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

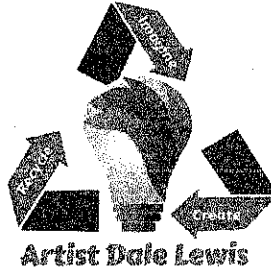
City of Hastings

Artist

Customer Name Representative

Signature

Signature and Title



Sculpture Lease Agreement

This agreement made this _____ day of June, 2019, between Artist Dale Lewis and the City of Hastings, Hastings, MN, WHEREAS, Artist Dale Lewis (to be referred to as the "lessor") and the City of Hastings (to be referred to as the "lessee") have agreed to lease five sculptural works of art for display along the Hastings RiverWalk.

Sculptures chosen for installation are entitled:

1. Bloom Boom
2. Sawfish
3. Baby Spoon Tree
4. Automotive Tree
5. Spinner Dolphin

All of which shall be in the possession of the lessee along the Hastings RiverWalk, Hastings, MN.

IT IS THEREFORE AGREED:

1. Lease of Artwork: Subject to the terms and conditions set forth below, the lessor rents to the lessee the artwork above described for the term of 4 months commencing from the date of signing of this lease for the months including June, July, August and September 2019.
2. Rental: The lessee shall pay a sum of \$50 per month for each piece of artwork listed above, resulting in a total sum of \$1,000, due in full no later than June 30, 2019.
3. Installation and De-installation: Installation and De-installation will be arranged between the lessor and lessee depending on weather, availability dates of sculptures and schedules. *RTJ/MLK*
4. Ownership and Use: The artwork shall at all times be the sole and exclusive property of the lessor. The lessee shall have no rights or property interest in the artwork, except for the right to display the artwork in its intended manner and to market the artwork to encourage visitors to enjoy the Hastings RiverWalk. The lessee recognizes the copyright interests of the lessor in the property and shall not infringe or allow an infringement of the lessor's rights.
5. Repairs: The sculptures being leased have been designed to be maintenance free and should not require any repairs. However, should a sculpture require a repair the lessee is to immediately notify the lessor. No repairs shall be done without express approval of the lessor.

6. Relocation after Installation: Should any sculpture be required to be moved after installation the lessee is to notify the lessor of his intent to relocate the sculpture. The lessor must give permission for a sculpture to be relocated.

7. Insurance: The lessee shall obtain insurance and maintain such insurance to the value of the leased artwork in regard to theft, natural disasters and liability and will pay over the proceeds of such insurance to the lessor upon the receipt of such proceeds.

8. Defaults: A default in payment of more than seven (7) days by the lessee or violation of any other term of this agreement shall allow the lessor to retake possession of the artwork. The lessor shall retain all its rights in law and equity and is entitled to reasonable attorney's fees and costs upon the default of the lessee.

9. Indemnity: The lessee will hold the lessor harmless against any claims by third parties stemming from its possession and use of the leased artwork.

10. Continuation or Purchase: With the lessee's consent, the lessor may offer to leave the artwork in place after the term of this lease for no additional fee with the understanding that the artwork may remain in location throughout the winter and most likely not be removed or replaced until Spring 2020. The lessee acknowledges that the artwork is for sale and may exercise the right to purchase the artwork at any time.

11. Exchange of Artwork: Lessee understands and agrees to the potential for any piece of artwork to be replaced with a comparable piece of artwork, should lessor need to use an installed piece of artwork to fulfill an exhibit or display obligation. Lessor will give lessee three (3) days notice to arrange for de-installation/reinstallation assistance.

12. Amendments: This agreement is the only agreement of the parties and may only be amended in writing or by separate written agreement of the parties.

13. Application of Laws: This agreement shall be construed under Minnesota law and shall be binding on the heirs, successors and assigns of the parties. IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

LESSOR

LESSEE

Artist Dale Lewis

Representative for the City of Hastings

Printed Name

Date

Date

CITY OF HASTINGS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 06-10-23

**RESOLUTION IN SUPPORT OF THE RECOMMENDED SCOPE AND FEATURES
FOR THE 2027 TRUNK HIGHWAY 61 IMPROVEMENTS**

WHEREAS, The Minnesota Department of Transportation (MnDOT) proposes to make certain improvements on a majority of Trunk Highway 61 located in the City of Hastings under State Project (S.P.) 1913-107 in the year 2027; and

WHEREAS, MnDOT and the City facilitated an extensive public engagement process to gather feedback and concerns of the public for purposes of developing recommended design concepts that would best address their inputs, and

WHEREAS, the predominant concerns expressed by the public were Access to Trunk Highway 61, Safety, Traffic Operations, Mobility, Vehicle Speeds, and Pedestrian Facilities; and

WHEREAS, the public engagement, technical design, and analysis process have together yielded a recommended alternative concept that collectively addresses the aforementioned concerns to a significant and reasonable extent; and

WHEREAS, The City of Hastings supports the inclusion, in this project letting, of improvements along Trunk Highway 61 located within the City Limits of Hastings that address the concerns expressed during the public engagement process; and

WHEREAS, the Minnesota Department of Transportation Policy and Procedures for Cooperative Construction Projects with Local Units of Government, the City will have a participation in the cost for this work and the City share for this work; and

WHEREAS, MnDOT has requested that the City formally indicate its intent to participate in the costs of the improvements in accordance with MnDOT’s “Policy and Procedures for Cooperative Construction Projects with Local Units of Government” dated February 24, 2016.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS; that


1. The City of Hastings hereby supports the implementation of the recommended project scope and features for improvements along Trunk Highway 61 as herein described and presented by MnDOT.
2. Following approval by the Minnesota Department of Transportation of plans and specifications for the improvement of said trunk highway and City streets, before a contract is awarded for the construction of said improvements, the City shall enter into an agreement with the State which shall provide that the City shall pay its share of the cost of the requested improvements as determined by the State in accordance with the latest “Policies and Procedures for Cooperative Construction Projects with Local Units of Government” (a copy of which has been received by the City).
3. The City will work in partnership with MnDOT and State elected officials in pursuit of additional outside financial resources to assist with covering project funding gaps.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 5TH DAY OF JUNE, 2023

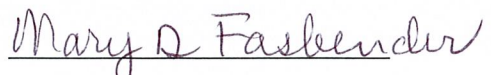
Ayes: Fasbender, Folch, Fox, Haus, Leifeld, and Pemble

Nays: None

ATTEST:



Kelly Murtaugh, City Clerk



Mary Fasbender, Mayor

SEAL