



**City of North St. Paul
Arts & Culture Commission
Regular Meeting Agenda**

**July 12, 2023
6:30 PM**

The Arts & Culture Commission Meeting will be conducted on **July 12, 2023** at 6:30 p.m. The meeting location is the Council Chambers at City Hall, located at 2400 Margaret St., North St. Paul.

The **July 12, 2023** Zoom meeting can be accessed at
tinyurl.com/NSPartsandculture

(from a PC, Mac, tablet, iPhone, or Android device)
or by phone at 1-929-205-6099.

Participants accessing the meeting by phone please use the following meeting ID:
87921831549

The Arts & Culture Commission Zoom meeting will be 'open to the public to listen in but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

Please join the meeting early to test your audio and video settings.

I. Call to Order

II. Roll Call

Tom Sonnek, Chair
Carey Nadeau, Vice-Chair
Amanda Black, Commissioner
Stacy Maher, Commissioner
Emily Haeg Nguyen, Commissioner
Lisa Ritchie, Commissioner
See Yang, Commissioner
Cecelia Goracki, Student Commissioner
Lisa Wong, Council Member

Staff
Sara Lang, Commission Secretary

III. Adopt Agenda

IV. Approval of Minutes

A. Approval of Minutes from 6/7/23

V. Meeting Open to the Public

This Open Forum is an opportunity for persons to address the Arts & Culture Commission on items not on the agenda. A completed public comment form should be presented to the staff liaison prior to the meeting. Comments will be limited to 3 minutes per person. While the Commission may ask clarifying questions of the speaker, no formal action by the Commission or discussion will be held on these items.

VI. Public Hearings

VII. Commission Business, Action Items & Recommendations

- A. Updates from Sub-Committees
- B. Culture in ACC Projects

VIII. Old Business

IX. Reports from Staff

X. Reports from Commissioners

XI. Reports from Council Liaison

XII. Adjournment

The next regularly scheduled Arts & Culture Commission meeting is August 2nd, 2023.



To	Date
Arts and Culture Commissioners	July 12, 2023
Agenda Placement # IV.A	
Approval of Minutes	
Subject	
Approval of Minutes from 6/7/23	
Background/Facts	
Recommended Action	
Attachments	

1. ACC 06.07.2023 Meeting Minutes
- Respectfully submitted,
Sara Lang, Arts & Culture Commission Secretary

City of North Saint Paul
Arts & Culture Commission Meeting Minutes

June 7, 2023

6:30 PM

I. Call to Order

Chair Sonnek called the meeting to order at 6:30 PM

II. Roll Call

Tom Sonnek, Chair

Carey Nadeau, Vice Chair

Stacy Maher, Commissioner

Lisa Ritchie, Commissioner (excused absent)

Emily Haeg Nguyen, Commissioner

See Yang, Commissioner

Amanda Black, Commissioner

Cecelia Goracki, Student Commissioner (non-voting) (excused absent)

Lisa Wong, Council Member (non-voting) (excused absent)

Staff

Sara Lang, Commission Secretary

III. Adopt Agenda

On motion by Vice Chair Nadeau, seconded by Commissioner Yang, with all present voting aye (6-0), motion carried to adopt the agenda as presented.

IV. Approval of Minutes

A. Approval of the 05/03/23 Meeting Minutes

On motion by Commissioner Maher, seconded by Commissioner Black, with all present voting aye (6-0), motion carried to approve the May 3, 2023 minutes as presented.

V. Meeting Open to the Public

There was no public input.

VI. Public Hearings

None

VII. Commission Business, Action Items & Recommendations

A. Project Updates by Subcommittee

A - 1 Project Snowy

Commissioner Yong said the sub committee has done more finalizing of program details since the last meeting. Commission Secretary Sara Lang was able to clarify the Snowy statues will be able to be indoors at Public Works while being worked on. The subcommittee recommends buying the clear coat from this year's budget as other costs will come out of next year's budget and reported transportation costs may be far less than originally estimated, due in part to a possible in-kind donation. The business association has not responded with a date for the project to be presented at a meeting. Commissioner Black said the next step in a few weeks will be reaching out to businesses and organizations concerning participation. The full commission will be asked to form three groups to conduct the outreach using materials prepared by the subcommittee. Each group will be able to decide whether to make the contacts jointly or split them up. Final agreements are in the hands of Commission Secretary Lang and Community Development Director Brandy Howe and should be reviewed by the end of the week.

A - 2 Mural Project

Vice Chair Nadeau said the project was rejected for the MRAC grant but the subcommittee has sent out a call for artists to 30+ muralists around the state and has already had some interest. The call to artists was sent out via email. The Silver Lake Beach bathroom building has been selected as the site. The artist commission will be \$4,000 including materials. Artists have been asked to submit ideas by June 19 with the selection by June 30 and the mural completed by the end of August. The Commission has been asked to present at the June 28 Park and Recreation Commission meeting. Chair Sonnek has prepared a presentation that can be used at the meeting. Artists were asked to submit designs that would be compatible with the surrounding area. Artists were also asked to show ideas for engaging the community.

A - 3 Utility Box Project

Commission Secretary Sara Lang reported the final proofs came back and are in production to install the week of June 19 on the bookstore and on the third and seventh utility boxes. There is still funding for a third project at Roddy's Bar and Grill but it will be necessary to select a design as the initial one using historical society photos was not favorably responded to by the contact. There is about \$1,400 left in the budget for this project.

A - 4 Art Cart

Chair Sonnek reported they have two volunteers for the upcoming art cart event on Friday June 9 at the City Night at the Car Show. The aprons have arrived and are in the art cart.

A - 4 Paint Along

A summer date has not yet been set for this event.

A - 5 Autumn Arts Festival

Commissioner Black said they are waiting to hear about the possibility of additional funding for this year. The call for artists has gone out and is still open until June 26 and could be extended. No vendors can be accepted until it is determined there is a good variety. She plans to attend two other metro area art festivals this month and will report back with ideas and comments. The Commission is also seeking live performers. Commissioners brainstormed about possible performing arts groups to contact. They are also seeking live artist demonstrations. The budget is modest so more funding would have to be obtained to offer stipends to performers. Ms. Lang reported the City has a new part-time employee, Kari Erpenbach, who will be in charge of event planning and will assist with this event. She would like to be invited to subcommittee meetings for the Autumn Arts Festival.

B. 2024 Budget Discussion

The Commission reviewed the proposed budget for 2024 comparing the items to the 2023 budget and making recommendations for next year with amounts and rationale for each category. This budget included increases for each category with the largest increase being to the mural budget. The Commission discussed expanding scope of the activities to highlight the cultures in the community in addition to the Fall Arts Festival which has included multi-cultural offerings. One suggestion was to call the event the "Fall Arts and Culture Festival." Others were to have some stand-alone cultural events and incorporating cultural inclusivity in existing events. The Commission also discussed ways to engage the various cultural groups in the community on what those offerings might look like. The Commission decided to include a line item its budget request for conducting community engagement. The total request for all categories from the Arts and Culture Commission as proposed is \$22,000 which Chair Sonnek pointed out would be double what was requested last year, plus \$7,000 for events. The Commission also decided to schedule time at the July meeting for a discussion of cultural offerings.

VIII. Old Business

None

IX. Reports from Staff

Ms. Lang did not have a report.

X. Reports from Commissioners

Commissioner Black asked to have a discussion about the City website and beefing up the Arts and Culture Commission pages. Commissioner Nguyen noted she has been on leave for several months but is ready to begin subcommittee work. Commissioner Maher suggested participating in the community parade. Commissioners asked Ms. Lang to look into postponing the next meeting from July 5 to July 12 due to the July 4 holiday.

XI. Reports from Council Liaison

Council Member Wong was not present.

XII. Adjournment

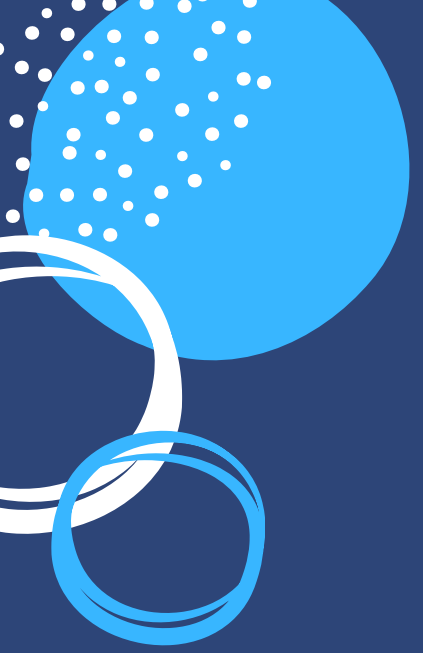
On motion by Commissioner Maher, seconded by Commissioner Nguyen, with all present voting aye (6-0), motion carried to adjourn.

Chair Sonnek adjourned the Arts & Culture meeting at 8:16 PM

The next regularly scheduled Arts & Culture Commission meeting is July 12th, 2023.



To	Date
Arts and Culture Commissioners	July 12, 2023
Agenda Placement # VII.A	
Commission Business, Action Items & Recommendations	
Subject	
Updates from Sub-Committees	
Background/Facts	
Recommended Action	
Attachments	
1. Project Snowy Brochure 2. Muralist Agreement_BH_Attorney Review_6.30.2023 3. Supplies requested for Art Cart	
Respectfully submitted, Sara Lang, Arts & Culture Commission Secretary	



As a member of the North St. Paul community, we invite you to join this unique opportunity to promote your business and support the creation of enjoyable art exhibits around town.

QUESTIONS?

Connect with the North St. Paul Arts and Culture Commission.

sara.lang@northstpaul.org
651-747-2400

The Commission, formed in 2021, reports to the North St. Paul City Council and serves "to inspire connection and community through the development of public art and cultural expression."



PROJECT SNOWY

**BRIGHTENING NORTH SAINT PAUL
WITH EXCEPTIONAL SNOWY
SCULPTURES**



OUR STORY

Project Snowy is a community arts project aimed at showing City spirit, supporting the arts community, and contributing to the cityscape with art using snowman statues. Businesses and organizations can purchase a Snowy statue, which will then be decorated by a local artist. The decorated statues can be placed at a location owned by the purchaser, or the purchaser can choose to donate the statue for placement on City property, creating a unique public art display that showcases the creativity and talent of our community.

We promote the visual identities created by emerging local artists.

GET A SNOWY!

Show Your City Spirit

When you think North St. Paul, you think SNOWMAN!

Support the Art Community

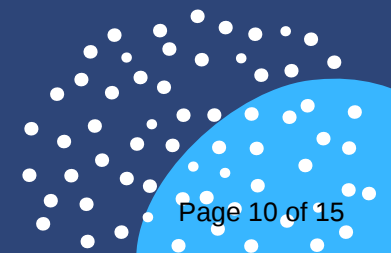
Each Snowy sculpture will be designed by an artist living in Minnesota. You will have input on the design and/or artist for YOUR sculpture.

Contribute to the Cityscape with Art

Statues may be placed at your location or donate it to the City for placement on City land.

\$5,000

More information on program and benefits can be found online at northstpaul.org/1144/project-snowy



MURALIST AGREEMENT

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation ("City") and _____, a _____ with an address at _____ ("Artist").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF WORK. TBC

2. COMPENSATION AND SCHEDULE OF PAYMENT. The Artist shall be paid an Artist Stipend of four thousand and no/100 dollars (\$4,000.00) for the completion of the proposed design. The Artist shall be responsible for completing the proposed design within the timeline provided below, including the purchase of all necessary tools and supplies and all necessary labor. Any remaining funds from the Artist Stipend after the final completion of the proposed design shall be kept by the Artist as compensation. Under no circumstances shall the Artist be entitled to compensation beyond the Artist Stipend.

3. OBLIGATIONS OF THE ARTIST AND THE CITY.

- a. The Artist shall complete the design as proposed.
- b. The City is not responsible for overseeing the Artist and makes no warranty, express or implied, as to the final appearance of the mural.
- c. City shall perform labor services necessary for preparation of the wall and/or installation of the artwork.
- d. Any changes Artist deems necessary to enhance the composition or color in the artwork, will be deemed for the good of the painting and at no additional charge to the City.

4. SCHEDULE. The Artist shall undertake the creation of the artwork on (date) or before (date) and complete the artwork on or by (date).

5. COPYRIGHT OWNERSHIP. Title of ownership in the artwork shall pass from the Artist to the Client upon the completion of the artwork. The City may post the design or photographs of the completed mural on its website or in other ways disseminate the design to promote or the City. The City shall credit the Artist in all such uses

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Artist shall abide by all statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided.

7. STANDARD OF CARE. Artist shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement.

8. INDEPENDENT CONTRACTOR. The City hereby retains Artist as an independent contractor upon the terms and conditions set forth in this Agreement. Artist is not an employee of the City. Artist shall be responsible for selecting the means and methods of performing the work. Artist shall furnish any and all supplies, equipment, and incidentals necessary for Artist's performance under this Agreement. City and Artist agree that Artist shall not at any time or in any manner represent that Artist or any of Artist's agents or employees are in any manner agents or employees of the City. Artist shall be exclusively responsible under this Agreement for Artist's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

9. PERSONAL PERFORMANCE; NO ASSIGNMENT. This contract requires the personal performance of the Artist. Artist may not subcontract any of the obligations under this Agreement, except to the extent that Artist's proposed design states that any portion shall be completed by another entity. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

10. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Ramsey County.

11. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Artist must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Artist pursuant to this Agreement. Artist is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Artist receives a request to release data, Artist must immediately notify City. City will give Artist instructions concerning the release of the data to the requesting party before the data is released. Artist agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Artist's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

12. COPYRIGHTED OR PATENTED DEVICES, MATERIALS AND PROCESSES. If the Artist requires, or the Artist desires, the use of any design, device, material, or process covered by letters, patent or copyright, trademark or trade name, the Artist shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Artist shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material, or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Agreement, and shall indemnify

and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

13. AUDIT. Pursuant to Minnesota Statutes, § 16C.05, Subdivision 5, the Artist agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City, and involve transactions relating to this Agreement. The Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

14. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

15. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

Dated: _____

CITY OF NORTH ST. PAUL

BY: _____
John Monge, Mayor

BY: _____
Brian Frandle, City Manager

Dated: _____

ARTIST

BY: _____

Print name: _____

EXHIBIT “A”

Proposed Design

Supplies requested for Art Cart 7/12:

Budget/Purchase Description	Total
Starting Budget	\$500.00
Tablecloths (2/2/23)	\$18.99
	\$481.01
Rocks (4/7/23)	\$35.96
	\$445.05
Rocks (7/7/23)	\$67.92
	\$377.13
Proposed Expenditures	\$135.46
Budget After Proposed Expenditures	\$241.67

Proposed Expenditures: \$135.46

16 oz. Clear Disposable Cups-240 Count-\$23.99

9" Paper Plates-200 Count-\$11.13

6 Pack of Invisible Tape-\$8.88

12" Paper Cutter-\$10.99

Orange Table Cloths-12 Pack-\$17.99

¼" Single Hole Punch-12 Pack-\$25.99

Pipe Cleaners-200 Count-\$5.99

Washable Markers-18 Boxes of 8-\$30.50