

## MEMORANDUM

**TO:** Arts and Culture Commission  
**FROM:** Nicole Crutchfield, Planning Administrator  
**DATE:** January 15, 2016  
**RE:** Arts and Culture Commission Meeting

The next meeting of the Arts and Culture Commission will be held on Wednesday, January 20 at 4:00 p.m. in the City Commission Room, City Hall. If you are not able to attend, please contact staff at 241-1474 or [planning@cityoffargo.com](mailto:planning@cityoffargo.com). Thank you.

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**ARTS AND CULTURE COMMISSION**  
**Wednesday, January 20, 2016, 4:00 p.m.**  
**City Commission Room**  
**AGENDA**

1. Approval of Minutes
2. Draft Contract for Public Art Master Plan with Forecast Public Art
3. Public Art Master Plan Steering Committee Discussion
4. Public Comment/Announcements
5. Adjournment

Arts and Culture Commission meetings are broadcast live on cable channel TV Fargo 56 and can be seen live by video stream on [www.cityoffargo.com/streaming](http://www.cityoffargo.com/streaming). They are rebroadcast each Saturday at 4:00 p.m.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Planning Office at 241-1474 or TDD at 241-8258. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo Web site at [www.cityoffargo.com/artsandculture](http://www.cityoffargo.com/artsandculture).



Mr. Olsen moved to receive and file the information and results, and forward the information to the City's communications manager. Second by Ms. Jung. All Members present voted aye and the motion was declared carried.

**Item 4: Year in Review**

Ms. Crutchfield summarized the Arts and Culture Commission's First Year Workplan Proposal which included the creation of various policies/procedures, the initiation of a public art master plan, and proposed public art projects in Fargo. In addition, she encouraged the Board to provide feedback regarding the upcoming 2016 Workplan.

**Item 5: 2016 Meetings**

The 2016 Arts and Culture Commission meeting schedule was distributed to the Members.

Ms. Preston stated Ms. Del Val submitted a follow-up letter addressing questions regarding the budget for The Arts Partnership re-granting process, which will be received and filed with the original request.

**Item 6: Public Comment/Announcements**

Ms. Crutchfield announced Assistant Planner Maria Olson has accepted a position with Zerr Berg Architects and is no longer with the City.

Mr. Olsen moved to reflect the Board's appreciation for Maria Olson's work for the Arts and Culture Commission, getting the Board to where they are today, and her dedication to the process. Second by Ms. Jung. All Members present voted aye and the motion was declared carried.

**Item 7: Adjournment**

Ms. Del Val moved the meeting be adjourned. Second by Ms. Williams. All Members present voted aye and the motion was declared carried.

The time at adjournment was 4:38 p.m.

**MEMORANDUM**

**TO:** Arts and Culture Commission  
**FROM:** Nicole Crutchfield, Planning Administrator  
**DATE:** January 15, 2016  
**RE:** Draft Contract with Forecast Public Art

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At the January Arts and Culture Commission meeting, the Commission will be provided an updated scope of services for the public art master plan at the meeting. Staff will review the scope of services and ask for comments and discussion and ultimately ask for a motion to approve.

## Agreement for Consulting Services

Forecast Public Art agrees to provide to the City of Fargo the following professional services, and the City of Fargo contracts for such services and agrees to pay for them, all for the fees and on the terms and conditions set forth herein.

### 1. PURPOSE

The purpose of this agreement is to provide professional services to the City of Fargo for a public art master plan with an emphasis on... [strategies for effective implementation of the plan and sustainable support systems.](#)

### 2. PARTIES TO THE AGREEMENT

The parties to this agreement are the City of Fargo, a municipal corporation of the State of North Dakota, hereinafter referred to as "Client", and Forecast Public Art, a [501 \(c\) \(3\) nonprofit organization](#), existing or formed under the laws of the State of Minnesota, hereinafter referred to as "Consultant".

This agreement expressly contemplates that certain work will be subcontracted to [Jeff McMenimen and Gabrielle Grinde of](#) Hoisington Koegler Group, Inc. (HKGI) [and Bob Lunning](#) of the state of Minnesota and Karis Thompson of the state of North Dakota. Any other subcontracting will be governed by Section 11 of this agreement.

### 3. PROJECT SUPERVISION

Jack Becker will be the project manager for Consultant. Client shall, by letter delivered to Consultant within ten (10) days of the execution of this agreement, designate a project manager for Client. Either party may rely on the representations, approvals, and other actions of the project manager of the other party. Neither party may designate a new project manager except with the express written consent of the other party, which consent shall not be unreasonably withheld.

### 4. PROJECT SERVICES

The services to be provided are set forth in detail in the attached Exhibit A, "Scope of Services." Exhibit A shall be deemed to be incorporated herein by reference whether it is attached to this agreement and executed at the same time as this agreement or prepared and/or executed separately at a later date. In any case, where the Scope of Services may be unclear or where the dealing of the parties deviates from the Scope of Services by mutual agreement, this agreement shall be construed in accordance with the Purpose set forth in Section 1.

### 5. FORMAT AND QUALITY OF WORK

The work shall be prepared in a format suitable for reproduction and public circulation. The Public Art Master Plan shall follow an organizational outline to be approved by the local government under Task A of the Scope of Services.

The text of the Public Art Master Plan shall be drafted in plain English, using standard vocabulary with a minimum of technical terms, with the exception of documents procured for the facilitation of policies or procedures. Client shall submit samples of any formats required for maps and graphics to Consultant within ten (10) days of the execution of this agreement. If Consultant has not received samples by such a date, Consultant may present maps and graphics in any reasonable format commonly used for such purposes.

If Client objects to the style or format of any work, it shall do so, if possible, during its review of the first draft of any material containing the matter to which it objects and shall be specific in its request for changes. The Consultant may but shall not be required to make significant changes in the order or the presentation of material in the plan after Client has approved an outline of the organization.

Within thirty (30) days of the execution of this agreement, Consultant shall furnish to Client a proposed outline for the Public Art Master Plan, a sample format for required reports, and sample graphics. Client may suggest revisions to the samples or may request that Consultant provide up to five (5) additional samples. Based on the review of those materials, Client shall, by letter to Consultant, select a style for the text and graphics and agree to a general outline for the Comprehensive Plan update.

The parties may, by mutual agreement, depart from a style, organization, or format established under this section. However, in the absence of any other written understanding, Client may require that all submissions be in the format style, and organization established under this section, and Client shall not require Consultant to make significant changes to the style, format, or organization of any submission complying with the format, style, and organization established under this section.

## 6. PRICE

The consultant shall provide the services set forth in the Scope of Services for a total price of ... Consultant shall bill Client monthly, based on an estimated percentage of completion. For purposes of estimating the percentage of completion, the price is allocated among the Tasks in the Scope of Services as follows:

<b>Task 1</b>	Six Thousand <del>Five Hundred</del> Dollars - \$6,0500
<b>Task 2</b>	<del>Thirteen-Eight</del> Thousand Dollars - \$138,000
<b>Task 3</b>	Twenty <del>Two</del> Thousand <del>Dollars Two Hundred and Fifty Dollars-</del> \$20,002,250
<b>Task 4</b>	Nine Thousand <del>Two Hundred and Fifty</del> Dollars - \$9,250000
<b>Task 5</b>	Thirteen Thousand Dollars - \$13,000
<b>Task 6</b>	Ten Thousand Dollars - \$510,000 <sup>[NC1]</sup>
<b>Task 7</b>	Five Thousand Dollars - \$5,000
<b>Task 8</b>	Three Thousand Five Hundred Dollars - \$3,500
<b>Task 9</b>	Six Thousand Dollars - \$6,000
<b>Local Artists Fees</b>	<del>Five Thousand Dollars</del> —\$5,000 (associated with Task 9) <sup>[NC2]</sup>
<b>Reimbursable Expenses</b>	Not to exceed <del>Nineteen-Sixteen</del> Thousand Five Hundred Dollars - \$1916,500

**TOTAL**

~~One Hundred and Thirteen~~Ninety-Two Thousand Dollars -  
~~\$92~~\$113,000

Additional breakdowns may be determined from the Scope of Services and shall be documented by Consultant in any form the Client may reasonably request.

The price includes all professional services, including subcontracted services and expenses, as set forth in more detail in the next section. It does not include any gross receipts or similar tax now imposed or imposed in the future by the State of [Minnesota](#) on such work.

Client will pay Consultant's invoices on the next payment date falling at least ten (10) days after delivery of an invoice, but in any case within thirty (30) days of receipt, unless it objects to all or part of any invoice. If Client objects to part of an invoice, it shall pay the undisputed part of the invoice within the period set forth in this section. If Client objects to part or all of an invoice, it shall promptly notify Consultant's project manager in writing of the basis for such objection.

## **7. TERMS AND CONDITIONS**

The price stated in this agreement includes all fees for professional services, all incidental costs and materials, all travel costs for the trips included in the work plan, and all postage, overnight express, and telephone toll charges for communications initiated by consultant. The price includes the delivery of ten (10) copies of the final plan, after acceptance by client. Additional copies will be provided to client upon request at a cost of five cents per page plus two dollars per copy for binding. Consultant will provide the text of the plan and all computer graphics to client in both pdf and InDesign formats.

## **8. TRIPS AND TELEPHONE CONSULTATIONS**

The price includes unlimited telephone consultations regarding work to be performed under this contract for the duration of the base contract. The Work Plan will specify a number of person-trips and suggests how each of those will be used. However, without increasing the number of person-trips or person-days in Fargo, Consultant will cooperate with Client in reasonable reallocations of those trips and days among and within Tasks listed in the Scope of Services. For purposes of this agreement, one "person-day" shall mean a full working day of at least eight hours by one person in Client's city. A "person-trip" shall mean one trip to Client's city by one person, regardless of duration. Reimbursement for additional person-trips and person-days in Client's city are available under the next item, as additional-cost items.

## **9. OPTIONAL SERVICES/PRICE**

During the term of this agreement and for a period twenty-four months after the completion of other work under this agreement, Consultant and Client may elect to provide optional services that Client may select, for the hourly rates indicated plus expenses:

### **Hourly Professional Service Rates**

Jack Becker (Project Manager)	\$215
Jeff McMenimen (Associate)	\$165
Bob Lunning (Associate)	\$150
Kirstin Wiegmann (Associate)	\$125

Gabrielle Grinde (Technical)	\$100
Jen Krava (Admin/Technical)	\$100
Karis Thompson	\$80

**Reimbursable Expense Rates**

Mileage	\$ 0.50 per mile*
Parking	At Cost
Car Rental	At Cost
Air Travel	At Cost
Hotel	At Cost
Meals	At Cost
Telephone	At Cost
Delivery / Postage	At Cost
B & W Copies / Prints	\$0.15 per 8.5 x 11
Color Prints	\$1.00 per 8.5 x 11
Outside Printing	At Cost

\*Or current allowable reimbursement rate established by the Internal Revenue Service

**10. TIME FOR PERFORMANCE**

Time is extremely important to this contract but cannot completely control a professional services contract. Consultant recognizes that Client wishes to accomplish this project substantially in accordance with the schedule outlined in the Scope of Services and Consultant will use all reasonable means to attempt to make that possible. Client will, to the best of its ability, provide prompt responses and comments to Consultant in order to facilitate the process. Both parties anticipate that the project will substantially follow the schedule indicated in the Scope of Services but recognize that there may be deviations from time to time due to difficulties in scheduling meetings, obtaining multiple reviews, or other matters. Both parties use good faith efforts to expedite the project. If either party believes that the other party is unreasonably delaying performance under this agreement, the aggrieved party may give notice to the other party of its failure to timely perform under the scope of services, as required by this section. The party receiving the notice shall then have thirty (30) days either to perform all matters required of that party by that date or to provide evidence that the delay is partly or wholly the result of actions of the other party or of matters beyond the control of the parties. If the party receiving the notice fails to do either of those things within said thirty (30) days, the aggrieved party may, but shall not be obligated to, terminate this agreement for nonperformance. Consultant will attempt to accommodate client schedules on all meeting dates. However, on a particular date, a particular individual may not be available. Consultant may, under those circumstances, give client the choice of accepting another staff member for the scheduled meeting or changing the meeting date to one mutually available to client and to the consultant staff member that the client wishes to have present.

**11. SUBCONTRACTING**

There will be no subcontracting of professional services, except in accordance with Section 2 of this agreement. Consultant may subcontract such support services as copying, printing, and binding as it sees fit. Client shall have no liability to any subcontractor engaged by Consultant. Consultant hereby indemnifies and agrees to hold harmless Client against any liability to any subcontractor arising out of or related to Consultant’s performance of its obligations under this agreement.

## **12. TERMINATION FOR CAUSE**

If, for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation under this agreement, or if Consultant shall violate any of the covenants or stipulations of this agreement, Client shall then have the right to terminate this agreement by giving written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination, which shall be no less than thirty (30) days after the date of the notice. If Client has previously sent Consultant a notice under Section 10 regarding the timeliness of performance, the termination date set in the notice under this section may be as little as ten (10) days after the date of the receipt of the notice.

Consultant shall not be considered to be in default if the default arises from an act of God or the public enemy, acts of the government, fire, flood, strike, and unusually severe weather.

If Consultant disputes the fact of default, or if Consultant believes that the alleged default arose from matters beyond Consultant's control, Consultant shall respond to the notice from Consultant's position. Such a response by Consultant shall extend the effective date of parties to resolve the dispute; however, Consultant shall not perform additional services under this agreement after the termination date set forth in the original notice without express, written consent of Client.

## **13. REMEDIES FOR NONPAYMENT**

If, at any time, Client fails to pay Consultant in accordance with the provisions of Section 6 of this agreement, Consultant may give Client written notice of breach by nonpayment. If Client fails to cure the nonpayment within ten (10) days of receipt of such notice, Consultant may, without further notice, stop work until Client either pays the amount due or notifies Consultant that it is disputing the amount due. A simple inquiry about a delayed payment shall not constitute notice under this section unless it says, in writing, "This is the notice of nonpayment required by Section 13 of our agreement with you" or something substantially similar. If the nonpayment of an undisputed amount continues for an additional twenty (20) days, Consultant may but shall not be obligated to terminate this agreement by sending a written notice of termination to Client; such notice shall be valid if sent by Consultant at least twenty (20) days after the previous notice and before actual receipt of payment. If a dispute over an invoice at any time delays payment on an amount equal to one half or more of the invoice, or ten percent (10%) or more of the total contract amount, Consultant may, without penalty, suspend work pending resolution of the dispute.

## **14. INDEMNIFICATION/INSURANCE**

Consultant and its subcontractors shall maintain in force throughout the term of this agreement Workers Compensation and General Liability insurance, including non-owned auto coverage, for the entities involved and their employees, officers, and agents. Consultant shall provide proof of such insurance upon the written request of Client. Consultant hereby indemnifies and agrees to hold harmless Client against any liability for bodily injury or property damage that may arise out of Consultant's performance of its obligations under this agreement, including those losses that are covered by such insurance. Consultant hereby releases Client from any claim for liability by itself or a subcontractor, officer, agent or employee, to the extent that such loss is covered by workers compensation insurance.

Client and Consultant have discussed the risks and rewards of the project in relation to the firm's total compensation. Client and Consultant have agreed that such risks and rewards have been allocated such that, to the fullest extent permitted by law, Consultant's total potential liability to Client for any injuries, claims, losses, damages, or expenses arising out of this agreement from any cause shall not exceed consultant's total compensation under this agreement. This limitation shall not apply to workers compensation claims of Consultant's employees or to general liability claims. Client hereby releases Consultant from any claim for liability to the extent that such loss is covered by Client's insurance.

#### **15. OWNERSHIP OF WORK PRODUCT**

All documents and materials prepared pursuant to this agreement are the property of Client, although Consultant may retain physical possession of them for the convenience of Client. Client shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. When graphics generated by the Consultant are reproduced outside of the Public Art Master Plan, the following credit should be given: "Graphic created by Forecast Public Art". Unless otherwise specified in writing by Client, Consultant may presume that any document delivered to Client is a public document.

#### **16. REMEDIES – LEGAL AND EQUITABLE**

In case of the default of either party under this agreement, the other party, after offering the defaulting party any right to cure provided hereunder, may seek any legal or equitable remedies otherwise available, including but not limited to payment, damages, rescission, and/or specific performance. Such remedies shall exist notwithstanding the termination of the agreement. The remedies for default shall survive the termination of the agreement, although a right of specific performance shall not survive a termination in accordance with the terms of this agreement.

#### **17. CONSTRUCTION**

This agreement shall be reasonably construed under the laws of the State of North Dakota to give effect to its purpose. Words shall be given their common ordinary meaning unless the context clearly otherwise requires. The singular shall include the plural, as the context may suggest, and words of one gender shall include such other gender(s) as the context may suggest.

#### **18. NOTICES**

Any notice required by this agreement shall be sent by certified mail, return receipt requested.

#### **19. COMPLETE AGREEMENT/AMENDMENTS**

This agreement, together with Schedule A, Scope of Services, and any other exhibits specifically enumerated herein, constitutes the complete agreement between the parties. It may be amended only by a writing executed by both parties. This agreement may be executed in multiple counterparts, each of which shall be considered an original. When this agreement has been signed by both parties, it shall constitute a binding agreement and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

**City of Fargo Public Art Master Plan  
Exhibit A – Scope of Services**

This is the Scope of Services for that Agreement for Consulting Services between the City of Fargo, North Dakota and Forecast Public Art, dated [REDACTED]. The Scope covers nine (9) tasks, listed below, not in chronological order. The Consultant team estimates that the project will take approximately 9 months from the execution of the contract with the most intensive community-engaged work occurring between months 1-5. The scope put forward here is likely to evolve allows for additional services to be incorporated as the project advances. Amendments/Changes to this scope, fees and expenses will be approved by both parties in writing.

**Task 1. Assessment and Analysis**

Consultant will collect and examine relevant plans, studies and local histories prior to and during the first site visit. Consultant assumes these plans and studies will be provided by the Client in hard copy, digital or web link. The goal of this task will be to ascertain opportunities for synergy with public arts planning and to ~~identified~~ identify established vision, goals and strategies that can be complemented and supported ed through public art planning. Specific tasks include:

- Review City’s vision, priorities and activities for arts and culture within the context of economic development plans, parks and recreation priorities, flood protection, downtown development, tourism activities, K-16 and high education, and senior/aging resources.
- Examine the design opportunities that the physical environment provides. When possible, photo-document physical and geographic assets. (See Task 6 for related work)

Analyze the current economy of the area by examining existing market studies, needs assessments, and other economic data from a variety of sources.

- Look at marketing and promotional materials and how they portray the community and its arts resources to local audiences and visitors.
- Examine the community’s resources, public policies, and shared intentions and identify the organizational capacity to successfully implement and sustain the public arts plan.
- Collect data about local artists, facilities, fabricators, consultants, arts organizations, studios, educational facilities, storage, etc. pertaining to the public art field.

<b>Consultant Team Members Assigned to Task:</b>	Full Project Team
<b>Deliverable Products:</b>	<u>Technical memo summarizing Assessment and Analyses</u>
<b>Trips/Meetings:</b>	<u>2</u>
<b>Schedule:</b>	This task will be completed within the first four months following contract approval

**Task 2. Stakeholder Interviews**

Consultant will conduct up to several (exact number?)5 meetings with project partners and/or key stakeholders in order to gain knowledge and a better understanding of the community. Up to 1/3 will happen via teleconference. Consultant assumes Client will assist in identifying interviewees and coordinate schedule and locations for face to face interviews. The following objectives have been identified for these meetings:

- Clarify and establish consensus regarding a community vision for public art.
- Gather an understanding of individuals and organizations influencing the public art planning process.
- Deepen understanding of community needs and opportunities related to the plan.

The Consultant team will ~~be expected to keep meeting minutes~~prepare meeting summaries for all technical and public meetings and to provide an executive summary of public engagement.

<b>Consultant Team Members Assigned to Task:</b>	Bob Lunning Jack Becker Karis Thompson <a href="#">Jeff McMinemen</a>
<b>Deliverable Products:</b>	Meeting Minutes, Executive Summary of Public Engagement
<b>Trips/Meetings:</b>	<a href="#">?2[JB1]</a>
<b>Schedule:</b>	This task will take approximately two months. Meetings will be scheduled when the initial assessment and analysis is completed.

### Task 3. Synthesize Ideas and Define Strategy

Consultant will work closely with the Arts and Culture Commission and City staff to gain a full understanding of the community’s vision and goals for public art in Fargo. Sub-tasks include:

#### *Task 3-1. Reinvestment and Integration*

Consultant will propose and offer examples of ways in which public art can help accomplish the goals spelled out in the Fargo Go2030 Comprehensive Plan, including recommendations for governance, management and funding within the city. The Consultant will also outline opportunities for participation in the implementation of the plan by non-profits, for profits, and individuals in the community. This proposal will be presented within a Reinvestment and Integration Strategy[JB2].

#### *Task 3-2. Vision*

Consultant will prepare a preliminary project Goal Statement and Vision Statement, which will be based on ideas derived from existing City plans and strategies, as well as input received from stakeholder interviews. The Consultant Team and City Staff will use the goals and vision statement to evaluate any guiding principles and all plan recommendations. The Vision and Goal Statements will periodically be re-evaluated throughout the process.

#### *Task 3-3. Structure*

Consultant will develop recommendations for management, governance and funding systems for a public art program. Specifically, the Consultant will draft a Program Manager description, a sample Annual Workplan, and draft a Public Art Policy which will include artist selection, gifting, accessioning and de-accession, and maintenance and conservation instructions. The Consultant will also draft a Funding Strategy for the public art program.

<b>Consultant Team Members</b>	Full Project Team
<b>Assigned to Task:</b>	
<b>Deliverable Products:</b>	Reinvestment and Integration Strategy, Goal Statement and Vision Statement, Program Manager Description, sample Annual Workplan, Public Art Policy, Funding Strategy
<b>Trips/Meetings:</b>	<u>1</u>
<b>Schedule:</b>	This task will take approximately two months. This task will begin approximately halfway through the stakeholder interview task.

#### Task 4. Initial Recommendations

Consultant will draft and present a progress report and presentation of the initial recommendations to the Arts and Culture Commission and City Commission. The recommendations will document the analysis of Fargo’s current plans, interviews with stakeholders, preliminary ideas, strategies for the plan, and anticipated steps needed to complete the plan.

<b>Consultant Team Members</b>	<a href="#">Jack Becker</a>
<b>Assigned to Task:</b>	<a href="#">Bob Lunning</a> <a href="#">Full Project Team</a>
<b>Deliverable Products:</b>	Progress Report, <u>2</u> <a href="#">Presentations</a>
<b>Trips/Meetings:</b>	<u>1</u>
<b>Schedule:</b>	This task will take approximately two months. This task will begin approximately one month after the Synthesize Ideas and Define Strategy Task.

#### Task 5. Final Review and Recommendations<sup>[NC3]</sup>

Consultant will draft a graphically pleasing final report to serve as an engaging tool to communicate the plan to the public. The Consultant will also prepare a visually stimulating presentation summarizing the plan for the City Commission and the general public. The final version of the Public Art Master Plan will also be completed as part of this task.

<b>Consultant Team Members</b>	Jack Becker
<b>Assigned to Task:</b>	Bob Lunning <a href="#">Jen Krava</a> <a href="#">Gabrielle Grinde</a>

<b>Deliverable Products:</b>	Final Report, Final Presentation, Final Public Art Master Plan
<b>Trips/Meetings:</b>	1?
<b>Schedule:</b>	This task will take approximately one month. <a href="#">This task will begin after the Initial Recommendation task is completed.?</a>

### Task 6. Public Art Overlay Map

[In addition to reviewing the city's public art inventory,](#) Consultant will [integrate the existing ~~tour~~ inventory, tour](#) the city, photograph sites, corridors, entries and other potential opportunity zones as part of a citywide locational analysis. These include planned public and private developments and improvements. The Consultant will also conduct mapping workshops with ~~stakeholder groups~~[staff](#), collect data on existing public art, and create an overlay map to be used as a planning and development tool as part of the final plan document.

<b>Consultant Team Members Assigned to Task:</b>	Jack Becker Bob Lunning Jeff McMenimen <a href="#">Gabrielle Grinde</a>
<b>Deliverable Products:</b>	Public Art Overlay Map and summary of Mapping exercises and data collected
<b>Trips/Meetings:</b>	2?
<b>Schedule:</b>	This task will take approximately 3 months, with final site image work done after snow melts.

### Task ~~7~~7. Public Art [Planning Steering Committee](#)<sup>[NC4]</sup>

Consultant will work with city staff and ~~members of~~ the Arts and Culture Commission [as the plan's technical committee.](#) [The consultants will work with the commission to](#) ~~to~~ identify and recruit a Plan Steering Committee [if needed.](#) Consultant will provide ~~a Committee member job description and a~~ meeting calendar, facilitate 4 meetings of the group over a 7-month period, and provide monthly updates and meeting notes.

<b>Consultant Team Members Assigned to Task:</b>	Jack Becker Bob Lunning Karis Thompson
<b>Deliverable Products:</b>	List of Committee members, monthly updates and meeting notes.
<b>Trips/Meetings:</b>	4?

<b>Schedule:</b>	This task will be implemented periodically over a 7-month period.
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**Task 88. Community ~~Education~~ Outreach and Engagement**

Consultant will provide ~~a series of presentations and~~ learning opportunities for Fargo community members interested in public art, and produce materials for sharing on the City’s website. ~~A kick-off “Public Art 101” event will take place early in the planning process, and~~ ~~A~~ series of social media activities will follow, designed to increase awareness, understanding and appreciation. A ~~second~~ public event will take place at the end of the process, sharing the plan with the broader community.

<b>Consultant Team Members Assigned to Task:</b>	Jack Becker Karis Thompson <a href="#">Jen Krava</a>
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<b>Deliverable Products:</b>	Resource materials, social media posting content, <del>social media management</del> , handouts and other educational materials. Copies of <i>Public Art Review</i> will also be provided to audiences.
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<b>Trips/Meetings:</b>	<del>32</del>
<b>Schedule:</b>	This task will be implemented periodically over a 7-month period.

**~~Task 29. Public Art Possibilities?~~**

~~[Jack I think you missed this part?](#)~~

**~~Task 5. Final Review and Recommendations~~**

~~Consultant will draft a graphically pleasing final report to serve as an engaging tool to communicate the plan to the public. The Consultant will also prepare a visually stimulating presentation summarizing the plan for the City Commission and the general public. The final version of the Public Art Master Plan will also be completed as part of this task. invite local artists to contribute their ideas for public art projects at sites of their choosing in Fargo. Prior to submission deadline, consultant will offer a free workshop to help artists unfamiliar with the public art field gain an understanding and investigate the city with their own set of values and sensibilities. A collection of “Public Art Possibilities” booklet will subsequently be published, including renderings of ideas and brief narratives.~~

<b>Consultant Team Members Assigned to Task:</b>	<del>Jack Becker</del> <del>Bob Lunning</del> <a href="#">Jen Krava</a>
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	<a href="#">Karis Thompson</a> <a href="#">Kirstin Wiegmann</a>
<b>Deliverable Products:</b>	Final Report, Final Presentation, Final Public Art Master Plan
<b>Trips/Meetings:</b>	1?
<b>Schedule:</b>	This task will <del>take approximately one month</del> be implemented periodically over a 4 month period. This task will begin after the Initial Recommendation task is completed.

### **Task 5. Final Review and Recommendations**

Consultant will draft a graphically pleasing final report to serve as an engaging tool to communicate the plan to the public. The Consultant will also prepare a visually stimulating presentation summarizing the plan for the City Commission and the general public. The final version of the Public Art Master Plan will also be completed as part of this task.

<b>Consultant Team Members</b>	Jack Becker
<b>Assigned to Task:</b>	Bob Lunning
<b>Deliverable Products:</b>	Final Report, Final Presentation, Final Public Art Master Plan
<b>Trips/Meetings:</b>	1?
<b>Schedule:</b>	This task will take approximately one month. This task will begin after the Initial Recommendation task is completed.

## MEMORANDUM

Item 3

**TO:** Arts and Culture Commission

**FROM:** Nicole Crutchfield, Planning Administrator

**DATE:** January 15, 2016

**RE:** Public Art Master Plan Steering Committee Discussion

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As part of the scope of services for the public art master plan, Forecast Public Art includes Task 7 of a Public Art Plan Steering Committee. The task notes Forecast Public Art would identify and recruit a Plan Steering Review Committee, provide a job description and meeting calendar, facilitate 4 meetings over a 7-month period, and provide monthly updates and meeting notes.

This is a good time to bring up the question on what role the Arts and Culture Commission would like to play in the Public Arts Plan process. These options are:

- 1) Arts and Culture Commission act as the technical committee, guiding the process, schedule and product to include monthly updates and being involved in key decision points. These meetings and updates will coincide with the monthly Arts and Culture Commission.
- 2) Arts and Culture Commission plus additional community participants be placed on a technical committee with the role as identified above.
- 3) A separate task force/subcommittee be delegated to guide and lead the public arts master plan. This committee includes a few selected Arts and Culture Commission members plus additional citizens, with the role as identified above. This group would then report back to the Arts and Culture Commission.
- 4) A separate steering committee be delegated to include quarterly briefings and involvement with key decision points.

For the purpose of this discussion, the need to define types of committees is required:

**Steering Committee** – This is typically thought of as a committee of 15-20 people who come together 3-4 times for briefings of the process of the plan and to weigh in on key decision points.

**Technical Committee** – This is typically thought of as a committee of about 5-7 people who meet monthly to guide staff and the master plan on each of the steps and to review routine updates on the process.

In summary, the question becomes what role would the Arts and Culture Commission prefer to take as part of this plan development?

**Staff Recommendation:** We suggest that the Arts and Culture Commission serve as the Technical Committee. This would mean we would typically use the scheduled monthly meetings on the 3<sup>rd</sup> Wednesdays as briefings of the public art master plan. Additional meetings may be needed. Staff suggests reserving the decision to appoint a steering committee need, further into the planning process.