



Ellensburg Arts Commission Agenda

Regular Meeting, 4:00pm

Thursday, October 14, 2021

Join Zoom Meeting

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<https://us02web.zoom.us/j/88665949807?pwd=eHdlcytxSlYwYXI1VGIBYjVYMGZQT09>

Meeting ID: 886 6594 9807

Passcode: 757250

One tap mobile

+12532158782,,88665949807#,,,,*757250# US (Tacoma)

1. **CALL TO ORDER** Welcome Guests
2. **APPROVE AGENDA**
3. **CITIZEN COMMENT ON NON-AGENDA ITEMS** (Limit to three (3) minutes each)
4. **GUEST SPEAKER/PRESENTER/CORRESPONDENCE**
5. **MINUTES APPROVAL** September 2021
6. **BUDGET/FINANCIAL REPORT**
2021 Spending Plan
7. **NEW BUSINESS**
8. **OLD BUSINESS**
9. **SUBCOMMITTEE BUSINESS**
 1. Funding- Jerry, Cassandra
 2. Public Art- Monica, Alex, Jerry
 3. Advocacy/Public Relations- Monica, Cassandra, Brian
 4. Art Walk- Laura, Gwen
10. **UNSCHEDULED BUSINESS**
11. **ANNOUNCEMENTS**
12. **ADJOURNMENT** Next meeting will be held: October 14, 2021



Ellensburg Arts Commission Meeting Minutes

Regular Meeting

Thursday, September 9, 2021 4:00 pm

ZOOM

Commissioners Present:

Alex Eyre, Monica Miller, Laura Bobovski, Jerry Dougherty, Cassandra Town, Brian Kooser

Commissioners/Others Absent: Gwen Budnik, excused

Others Present: Staff Liaison Josephine Camarillo, Tristen Lamb (Council Liaison), Nicole Klauss (PIO)

Call to Order: Eyre called the meeting to order at 4:00pm

Guests: Drew Houck, IT

Approval of Agenda: Motion made by Dougherty to accept agenda; seconded by Bobovski. Motion passed.

Citizen Comment on Non-Agenda Items – None

Guest Speaker/Presenter/Correspondence – Drew Houck, City Email for Commissioners now available.

Contact Josephine for initial login instructions.

Approval of Minutes from August 12, 2021: Dougherty motioned to accept minutes. Seconded by Bobovski. Approved.

Budget/Financial Report- 2021/22 Spending Plan and Council

Josephine presented 2021/2022 EAC Spending Plan to Council on Sept. 7, 2021. Council approved plan and necessary budget adjustments.

The 2021 Spending Plan requires an increase of budgetary expenditure authority of \$29,544. This reflects carryforward of transit shelter project budget authority (\$37,837) and several 2020 arts commission grants carried forward due to the pandemic (\$6,397), and an increase to expenditures to align with the spending plan (\$888). This also includes a shift of expenditures from employee staffing to professional services, of approximately \$15,578. Staffing had been provided by the City's Economic Development Manager position, which is unfilled as part of the changing operational arrangement with Ellensburg Business Development Authority (EBDA) doing business as CenterFuse. Expenditure amount carryforward of transit shelter project \$37,837 2020 arts commission grants carried forward due to the pandemic \$6,397 Spending plan adjustment \$888 Shift of staffing expenditures to professional services -\$15,578 Total Change of Expenditure Authority \$29,544.

Commission decided that incomplete 2020 grants will not roll over to 2022. Dougherty will check with 2021 grantees regarding status of their project/program. Incomplete 2021 projects/programs still uncertain if it will be rolled over to 2022. Clarification, Cultural Assessment funds to be taken:

2021- \$10,000 and 2022- \$3000.

New Business

2021 Arts Treasure Award: With the passing of Don O'Connor, Miller would like to nominate him for City of Ellensburg Arts Treasure 2021 and purchase

MOTION

Miller motions to award Don O'Connor, posthumously, the City Arts Treasure Award for 2021 and waive stipend. Town seconds. Motion passed.

Purchase of his art to be discussed in October.

Old Business

11th Bus Shelter Update- Artist Brooklin Shelley in process of revising artwork into proper format. She will be submitting reformatted artwork by August 16.

Subcommittee Business

1. Funding – Grant application has been promoted, 1 applicant received so far, funding opportunities coming up from Dept. of Commerce, Cultural Assessment will be needed in order to apply
2. Public Art – Plaques are getting done, Vichayapai install coming down and will be installed at Morgan Middle School
3. Advocacy/Public Relations – Attending Cultural Congress (Monica, Jerry)
Sept. 16th next assessment meeting, hope to meet with potential partners, would like EAC becoming a member of Inspire WA, they have membership levels, will discuss further at next meeting.
4. Art Walk – continuing with venues, looking for missing signs: monster melts, iron horse

Unscheduled Business

Announcements

Sept. 25 Parade 10am, Paint Ellensburg

Next Meeting will be held: October 14, 2021

Submitted by Josephine Camarillo, Staff Liaison

Minutes approved:

Commissioners: Alex Eyre (Chair), Monica Miller (Vice Chair), Laura Bobovski, Cassandra Town, Jerry Dougherty, Brian Kooser, Gwen Budnik

City of Ellensburg – City Art Collection Loan & Exhibition Agreement

This agreement is made on _____ (“effective date”) between the City of Ellensburg, 501 N Anderson Street, Ellensburg, WA 98926 (hereinafter referred to as the “City”) and the Ellensburg School District (herein referred to as the “School”), 1300 East 3rd Avenue, Ellensburg, WA 98926, for the loan of certain artwork owned by the City to the School for exhibition purposes.

A. Background

1. **Title/Description/Ownership of Artwork:** No title. Subject: Racial Equity. The Artwork is owned by the City of Ellensburg. See Exhibit A.
2. **Artwork Materials:** Quilt material, fabric.
3. **Location of Artwork Installation:** Morgan Middle School, 400 E 1st Ave, Ellensburg, WA 98926, Ruby Street Entrance.
4. **Value of Artwork:** \$2500
5. **Loan Start Date:**
Artwork deliver date:
Artwork Installation Date:
Loan Termination Date:

NOW, THEREFORE, the parties agree to the following:

B. Agreement

1. **Loan:** The City grants to the School a loan of the Artwork, subject to the terms and conditions of this Agreement.
2. **Transfer:** City agrees to assign a representative of the Ellensburg Arts Commission to oversee the transfer and installation of the Artwork. School agrees to transport and install artwork and, if necessary, provide additional lighting according to the direction of the Arts Commission representative. Placement is agreed to be at the entryway at the Ruby Street entrance of Morgan Middle School as shown in Exhibit B.
3. **Copyright Permission:** The City authorizes the School, to photograph and reproduce in any media the loans for catalogue publications and for archival, educational, and publicity purposes only. Unless otherwise instructed in writing, School will grant credit to the City and Artist as specified on the face of this agreement in any labels or publications. If there is more than one piece of Artwork subject to this Agreement, the information required on page one of this Agreement must be provided by School in writing attached hereto and incorporated herein for each piece of Artwork. The School shall have no obligation or liability hereunder for any piece of Artwork that is not identified and described in writing as required herein.
4. **Insurance:** Unless the City elects to maintain its own insurance coverage for the loan period, the School will insure this Artwork under an all risk property insurance policy, for the value of the Artwork indicated on the face of this agreement, against all risks of physical loss or damage from any external cause while on location during the period of the loan. The policy referred to contains limitations for acts of God and the usual exclusions for loss or damage due to wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to and resulting from any authorized repairing, restoration or retouching process, or due to such causes as hostile or warlike action in time of peace or war, atomic, nuclear or radioactive force, reaction or contamination, insurrection, rebellion, civil war, usurped power, action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation,

confiscation by order of any governmental or public authority, or risks of contraband or illegal transportation or trade.

5. Liability for Damage: The risk of loss or damage to the Artwork shall be borne solely by City until the School takes possession and accepts the Artwork. If the Artwork is lost or damaged while on public display, the School's liability shall in no event exceed the value of the Artwork stated in Section A.4 of this Agreement.

6. Termination: The Artwork shall remain in the possession of the School in the location for which it has been borrowed, and no other location, for the time specified in this Agreement. Either Party has a right to terminate this Agreement for convenience by giving the other Party ninety (90) days' written notice. "Termination Date" means the ninetieth (90th) day after the date of the terminating party's written notice, unless the parties mutually agree otherwise. In the event of termination, the school shall de-install the Artwork and notify the City that the Artwork is available for the City to remove from the School. The artwork will be returned only to the City at the address shown in this agreement unless the School is notified in writing of a different location for return.

7. Extension of Term: At the end of the Loan Agreement Date, the loan may be extended as shall be agreed by mutual written agreement of the parties. If no action is taken by either party within sixty (60) days of the Termination Date, the Agreement will terminate as of the Loan Termination Date per Section A.5.

8. Preservation: Except in case of emergency to preserve the Artwork, the Artwork will not be cleaned, restored, or otherwise altered without the written consent of the Lender except in an emergency, in which case the City will be notified in writing.

9. Warranty of Ownership: The City warrants that it has all right, title and ownership interest in the Artwork, and that the Artwork is not subject to any ownership, lien, encumbrance, copyright infringement or other claim by any other person or entity. The City agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement unless it obtains the advance written agreement of Institution.

10. Governing Law/Venue: This Agreement shall be governed by and construed under the laws of the State of Washington. Any claim or lawsuit from or incident to this Agreement shall be brought in Kittitas County, Washington. Each party shall bear its own attorneys' fees incurred in any claim or lawsuit made or brought against the other party arising out of this Agreement.

11. Assignment: This Agreement may not be assigned by either party without the express written consent of the other, in advance.

12. Integration: This Agreement and attachments referenced herein, if any, constitute the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to the either party shall be sent to the parties at the addresses set forth above by registered or certified mail, return receipt requested or overnight mail service, with proof of delivery.

IN THE WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

City Manager Signature:

School Board Representative:

Heidi Behrends-Cerniwey

Board Name

Exhibits:

- Exhibit A: Picture of Artwork with Description
- Exhibit B: Picture of Location for Installation of Artwork.