

## **MEMORANDUM**

**TO:** Arts and Culture Commission  
**FROM:** Nicole Crutchfield, Planning Administrator  
**DATE:** December 9, 2015  
**RE:** Arts and Culture Commission Meeting

The next meeting of the Arts and Culture Commission will be held on Wednesday, December 16 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, December 16, 2015 4:00 p.m.  
City Commission Room  
AGENDA**

1. Approval of Minutes
2. Draft Contract with Forecast Public Art
3. Fargo Flag Competition Results
4. Year in Review
5. 2016 Meetings
6. Public Comment/Announcements
7. 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).

## **ARTS AND CULTURE COMMISSION MINUTES**

**Regular Meeting:**

**Wednesday:**

**November 18, 2015:**

The Regular Meeting of the Arts and Culture Commission of the City of Fargo, North Dakota, was held in the City Commission Room at City Hall at 4:00 o'clock p.m., Wednesday, November 18, 2015.

The Arts and Culture Commissioners present or absent were as follows:

Present: Arlette Preston, Cassandra Maland, Chelsea Thorson, David Bertolini, Dayna Del Val, Deb Williams, Michael Olsen

Absent: Jessica Jung

Also Present: Maria Olson, Nicole Crutchfield, Dan Mahli

Chair Bertolini called the meeting to order and welcomed Members to the meeting.

### **Item 1: Minutes: Regular Meeting of October 21, 2015**

Mr. Olsen moved the minutes of the October 21, 2015 Arts and Culture Commission meeting be approved. Second by Ms. Del Val. All Members present voted aye and the motion was declared carried.

### **Item 2: Public Art Master Plan Consultant Recommendation**

Assistant Planner Maria Olson discussed the Public Art Master Plan consultant recommendation, noting staff received four proposals from the following firms: 1) Designing Local, 2) Forecast Public Art, HKgi, and Karis Thompson, 3) Public Art & Practice and SRF Consulting, and 4) Peter J. Smith & Co. She stated the proposals were reviewed based on qualifications and experience, proposed approach, consultant availability, and budget proposal. She stated the proposal submitted by Forecast Public Art, HKgi, and Karis Thompson was selected.

Board Members discussed contract negotiation for the Public Art Master Plan consultant including the scope of work.

Ms. Preston moved 1) to recommend to City Commission that the proposal for public art master planning services submitted by Forecast Public Art, HKgi, and Karis Thompson be accepted, and 2) to authorize staff to negotiate a contract with said consultant. Second by Ms. Maland. All Members present voted aye and the motion was declared carried.

### **Item 3: Public Art Projects in Fargo Proposal Recommendations**

Ms. Olson presented a summary of the proposals for public art projects in Fargo which included: 1) Community Signs Project, 2) International Market Plaza Paintings, 3) Madison Park Sculpture, 4) Shakespearefest, 5) Welcome Benches, and 6) Public Art Murals in

Fargo. She reviewed the criteria each proposal was based upon and noted it was recommended by subcommittee review that \$5,000 be allocated to the Shakespearefest and \$10,000 be allocated to the Madison Park Sculpture.

Ms. Del Val declared a conflict of interest on this item and was excused from voting.

Mr. Olsen moved to recommend to City Commission approval of funding for the Shakespearefest and Madison Park Sculpture proposals. Second by Ms. Williams. All Members present voted aye and the motion was declared carried.

**Item 4: Call for Curators Review and Recommendation**

Ms. Olson presented the above item noting the Arts and Culture Commission members are being asked to review these responses and recommend a qualified curator at today's meeting. She added proposals were submitted from the following: 1) Tania Blanich, 2) Anthony Faris, 3) Eric Johnson, and 4) Jill M. Johnson. She added staff has developed a temporary exhibit policy to provide a guideline for future exhibits in City Hall which will be presented to City Commission for approval along with the recommended curator.

Ms. Del Val declared a conflict of interest on this item and was excused from voting.

Ms. Maland moved 1) to accept Tania Blanich's proposal to be the curator for the temporary exhibit at City Hall and 2) to accept the Temporary Exhibits in City Hall Policy as written. Second by Ms. Preston. All Members present voted aye and the motion was declared carried.

**Item 5: Arts Partnership Presentation**

Dayna Del Val, Executive Director for The Arts Partnership (TAP), gave a presentation on the background pertaining to the relationship between the City of Fargo and The Arts Partnership, including the grant process. She noted TAP received \$90,000 in the past two years from the City of Fargo and stated The Arts Partnership is requesting the Arts and Culture Commission consider a \$10,000 increase from \$90,000 to \$100,000, which would allow TAP to re-grant \$70,000 from the City of Fargo, increasing TAP's overall funding.

Ms. Preston stated she believes it would be helpful for TAP to specify the services that are to be provided and how they benefit taxpayers.

**Item 6: 2016 Arts Funds Recommendation**

Community Development Administrator Dan Mahli introduced the 2016 Arts Fund recommendation noting \$110,000 is available in the City's Arts Fund which the Arts and Culture Commission oversees.

Discussion was held regarding the allocation of these funds between The Arts Partnership and the Arts and Culture Commission.

Ms. Del Val declared a conflict of interest on this item and was excused from voting.

Ms. Maland moved to allocate the Arts Fund with \$90,000 going to The Arts Partnership and \$20,000 going to specific public art projects, which the Arts and Culture Commission will oversee. Second by Ms. Preston. All Members present voted aye and the motion was declared carried.

**Item 7: Public Comment/Announcements**

No public comments/announcements were made.

**Item 8: Adjournment**

Mr. Olsen moved the meeting be adjourned. Second by Ms. Preston. All Members present voted aye and the motion was declared carried.

The time at adjournment was 5:28 p.m.

**MEMORANDUM**

**TO:** Arts and Culture Commission

**FROM:** Nicole Crutchfield, Planning Administrator  
Maria Olson, Assistant Planner

**DATE:** December 1, 2015

**RE:** Draft Contract with Forecast Public Art

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At the November Arts and Culture Commission meeting, the Commission requested time to review the scope of services for the public art master plan prior to the agreement being sent to City Commission for approval.

Attached is a draft agreement, scope of work, and original proposal from Forecast Public Art. It is asked that the Commission review these documents and provide feedback. In particular, it is asked that the “Optional Items” outlined within the original proposal be reviewed to determine if any of these items should be included within the scope of work.

*This review is for informational purposes only. No motion for approval is required.*

## **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.

### **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 corporation, 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 Hoisington Koegler Group, Inc. (HKGi) 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 Five Hundred Dollars - \$6,500
<b>Task 2</b>	Thirteen Thousand Dollars - \$13,000
<b>Task 3</b>	Twenty-Two Thousand Two Hundred and Fifty Dollars - \$22,250
<b>Task 4</b>	Nine Thousand Two Hundred and Fifty Dollars - \$9,250
<b>Task 5</b>	Thirteen Thousand Dollars - \$13,000
<b>Reimbursable Expenses</b>	?
<b>TOTAL</b>	

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 XXXX 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
Gabrielle Grinde (Technical)	\$100
Jen Krava (Admin/Technical)	\$100
Karis Thompson (Support Services)	\$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.

### **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.

Forecast Public Art, Inc

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Fargo

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 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 5 tasks. The Consultant team estimates that the project will take 9 months from the execution of the contract with the most intense work occurring between months 1-4. The scope put forward here is likely to evolve as the project advances. Changes to this scope 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. The goal of this task will be to ascertain opportunities for synergy with public arts planning and to identified established vision, goals and strategies that can be complemented and support 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. (Optional Item Public Art Overlay Map)
- 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>	?
<b>Trips/Meetings:</b>	1?
<b>Schedule:</b>	This task will be completed within the first four months following contract approval

#### Task 2. Stakeholder Interviews

Consultant will conduct several (exact number?) meetings with project partners and key stakeholders in order to gain knowledge and a better understanding of the community. 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 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
<b>Deliverable Products:</b>	Meeting Minutes, Executive Summary of Public Engagement
<b>Trips/Meetings:</b>	?
<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.

#### *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 Assigned to Task:</b>	Full Project Team
<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>	?
<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 Assigned to Task:</b>	Jack Becker Bob Lunning
<b>Deliverable Products:</b>	Progress Report, Presentation
<b>Trips/Meetings:</b>	1?
<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

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 Assigned to Task:</b>	Jack Becker 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.

# Scope of Work

## Assessment & Analysis

Our team collects and examines relevant plans, studies and local histories prior to and during our first site visit. We review these to ascertain opportunities for synergy with public arts planning. These plans, including the Fargo Go2030 Comprehensive Plan and the Fargo Municipal Code also provide documentation of community cultural assets and needs, and established vision, goals, and strategies that can be complemented and supported through planning. Specifically, we:

- Review the 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 higher education, and senior/aging resources.
- Examine the design opportunities that the physical environment provides. When possible, photo-document its physical and geographic assets. (See Optional Items for description of a Public Art Overlay Map).
- Analyze the current economy of the area examining existing market studies, needs assessments, and other economic data from a variety of sources.
- Look at marketing and promotional materials (including web sites and electronic marketing materials) and how they portray the community and its arts resources to local audiences and visitors.
- Carefully 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.

## Stakeholder Interviews

Clarifying and establishing consensus regarding a vision is a core part of the planning. This vision will emerge in the early stages of the process, organically building off goals defined by project partners in the Assessment & Analysis phase. Our team approaches planning as both a process and a product that belongs to the community in every respect. Several meetings with project partners and key stakeholders will comprise the community engagement strategy. We conduct interviews and facilitate focus groups composed of a wide mix of stakeholders, including artists, arts organizations, local businesses, educators, government agencies, neighborhood associations, and area nonprofits. Interviews and conversations with these community stakeholders deepen our understanding of community needs and opportunities related to the plan. We would also explore the potential of using the City's website as a venue for further data collection and information sharing.

Through this process of learning about and from the community, we become aware of other individuals and organizations influencing this planning. These may be elected officials, community leaders, and business groups with a stake in the arts and their impact on a range of issues. (See Optional Items for description of process using a Plan Steering Committee.)

## Synthesize Ideas & Define Strategy

Forecast's team 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. It is critical that we create an actionable plan that matches the capacity of existing staff, yet offers strategies for how to grow that capacity and build a more comprehensive public art program.

**Reinvestment and Integration:** We will propose—and offer examples of—ways in which public art helps accomplish goals spelled out in the Fargo Go2030 Comprehensive Plan, including recommendations for governance, management and funding within the city. We will also outline opportunities for participation in the implementation of the plan by nonprofits, for profits, and individuals in the community, as well as outside consultants as needed.

**Vision:** As publisher of *Public Art Review*, the world's leading magazine devoted to contemporary public art, Forecast is very familiar with the need to provide a definition of public art. We consider public art to be a multifaceted field of inquiry, encompassing a wide variety of creative expressions in the public sphere. The possibilities for artistic expression are endless and the benefits of public art are many. It's vital to acknowledge the importance of the process, as well as the product; that public art can be fixed or temporary; and recognize that all kinds of visual, performing, and media art forms can be employed by artists engaging with audiences outside of traditional venues. Our team will work collaboratively with the Commission to define the values and goals for public art that build on existing strengths, as well as address existing weaknesses, since we believe that public art can help to heal, educate, raise awareness and transform otherwise undervalued spaces within a city.

**Structure:** Our team is well qualified to develop recommendations for management, governance and funding systems to insure the City of Fargo has an effective and smooth-running public art program. This includes drafting a program manager job description with necessary qualifications; outlining a typical annual work plan; and drafting policies to guide artist selection, gifts of art, accessioning and de-accessioning, maintenance and conservation instructions and a compendium of best practices.

We will also recommend future funding strategies designed to effectively grow the program. Deciding how public art is funded starts with each community's determination of where it wishes to be along a continuum from "encouraging" to "requiring" art in public and private developments or major improvement projects. These are important decisions based on community values, and vary from city to city. It will be important to gauge Fargo's values prior to recommending an approach. To help with decision making, Forecast can share examples of other cities' approaches. Furthermore, we have researched funding models for public art and have accumulated a list of almost 50 types of support systems being used around the country.

Fargo's Arts and Culture Commission will likely have primary stewardship responsibilities for this plan and the city's growing public art collection. Therefore, the future success of this planning effort depends on the Commission's capacity for public art program oversight, and the City's capacity for public art program management. We have helped clients develop strategies for establishing effective governance systems, strategic recruitment efforts for committee members, and laying out simple guidelines for reviewing and selecting the best artists and proposed works of art. We have facilitated more than 40 different selection panels in the past ten years, including major commissions by Hennepin County Library, University of Delaware, Children's Hospital of Minnesota, St. Louis County, Minnesota, and many more.



## Initial Recommendations

At the midpoint of the planning process, Forecast prepares a progress report and presentation of our initial recommendations to the Arts and Culture Commission and the City Commission. These recommendations 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. Based feedback from the commissions and City staff, we will gather additional information, as needed, and refine the plan for review.

## Final Review and Recommendations

Following the approval of the final draft, we will design a graphically pleasing final report to serve as an engaging tool to communicate the plan to the public. We will also prepare a visually stimulating presentation summarizing the plan for the City Commission and the general public. Our team has produced numerous planning and design documents, including downtown master plans, corridor plans and studies, public space design, and public art master plans. We'll work with the City, the Commission and others to prepare an attractive and comprehensive Fargo Public Art Master Plan report. This document will serve to augment and support the City's goals over the coming decade. Contents of the plan may include (but are not limited to):

- An Executive Summary
- Introduction to the field of public art with current trends and critical issues
- Brief history of public art in Fargo with images
- Vision for Fargo Public Art for the next 10-20 years, and how plan relates to other plans and initiatives
- Public Art Overlay Map (see Optional Items)
- Summary of Assets and Opportunities
- List of best practices and recommended educational activities
- Recommendations for infrastructure, governance, policies, program management, and future funding strategies
- A list of ways public art can serve the City's goals and plan objectives
- Short term work plan for the Commission and City staff to move the Master Plan forward
- Recommendation for process to identify and prioritize projects to implement, create incentives and work in tandem with the city
- Appendices: A variety of related documents, including comparative city data; sample RFQs, contracts, copyright information, maintenance handbook, etc.

## Conclusion

The plan will guide and incentivize investment in public art. In addition to guiding the Commission as it seeks to set policies and facilitate arts and cultural development for the Fargo community, the plan is designed to raise awareness, build understanding, enhance appreciation and leverage support for public art as a valued contributor to the city's growth and long-term success. As the city continues to grow and enhance its national identity, this is an ideal time to establish a role for Fargo's public art.

## Optional Items

### Public Art Overlay Map

People construct mental maps of their community that enable them to move through the city easily. Artworks can become landmarks enhancing these experiences. The clues people currently employ to find their way around Fargo provide a starting point for a Public Art Overlay Map. By taking these patterns into account, public art becomes embedded in the physical and cultural contexts of Fargo. As these enduring artworks form part of the community's collective memory and of Fargo's wayfinding system, public art becomes a shared experience of place and of story. Therefore, locating artworks requires a poetic touch as well as a designing eye.

Before and after the snow melts we will tour the city to explore and photograph sites, corridors, entries and other potential opportunity zones as part of a citywide location analysis. In conjunction with our review we will conduct a series of mapping exercises with stakeholder groups aimed at identifying places of importance to the community, locating existing public art, built and natural features that characterize Fargo, and other data that will inform the creation of the Public Art Overlay Map to accompany the Plan. The map will serve as a valuable planning and implementation tool, used to identify priority sites (short and long term), as well as improvements and developments in which public art could significantly contribute.

### Public Art Steering Committee

In addition to working closely with City staff, the Arts and Culture Commission, and holding interviews with key leaders, it may be helpful to establish a Plan Steering Committee. If this option is added to our scope, Forecast will develop the recruitment process, job description and meeting calendar for this group of 20-25 individuals. The group should be inclusive, diverse, and represent a wide range of community stakeholders. Forecast will facilitate up to four meetings of the Steering Committee over the course of the planning process and provide the group with monthly updates. A secondary value of having a Steering Committee is the ambassador role committee members play within their own work and social spheres, helping raise awareness and buy-in for the plan.

### Community Education

Forecast invites community members to see their environments in new and inspiring ways. We start by raising awareness of public art throughout the world and the ways artists engage communities to transform everyday spaces and everyday lives. We value helping the larger community gain this awareness—in addition to key stakeholders participating in meetings and interviews—because having only a few community members who really appreciate public art can create challenges in securing broad support going forward. With the help of veteran community engagement specialist Karis Thompson, based in Fargo, we will broaden our community engagement process and invite all community members to weigh in. We will launch the planning process with a lively community event featuring a “Public Art 101” presentation, a local musician, food (of course) as well as some hands-on art activities that offer some level of “temperature-taking” in terms of perception toward public art and its role/potential role in the city. We will engage the media and online social media strategies to further engage the public in the process. Likewise, once the plan is complete and we share our findings with the community at large, they will feel like they knew it was coming and be excited to see how it turned out.

### **Public Art Possibilities**

Forecast will involve the local/regional artist community by inviting them to contribute their ideas for public art projects at sites of their choosing anywhere in Fargo. A call for participation will be followed by an invitation to a select group of artists, who will be offered a small stipend for their time. Forecast will host a “Making It Public” workshop designed 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” will subsequently be published as a short-run, photocopied booklet. This eclectic collection of project concepts will give artists a chance to explore their city in a new way and create materials that will fire the imaginations of community members, including some who may wish to further engage the artists. Each page will include a rendering of the concept and a brief description by each artist. While we will make it very clear at the outset that these are hypothetical concepts and there is no funding to produce any of the projects, it is conceivable that one or two demonstration projects could be implemented at the discretion of the Commission if support is offered.

*NOTE: See Appendix E for an itemization of tasks, personnel and approximate budgets pertaining to each of the above Optional Items.*



## **Appendix D:** *Fees & Compensation*



## Forecast/HKGi/Thompson

### 2015 HOURLY RATES

Jack Becker (Project Lead)	\$215/hour
Jeff McMenimen (Associate)	\$165/hour
Bob Lunning (Associate)	\$150/hour
Gabrielle Grinde (Technical)	\$100/hour
Jen Krava (Admin/Technical)	\$100/hour
Karis Thompson (Support Services)	\$80/hour

#### Incidental Expenses:

Mileage	current federal rate/mile
Photocopying BW	\$0.15/page
Photocopying Color	\$1.00/page
Outside Printing	Actual Cost

**Appendix E:**  
*Work Plan Schedule and Cost Allocation*

PROJECT CALENDAR	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCTOBER	NOVEMBER	DECEMBER	TOTAL	BUDGET
<b>PLAN OBJECTIVES</b>													
<b>Assessment and Analysis</b>												10%	6,500
Review documents and resources	BL/JM/JK												
Review current collections, sites	BL/JB/GG			KT/JK									
Preliminary location analysis		JB/BL		follow up									
<b>Stakeholder Interviews</b>												20%	13,000
Facilitate conversations			JB/BL/KT										
<b>Synthesize Ideas/Define Strategy</b>												35%	22,250
Vision, Goals and Strategies				JB/BL/JM + team									
Governance, Management, Funding				JB/BL + team									
<b>Initial Recommendations</b>												15%	9,250
Draft and Present Interim Report					JB/BL								
<b>Final Review and Recommendations</b>												20%	13,000
Draft, edit, design, review							JB + team						
Presentations									JB/BL				
<b>CONSULTING TEAM INVOLVEMENT</b>	13%	13%	11%	14%	14%	14%	10%	8%	3%			100%	\$65,000 + exp
JB - Jack Becker	5%	3%	3%	4%	4%	3%	2%	2%				26%	
JK - Jen Krava	1%	1%	1%	2%	2%	2%	2%	1%				12%	
BL - Bob Lunning	3%	3%	2%	2%	3%	3%	2%	1%				19%	
JM - Jeff McMenimen	2%	3%	2%	2%	2%	1%	2%	1%				15%	
GG - Gabrielle Grinde	1%	1%	1%	2%	1%	3%	1%	2%	2%			14%	
KT- Karis Thompson	1%	2%	2%	2%	2%	2%	1%	1%	1%			14%	
<b>OPTIONAL ITEMS</b>													
Public Art Overlay Map													\$10,000
			BL/JM/JB	GG/JK	GG/JK								
Plan Steering Committee													\$5,000
	JB/KT/BL		JM/KT		KT/JB			JB + team					
Community Education													\$3,500
		JK/JB/KT +				KT +			KT/JB/BL				
Public Art Possibilities													\$6,000
			JB/JK/KT	KT/JK	JK/KT	KT	JB/KT/JK						plus artists' fees

#### CONSULTING TEAM INVOLVEMENT

**JB** - Jack Becker  
**JK** - Jen Krava  
**BL** - Bob Lunning  
**JM** - Jeff McMenimen  
**GG** - Gabrielle Grinde

#### NOTES:

- The above list of tasks, including initials of key individuals involved for each area, is an estimate that is subject to change based on variables, including what, if any, Optional Items are selected.
- We estimate 4-6 visits to Fargo will be required, including stays of up to four days. The number of team members participating in each visit will vary.
- Cost estimates for Optional Items are preliminary, and do not include any additional travel or expenses.

**MEMORANDUM**

**TO:** Arts and Culture Commission  
**FROM:** Nicole Crutchfield, Planning Administrator  
**DATE:** December 9, 2015  
**RE:** Fargo Flag

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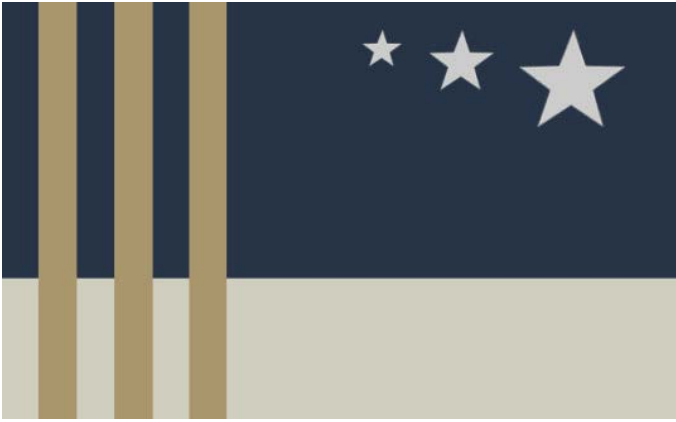
Attached are the top ranking public votes for the Fargo Flag competition that occurred this summer. Dayna del Val will be present at the meeting to highlight the process and share observations on behalf of The Arts Partnership.

Staff encourages discussion regarding any other observations. Staff also seeks future direction for this program. Staff's recommendation is to receive and file the information and results and to forward the information to the City's communications manager. The City of Fargo Administration office is working on some public campaign messaging, such as slogan development and website development.

*This review is for informational purposes only. No motion for approval is required.*



1. 528 Votes



2. 436 Votes



3. 423 Votes



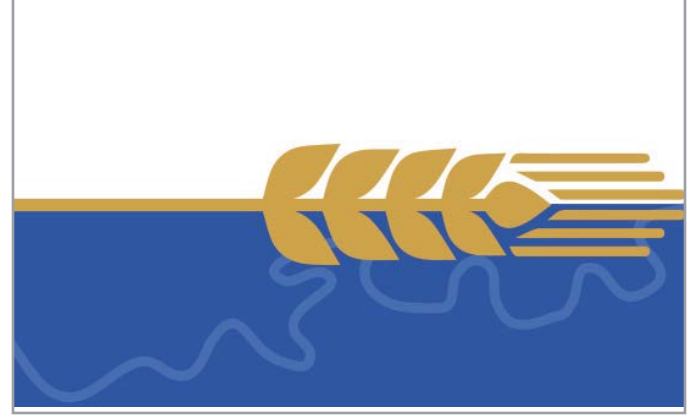
4. 402 Votes



5. 327 Votes



6. 276 Votes



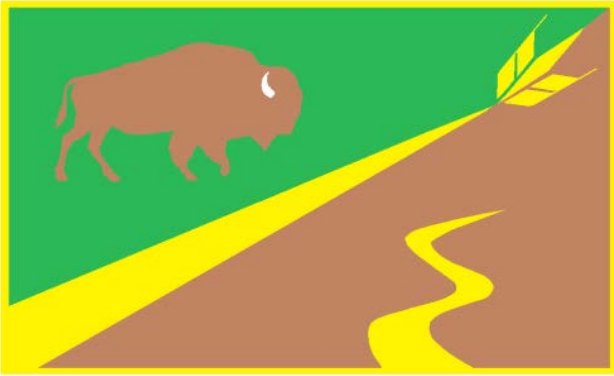
7. 272 Votes



8. 231 Votes



9. 187 Votes



10. 180 Votes



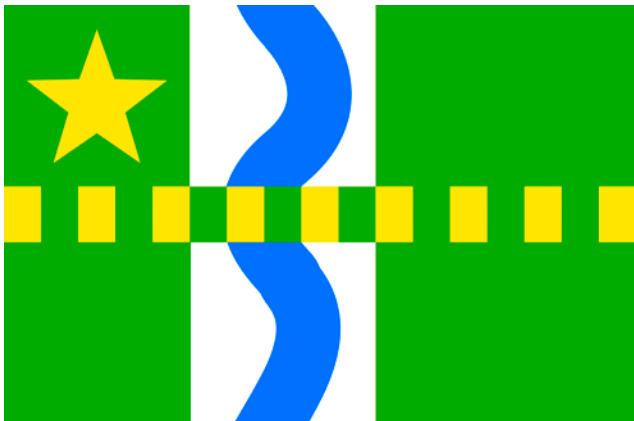
11. 122 Votes



12. 116 Votes



13. 107 Votes



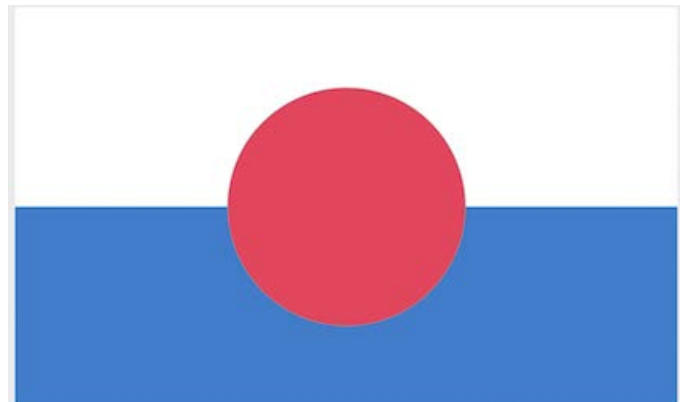
14. 102 Votes



15. 94 Votes



16. 94 Votes



# FIRST YEAR WORKPLAN PROPOSAL

## Workplan Items:

### Priority 1:

The following items will be the first items to be addressed by the Arts and Culture Commission.

Create Policies and Procedures for Acquisitions, Commissions, Loans, Temporary Installations, and Performances.

Create Policies and Procedures for Maintenance and Accessioning.

Identify and Create Records of all Artwork Owned by the City.

Create and Adopt Formal Public Art Policies and Procedures

### This will Enable the Commission to:

Initiate First Commission

Take Action on Proposals from the General Public, such as Artists, Developers, or Non-Profit Organizations.

Evaluate Maintenance Needs and Create a Maintenance Plan for Existing Artwork.

Provide Information and Education to the General Public about the City's Public Art Collection.

### Priority 2:

The following items will be addressed within the first year as time allows.

Initiate the Creation of a Public Art Master Plan.

Recommend to City Commission a Preliminary Scope for a Public Art Master Plan.

Monitor Future Capital Improvement Projects and Identify Possible Public Art Opportunities

Draft and Send Out RFP for Plan to Qualified Consultants.

Identify and Pursue Available Grant Opportunities to Help Fund the Plan.

Garner Support for Specific Projects and Provide Direction for Next Year's Workplan and Budget.

Identify Existing Funding and Grant Opportunities that May Align with Future CIP Projects.