AGENDA
February 21, 2019
5:30 PM
54B District Court, Courtroom 1, 101 Linden Street

1) Opening
   A) Roll Call
   B) Approval of Agenda for February 21, 2019
   C) Approval of Minutes for January 17, 2019

2) Communication from the Audience

3) Written Communications

4) Reports
   A) Chairperson
   B) Council Liaison
   C) East Lansing Arts Festival Liaison
   D) Staff Report

5) Committee Reports
   A) Cultural Arts Planning

6) Business Items
   A) Ordinance 1339 Applications (Action Requested)
      i. Coolidge Road Geriatric/Psychiatric Facility (Troy Bertsch)
   B) FY2020 Public Art Fund Budget (Action Requested)
   C) Other

7) Discussion Items
   A) 2019 Art Festival Collaboration
   B) Mural Projects
   C) Other

8) Adjourn
Minutes
January 17, 2019
5:30 PM
East Lansing Hannah Community Center, Rm 211
819 Abbot Road

Present: Chairperson Sarah G. Triplett, Vice-Chairperson Meegan Holland, Commissioners Lisa Biering, Matt Borghi-Weil, Jessica Gregg, Tedda Hughes, Karen Jennings and Radhika Sen.

Others: Councilmember Aaron Stephens and Staff member Wendy Wilmers-Longpre

Absent: None

1) Opening
   A) Roll Call
      The meeting was called to order at 5:36 pm.

   B) Introduction of New Commission Member Radhika Sen
      Chairperson Triplett introduced new Commission member Radhika Sen and welcomed her to the Commission. Commissioners introduced themselves.

   C) Approval of Agenda for January 17, 2019
      Moved by Commissioner Holland, seconded by Commissioner Gregg to approve the January 17, 2019 agenda as presented.
      YEAS: All
      NAYS: None

   D) Approval of Minutes for December 20, 2018
      Moved by Commissioner Biering, seconded by Commission Jennings to approve the December 20, 2018 minutes as presented.
      YEAS: All
      NAYS: None

2) Election of Officers
   A) Election of Chairperson
      Councilmember Stephens called for nominations for Chair.

      Commissioner Holland nominated Commissioner Triplett for Chairperson. Commissioner Hughes nominated Commissioner Borghi-Weil for Chairperson. Commissioners discussed the process for nominating Chair
and Vice-chair and Commissioner Hughes asked for there to be a discussion of the process before the January meeting next year.

Councilmember Stephens closed the nominations and called the question. Votes for Chairperson were recorded as follows:

- Triplett: Four
- Borghi-Weil: Two
- Abstain: Two

B) Election of Vice-Chairperson

Councilmember Stephens called for nominations for Vice-chair.

Commissioner Hughes nominated Commissioner Holland. Councilmember Stephens closed the nominations and called the question. Votes for Vice-Chairperson were recorded as follows:

- Holland: Seven
- Abstain: One

3) Communication from the Audience

None

4) Written Communications

The written communications that were included in the packet were reviewed.

5) Reports

A) Chairperson

Chair Triplett reported that she will be revisiting the date and time for a visit from the group from Southfield so that more Commissioners could participate in the discussion. She also shared information with the Commission about art related discussions she has been involved in with the City of Lansing. She is going to be meeting with Mayor Meadows to discuss arts in East Lansing and to ensure he is aware of the discussions and activities happening in Lansing.

B) Council Liaison

Council Liaison Stephens reported that he has been discussing increasing the Cultural Arts Grant funding level with the City Manager and other Councilmembers. He has suggested an increase of $15,000. Commissioners asked if the funding level could be increased and City Council could also contribute funds directly to the larger festivals (Art Festival and Jazz Festival) so the Festivals didn’t have to apply for Cultural Arts Grants every year. Stephens also discussed the status of the development on Abbot Road and Albert Avenue.
C) East Lansing Arts Festival Liaison
   Vice Chair Holland reported that the Art Festival is diligently raising funds. She reported that the video they made unfortunately didn’t generate enough revenue to pay for the costs of production.

D) Staff Report
   Staff Longpre reviewed the items presented in the staff report in the packet.

6) Committee Reports
   A) Cultural Arts Planning
      Chairperson Triplett has developed an outline of an RFP for the Cultural Arts Plan that she will forward to the Commissioners to review.

7) Business Items
   A) Arts Commission Representative on East Lansing Hannah Community Center Committee
      Council Liaison Stephens provided a summary of the purpose and goals of the Committee. Chair Triplett nominated Commissioner Jennings, Vice-chair Holland seconded the nomination. Commissioner Jennings accepted the nomination.

      Jennings: Eight
      Abstain: None

B) Other
   No other items were discussed.

8) Discussion Items
   A) Facilitated Cultural Planning Discussion, Jerry Jennings
      Chair Triplett welcomed Jerry Jennings to the meeting. Mr. Jennings summarized the discussion from the December meeting and guided the Commission through additional discussions. Commissioners reached consensus on the following vision for arts in East Lansing

      Engaging community through authentic artistic experiences

B) Other

9) Adjourn
   Vice Chair Holland moved, Commissioner Jennings seconded to adjourn the meeting.
   YEAS: All
   NAYS: None

   The meeting was adjourned at 7:55 pm
MEMORANDUM

TO: Arts Commission

FROM: Wendy Wilmers Longpre, Assistant Director

DATE: February 18, 2019

SUBJECT: February 21, 2019 Staff Report

Staff has the following items to report:

1. The Art Commission Meeting Attendance Chart is attached for Commissioner information.

2. Commissioners requested an update on the Bailey Performance Art Space which will be provided at the meeting.

Attachments (1)
East Lansing Arts Commission Meeting Attendance

<table>
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<td>Erin Sedmak</td>
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ARTICLE 5: BOARDS AND COMMISSIONS Division One Sec. 2-243. Removal of members.

Unless otherwise provided by this Code or by law, members of boards and commissions established by this article shall serve at the will of the council. Nonattendance at three regularly scheduled consecutive board or commission meetings or 90 days, whichever is longer, is hereby determined to constitute neglect of duty and shall automatically create a vacancy without further action. Except in a circumstance of an automatic vacancy under this provision, any commission or board member removed by city council during their term may request a hearing before city council and receive an explanation of the reason for their removal. A member may request the city council to grant a leave of absence, not to exceed 120 days from a board or commission. Such leave may be granted upon the request of the commission and upon a majority vote of the city council prior to the commencement of the leave of absence.

2/18/2019
MEMORANDUM

TO: East Lansing Arts Commission

FROM: Wendy Wilmers Longpre, Assistant Director

DATE: February 18, 2019

SUBJECT: Public Art Requirement

Coolidge Road Inpatient Geriatric Psychiatric Facility

Leo Brown Group is constructing a 15,275 SF building on Coolidge Road, near Coleman Road, for the purpose of housing an inpatient geriatric psychiatric facility. Under Sections 50-38(6) of Ordinance 1339, Public Art Ordinance, Leo Brown Group has an obligation to include public art as part of the project. Attached is a complete Public Art Requirement Supplement for this project.

Leo Brown Group proposes to fulfill the art requirement for this project by installing an original sculpture by Jonpaul Smith at the entrance to the facility (see pages 11 and 12 in the attached Public Sculpture Proposal).

Jonpaul Smith is an artist working out of Cincinnati, Ohio. He earned his MFA from the University of Ohio in 2005 and is known for his woven and constructed paper pieces. Mr. Smith has studied fine arts at the University of Wollongong in Australia, and completed a residency and exhibition in Budapest-Hungary, Paducah-Kentucky. He has exhibited works throughout the world and has been featured in many prominent solo exhibitions. Page 3 of the attached Public Sculpture Proposal provides a detailed biography for Mr. Smith.

The artwork is proposed to be an 84” tall, 22” wide vertical sculpture fabricated from fiberglass. The human form of the sculpture will be enveloped in an intricate woven or lace pattern and is intended to present a welcoming and familiar form in a contemporary. The cost of the proposed sculpture and installation is estimated at $25,000.

When considering public art proposals under Ordinance 1339, the responsibility of the Arts Commission is to review the proposed public art application for compliance with the requirements and standards of Sec. 50-38(6) of the City Code and to make a recommendation to the City Council as to whether or not the proposed public art is in compliance with the Code. If the Commission determines the proposed public art is not in compliance, it shall advise the applicant and City Council of the reason it is not in compliance and what steps may be taken to have the proposed public art comply with the applicable requirements and standards.
As such, the Arts Commission should review the application from Leo Brown Group for compliance with the following four standards:

1. It must meet the definition of Public Art by its proposed location. If it is located outdoors on private property, it must be highly visible from public areas, and if located indoors it must be in an interior area that is highly traveled by the public.
2. It must be a Work of Art, defined to mean all forms of original creations of visual art, including, but not limited to: sculpture, painting, mosaics, mixed media, performing arts, digital art, or architecture (provided it meets the criteria of 2-313a).
3. The art must cost 1% of the total project cost, up to $25,000. This cost can include the cost of the work of art and its installation, identification plaques and labels, water works, electrical and mechanical devises and equipment which are an integral part of the work of art, and frames, mats and simple pedestals necessary for the proper presentation of the works of art.
4. The work of art must not be: a reproduction (except limited editions controlled by the artist); art objects which are massed produced or of standard designs (such as playground sculpture or fountains); or exhibitions, marketing and educational programs.

With Arts Commission concurrence, the following motion is suggested:

Move that the Arts Commission has reviewed the Public Art Requirement Supplement and supporting documents, dated August 30, 2018, for the Leo Brown Group Geriatric Psychiatric Facility, Coleman Road, to determine compliance with the requirements and standards of Sec. 50-38(6) of the City Code and accepts it as meeting the public art requirements for the Project subject to the following conditions:

1. Review and approval of the sculpture location from the Department of Planning, Building and Development; and,
2. Review and approval of the sculpture installation methods from the Building and Housing Division of the Department of Planning, Building and Development.

A representative for Leo Brown Group will be available at the February 21, 2019 Commission meeting to provide further detail about the art requirement proposal and to answer any questions the Commission may have.

Attachments (2)
City of East Lansing
Public Art Requirement Supplement

Date: 08/30/18  Project Name: INPATIENT GERIATRIC PSYCHIATRIC FACILITY

Property Address: COOLIDGE RD (NEAR COLMAN) EAST LANSING MI

Total Project Cost: $3,500,000 x 1% = Value of Art $25,000
(Max $25,000)

Applicant Name: Troy D Bertsch  Signature:

This application is to be completed by the Land Use Development Applicant for the above mentioned project. Please complete this application as thorougly as possible. The information requested is necessary to properly perform a public art review and ensure compliance with section 50-38(6) of the City Code. Questions regarding this supplement can be directed to the department of Parks, Recreation and Arts, 517-319-6940.

Project is exempt from Public Art Requirement (check appropriate box if applicable):

☐ The application of this requirement would constitute a governmental taking or otherwise be contrary to law. Please contact the Zoning Administrator for further instructions.
☐ A detailed narrative of the basis for an exemption from requirement pursuant to section 50-38(6)d.
☐ The project cost is less than $500,000.
☐ The project is a residential project containing fewer than four (4) residential units.
☐ The applicant intends to donate an amount equivalent to the value of art shown above to the public art fund. (Donation is due upon submission of the building permit)
☐ The project is a renovation of an existing building and has a total project cost less than $2.5 million.

For office use only:
☐ Approved by Zoning Administrator:  Date: 
☐ Donation received. Date:  Check#:  Accepted by: 

Public Art information (select one option below):
☐ Applicant intends to donate a piece of public art to the City of East Lansing, OR
☐ Applicant intends to install a piece of public art on its property
  Location: ☐ Interior - Attach floor plan showing location of art
  ☐ Exterior - Attach site plan showing location of art

Art Format:
☐ Sculpture  ☐ Painting  ☐ Mosaic  ☐ Mixed Media  ☐ Performing Art  ☐ Digital  ☐ Architecture
☐ Other: __________________________

Artist information:

Name: ____________________________  Phone: ____________________________

Address: __________________________

Email: ____________________________  Website: ____________________________

Required attachments:
☐ Floor or Site Plan  ☐ Full color rendering of art piece, to scale  ☐ Documentation to demonstrate the value of the art piece

For office use only:
Received by: ____________________________  Date: ____________________________

Art Commission Action: ☐ Approved  ☐ Denied

Rev. 01/17
EAST LANSING HEATHCARE PARTNERS
PUBLIC SCULPTURE PROPOSAL

PREPARED BY JONPAUL SMITH

FEBRUARY 2019
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<td>Maintenance and Accessibility</td>
<td>12</td>
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<tr>
<td>Artist Resume/CV</td>
<td>13-18</td>
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Artist Statement

I am inspired by the complex relationships of systems and patterns that control and dictate the world in which we live. I approach my woven and constructed paper pieces from a variety of perspectives but common to all are the processes of disassembly and reassembly. My materials consist of my original traditional and non-traditional prints, paper ephemera, and the packaging of everyday household items. I try to create a conversation through imagery or solely based in aesthetic color choices. My complex, tapestry-like constructs, make use of (and, in a sense, refine) pop culture imagery.

Artist Biography

Smith received his M.F.A. and Graduate Certificate in Museum Studies from the University of Cincinnati, D.A.A.P. His B.A. is from Hanover College in Indiana and he also studied fine arts at the University of Wollongong in Australia. Smith frequently conducts visiting artist seminars, recently taught at Hanover College teaching printmaking and photography, and completed a residency and exhibition in Budapest-Hungary, Paducah-Kentucky and was the working artist in residency at Tiger Lily Press in Cincinnati, OH where on completion was asked to be a member on their board.

Smith has exhibited in California, Ohio, Indiana, Kentucky, Florida, Georgia, New York, New Jersey, Missouri, Virginia, Idaho, Washington, Oregon, South Carolina, Australia, Canada, England, France, Spain, Budapest-Hungary, Kyoto-Japan, Penang-Malaysia and Sofia-Bulgaria along with multiple other venues. He has been featured in many prominent solo exhibitions, and was selected for the 2006 “New American Paintings Juried Exhibition-in-Print,” No. 65 along with their 15th anniversary issue. Collections include Cincinnati Art Museum; University of Cincinnati; Purdue University Print Archive; Avalere Health; Kyoto International Woodprint Association; Universiti Sains Malaysia print archive; Art-O-Mat; Hungarian Multicultural Center; Knowledgeworks Art Collection; Hanover College; Language Logic; U.S. State Department; M. L. Greiner, among others.
Artwork Examples
Artwork Examples
Artwork Examples
Sculpture Proposal/Description

My proposal consists of one vertical sculpture based on my current body of work. It will be located at the main entrance of East Lansing Healthcare Partners proposed building. This sculpture represents the idea of a familiar, welcoming human form. This form has deep historic roots but I hope to push this into the contemporary realm. My interpretation will have a intricate pattern enveloping the entirety of the form/sculpture.

The sculpture will be fabricated out of fiberglass, a material well suited for outdoor sculpture in Michigan. Underneath this fiberglass shell will be a solid core of polystyrene foam for support and structure. The finished outer layer will be either a painted doily pattern or a painted weave pattern. This then receives multiple layers of polyurethane.

I want the piece to have both bold and balanced contrasts. I can visualize this sculpture catching the eye of visitors to the building, those walking along Coolidge Rd. or on the buildings campus. I also believe the boldness of the doily or the vibrant color of the weave will enhance the natural beauty of the campus through complimenting the proposed landscaping plan.

The finished sculpture will be installed on a concrete pad, matching the base of the sculpture in size. This pad will support the metal base that the sculpture will have attached. This metal plate allows for four bolts to pass through the metal plate on the sculpture securing it to the concrete pad. Around the sculpture will be a sidewalk to allow access to the building, and full access and mobility around the sculpture.
Artistic Sculpture Rendering - Weave
Artistic Sculpture Rendering - Doily
Sculpture Dimensions

72” H
22” W
12” H
The sculpture is to be placed at the main entrance of East Lansing Healthcare Partners proposed building. The finished sculpture will be installed on a concrete pad, matching the base of the sculpture in size. This pad will support the metal base that the sculpture will have attached. This metal plate allows for four bolts to pass through the metal plate on the sculpture securing it to the concrete pad.

Around the sculpture will be a sidewalk to allow access to the building, and full access and mobility around the sculpture.
# Preliminary Budget

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<th>Description</th>
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<td>Graphic artist fees</td>
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<tr>
<td>Maquettes</td>
<td>$500</td>
<td>Created for a 3-D scanning, plaster, plasticine</td>
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<td>3-D digital scanning</td>
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<td>Digital file, Life-size foam structure</td>
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<td>Foam to fiberglass</td>
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<td>Fabrication, application of exterior fiberglass shell</td>
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<td>Finishing</td>
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<td>Painting and finishing</td>
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<td>Travel for site visits</td>
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<td>Site development</td>
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Maintenance

Maintenance issues should be minimal since the materials for this piece are sculpture grade fiberglass. An occasional washing with low-pressure should be sufficient for cleaning the sculpture. I will not be responsible for any cleaning and any repairs to the sculpture once installed. An art conservator or myself can be asked to enter a bid for such issues if they may arise.

Accessibility

Public access for all differently abled people should not be a problem since the sculpture is enveloped within the sidewalks leading to and around the entrance. All sidewalks are wheelchair accessible.
jonpaul smith
(jonpaulsmith.com)

Education
2005-2003  
M.F.A., DAAP, University of Cincinnati, Cincinnati, OH
2005  
Graduate Certificate in Museum Studies, University of Cincinnati, Cincinnati, OH
2002-1998  
B.A. Hanover College, Hanover, IN
2000  
University of Wollongong, Wollongong, Australia
2007  
Hungarian Multicultural Center, artist in residence
2013  
A.I.R. Studio Paducah, artist in residence
2014  
Tiger Lily Press, working artist program residency
2015  
Escape Hatch Collective, founding member
2016-present  
Board of Directors - Tiger Lily Press

Solo Exhibitions
2019  
Arts Place Portland Center, Dec., Portland, IN
2019  
Jonpaul Smith, DIY Printing, Essex Studios, March, Cincinnati, OH
2019  
Sinclair Community College, Sept., Dayton, OH
2018  
tbd  
University Art Gallery, Saginaw Valley State University, MI
2018  
Pop Revolution Gallery, Jan., Mason, OH
2017  
The New Harmony Gallery of Contemporary Art, Aug., New Harmony, IN
2016  
One More Thing, Greiner Art Gallery, Hanover College, Sept., Hanover, IN
2016  
Glacier Gallery, Cincinnati, OH
2015  
All Around, Kennedy Heights Arts Center, Oct., Cincinnati, OH
2014  
Jonpaul Smith, Gallery Gray, April, www.gallery-gray.com
2014  
Essentially Yours, ARTSPACE, Feb., Richmond, VA
2013  
Intersections and Interstices, Weavers Guild of Greater Cincinnati, Nov., Cincinnati, OH
2013  
Needful Things, University of Cincinnati Clermont College, Sept., Cincinnati, OH
2013  
Jonpaul Smith, RBds Gallery, Jun-July, Cincinnati, OH
2012  
Only the Essentials, University of Indianapolis, Christel DeHaan Fine Arts Center, Oct., Indianapolis, IN
2009  
Always on a Sunday, Jonpaul Smith, Aug., Miller Gallery, Hyde Park Square, Cincinnati, OH
2005  
Woven Work, M.F.A. Thesis Exhibition, Jun., Phillip M. Meyers, Jr. Memorial Gallery, University of Cincinnati, Cincinnati, OH
2002  
L2 Soy & L3 Soy, Mar. Greiner Art Gallery, Hanover College, Hanover, IN

Exhibitions
2018  
10years, Pop Revolution Gallery, Mason, OH
2018  
EVAC, (multiple exhibition venues)
2018  
Little Ink II, Fuse Press, Cincinnati, OH
2018  
BIG INK, Artists Image Resource, Pittsburgh, PA
2018  
UNFRAMED, West Pike Street Gallery, Apr., Covington, KY
2018  
Working Artist Program Exhibition, Brazee Street Gallery, Feb., Cincinnati, OH
2017  
Library of Love and Contemplation Room, Contemporary Arts Center, Oct., Cincinnati, OH
2017  
For a Better World 2015, Xavier University Art Gallery, Xavier University, Sept., Cincinnati, OH
2017  
REUSED + RECYCLED C-Link Gallery, Brazee Street Studios, May, Cincinnati, OH
2017  
99 Problems (but a print ain’t one), The Southern Gallery, Nov., Charleston, SC
2016  
Conversations, Bolivar Gallery, University of Kentucky, Oct., Lexington, KY
2016  
Some Abstraction Required, Spartanburg Art Museum, Jun., Spartanburg, South Carolina
2016  
Conversations, Main Gallery, Northern Kentucky University, Sept., Erlanger, KY
2016  
Bookworks XVII, Cincinnati Main Public Library, Sept., Cincinnati, OH
Exhibitions cont.

2016  S.O.S. Art 2016 (save our souls), Art Academy of Cincinnati, May, Cincinnati, OH
2016  Tiger Lily Prints, Clay Street Press, Apr., Cincinnati, OH
2016  Within Reach, ARTSPACE, Feb., Richmond, VA
2016  FIBER?, C-Link Gallery, Braelee Street Studios, Feb., Cincinnati, OH
2015  Material Remix, Schweinfurt Art Center, Aug., Auburn, New York
2015  VERGE: printing from the periphery, Venue 222, May, Cincinnati, OH
2014  FIBER: Fitton Center for Creative Arts, Hamilton, OH
2014  Salvage, Gieritz Gallery, Parkland College, Sept., Champaign, IL (catalog)
2014  C.S.ARTS Cincinnati, Season 2, and pick-up party, Kennedy Heights Art Center, Cincinnati, OH
2014  Artroulette, ARTSPACE, Dec., Richmond, VA
2014  Sustainability, Diane Kidd Gallery, Tiffin University, April, Tiffin, OH
2014  Tiger Lily Press Presents, Flats Gallery, April, Cincinnati, OH
2014  Cascade Print VIII, Oregon State University, Jan., Corvallis, Oregon (catalog)
2013  Eclectic, RBDs Gallery, Dec., Cincinnati, OH
2013  Fresh Ink, Tiger Lily Press, 5th Street Gallery, Oct., Cincinnati, OH
2013  New Impressions, Tiger Lily Press, Clifton Cultural Art Center, Cincinnati, OH, May
2013  For a Better World 2009 and 2010, Fine Arts Center, Northern Kentucky University, KY, Mar.
2013  Leftover IV, Wingtip Press, Boise, Idaho, Mar
2013  Pulp Art, The Carnegie, Jan., Covington, KY
2012  Tiny Tinniest Print Exchange, Bourbonnais, IL, Feb.
2012  Fantasy on JonPaul C. Smith, collaboration with pianist Matthew Bridgman, University of Indianapolis, Christel DeHaan Fine Arts Center, Oct., Indianapolis, IN
2012  In, On or of Paper, Paper Circle Gallery, June, Nelsonville, OH
2012  PrintZero Studios Exchange & Print Zero Studio, Aug., Seattle, WA
2012  A.P. 5th Exhibition and Exchange, Artist Proof Gallery, Apr., Alberta, Calgary, Canada
2012  Leftovers III, Wingtip Press, Mar., Boise, Idaho
2012  The Littlest Print Exchange, May, Ithaca, New York
2012  Mini Print International-Asia Pacific, No Vacancy Gallery, Apr., Melbourne, Australia
2012  Cascade Print VI, Oregon State University, Jan., Corvallis, Oregon (catalog)
2012  University of South Carolina Homegrown Print Exchange, Jan., University of South Carolina, Columbia, South Carolina
2011  Unidy Biannual Painting Exhibition, University of Indianapolis, Christel DeHaan Fine Arts Center, Indianapolis, IN, Oct.
2011  31st Mini Print International of Cadaques, Taller Galeria Fort, Cadaques, Spain & Galerie L’Etang d’Art in Bages, France & Fundacio Tharrats d’Art Grafic, Nov., Barcelona, Spain
2011  ARTspace Original Print Exchange and Exhibition, West Chatham, Ontario, Sept. & Windsor Printmaker’s Forum, Windsor, Ontario
2011  Elusive, Parlor Gallery, Asbury Park, New Jersey, March
2011  The Art of Food, The Carnegie, Covington, KY, March
2011  KIWA Exhibition, #6, March, Kyoto Municipal Museum, Kyoto, Japan (catalog)
2011-2005  Annual Lessdrea World Art Print, National Palace of Culture, Sofia, Bulgaria (catalog)
2010  2nd Penang International Print Exhibition, Penang State Art Gallery, Sept., Penang, Malaysia
2010  50 Years- 50 Artists- 50 Paintings, Miller Gallery, Hyde Park Square, Cincinnati, OH
2010  Artistic Stimulus II, Jan., Miller Gallery, Hyde Park Square, Cincinnati, OH
2009  The Holiday Show - Size Matters, Miller Gallery, Hyde Park Square, Cincinnati
2009  Redux, May, Desotorow Gallery, Savannah, GA
2009  Artistic Stimulus, May, Miller Gallery, Hyde Park Square, Cincinnati, OH
2009  Off The Wall, Jan., Foundry Art Centre, St. Charles, MO
2009  Rosemary’s Baby II, Jan., Miller Gallery, Hyde Park Square, Cincinnati, OH
2008  Local Color, Oct., Miller Gallery, Hyde Park Square, Cincinnati, OH
2008  Works of Art on Paper, July, Long Beach Island Foundation of Arts and Sciences, Loveladies, NJ
2008  Circulation, June, Gallery Kunstler, Booksmart Studio, Rochester, NY
Exhibitions cont.
2008  International Artists Residencies Exhibition, July, Vizivarosi Gallery, Budapest, Hungary
2007  *Rosemary’s Baby*, Jan., Miller Gallery, Hyde Park Square, Cincinnati, OH
2007  *Secrets, ARTWORKS*, Nov., Time Warner Cable Gallery, Artworks, Cincinnati, OH
2007  *Central Europe through the Eye of International Center*, Balatonfured, Hungary
2007  *Jefferson, Queen, Smith*, May, Miller Gallery, Hyde Park Square, Cincinnati, OH
2007  *The Highland*, Mar., Hanover College Gallery, Hanover College, Hanover, IN
2007  *Plotting the Course*, Spiva Gallery, Missouri, Southern University, Joplin, MO
2007  *Method and Matrix*, Oct., Warsaw Project Space, Cincinnati, OH
2006  *Secrets, ARTWORKS*, Oct., Time Warner Cable Gallery, Artworks, Cincinnati, OH
2006  *Method and Matrix*, Aug., Main Street Gallery, Cincinnati, OH
2006  *Community Education Faculty Show*, Jun., Pearlman Gallery, Art Academy of Cincinnati, Cincinnati, OH
2006  *Visions of the River*, (presented by Miller Gallery) May, Rivercenter, Covington, KY
2006  *Miller Gallery Holiday Exhibition* Jan., Miller Gallery, Hyde Park Square, Cincinnati, OH
2005  *Master’s Mystery Art Show*, Nov., Florida International University, Miami, FL
2005  *45th Anniversary Show*, Oct., Miller Gallery, Hyde Park Square, Cincinnati, OH
2005  *Marginalia*, Reuff Galleries, Oct., Department of Visual Performing Arts, Purdue University, West Lafayette, IN
2005  Recent Graduate Work from the University of Cincinnati, Jun., The Greenwich, Cincinnati, OH
2005  *Recent work by Jonpaul Smith, Matthew Miller-Novak, and Andy Eckerle*, 840 Gallery, Feb, University of Cincinnati, Cincinnati, OH
2004  *Where are they now?*, Hanover College Alumni Show, Oct. Hanover College, Hanover, IN
2004  First Year M.F.A. show, Phillip M. Meyers, Jr. Memorial Gallery, May, University of Cincinnati, Cincinnati, OH
2004  Group exhibition, Risch Gallery, Mar. Bellvue, KY
2004  *Recent Works by Jonpaul Smith and Matthew Novak*, 840 Gallery, April, University of Cincinnati, Cincinnati, OH
2003  *Great Lakes Emerging Artist Competition*, Nov., University of New York, Fredonia, NY
2003  *LAA Annual Artist Competition*, May Logansport, IN
2002  *LAA Spring Exhibition*, May Logansport, IN
2002  *Art Exhibit*, Dec. Classic Hall, Hanover College, Hanover, IN
1998  Scholarship Exhibition, LAA, June Logansport, IN

Publications
2018  *Create Zine*, Issue 04, pg. 3, Spring 2018
2017  *CVA – Contemporary Visual Art Zine*, Issue #3, pg. 1, Nov., CVA publishing, Carlisle, Cumbria, UK
2017  *D.I.Y. Printing – Artist Series*, edited by serigraph, ed. OF 50, Cincinnati, OH
2015  *Upcoming Price Hill Thrill to Tour Area’s Art Studios*, CityBeat, pg. 23, vol. 21, issue 26, May 6-12, by: Steven Rosen
2015  *Thrill on the Hill*, Express Cincinnati, Preview: News & Events, pg. 19, May 2015 by: Maria Seda-Reeder
2014  *‘Fiber’ weaved, printed, dyed and stitched*, Journal-News, Oct. 9th, by: Ginny McCabe
2014  *A work (or fourteen) in progress*, Express Cincinnati, Arts and Culture, pg. 10, Oct. 2014 by: Elizabeth Mariner
2014  *Time to invest in new ‘crop’ of art*, Express Cincinnati, Arts & Culture, pg. 20, Sept. 2014
2013  *Visiting Artist to Hold Open Studio*, Paducah Sun, Oct. 25, staff report
2013  *Interwoven on Main*, CityBeat, pg. 24, vol. 19, issue 36, July 17-23, by: Maria Seda-Reeder
2013  *Paper to Art*, The Enquirer, June 28th, section E9, by: Jackie Demalone
2013  *Final Friday at RBs Gallery*, pg. 27-28, vol. 19, issue 33, June 26-July 2, by: Maria Seda-Reeder Express Cincinnati, Calendar/ Arts and Culture, pg. 14, June 2013
2013  *‘Pulp Art’ examines the versatility of paper*, The Enquirer, January 11th, section E3, by: Jackie Demalone
Publications cont.
2012  Go & Do, Nuvo, Indy’s Alternative Voice, pg. 18, Oct. 3-10
2011  Consumer Trends, CityBeat pg 23&25, March 30-April 5 by: Tamara Lenz Muene
2009  New American Paintings, 13 years, Open Studios Press, Boston, Mass. pg. 265
2009  Poems and Drawings on Peace and Justice, by Greater Cincinnati Artists, pg. 49-50, Ghaus Publishing
2009  For the Love of Art, Sophisticated Living, pg. 56-57, May/June
2009  Art Alumni Find Inspiration Everywhere, The Hanoverian, pg. 8-9, Volume 17, Issue 1, Fall
2007  Trio of hot, young locals on exhibit, The Enquirer Weekend pg. 4, May 11, Cincinnati, OH
2007  A trio’s unsentimental nostalgia, The Cincinnati Enquirer, Arts & Entertainment pg. JS, May 20th, Cincinnati, OH
2007  Trio of Talent, City Beat, pg. 55, May 16-22, Cincinnati, OH
2006  New American Paintings, No. 65, Midwestern Competition, Open Studios Press, Boston
Massachusetts- pgs. 134-137

Websites/Blogs
2018  Jonpaul Smith: Five-Dots, Feb., by: Megan Bickel & Cassandra Zeta
http://www.five-dots.com/jonpaul-smith
2017  Featured Artist: Jonpaul Smith, @JUSTPRINTMAKING, May,
https://www.justprinting.com/blog/2017/5/14/featured-artist-jonpaul-smith
2017  Greiner Art Gallery hosts artwork of Jonpaul Smith, MadisonCourier.com, Sept. 8th,
http://madiideoncourier.com/Content/People/People/Article/Greiner-Art-Gallery-hosts-artwork-of-Jonpaul-Smith/176/303/99107
2016  Fiber?, Is Currently On Exhibit At Oakley’s Breeze Street Studios, Around Cincinnati: NPR, WVXU 91.7, Feb. 5th,
http://cpa.ds.npr.org/wvxu/audio/2016/02/020716_Breeze_Street_Studios.mp3?origin=body
2016  “Fiber?” at C-LINK Gallery, Breeze Street Studios, aecai.com, Jan., by: Karen Chambers
2016  Art: Fiber? At C-LINK Gallery, CityBeat, CityBeat Recommends, Jan. 12th, by: Kathy Schwartz
http://citybeat.com/cincinnati/article-34397-art_fiber_at_c_link_gallery.html
2015  Everything old is new again at the Schweinfurth Memorial Art Center (review), syracuse.com, July 14th
http://syracuse.com/entertainment/index.ssf/2015/07/everything_old_is_new_again_at_the_schweinfurth_memorial_art_center_review.html by: Katherine Rushworth
2015  Verge: Printing from the Periphery, aecai.com, June, by: Fran Watson
2015  Jonpaul Smith – Cincinnati, Ohio, 365artists365days, May 17th
http://365artists365days.com/2015/05/17/jonpaul-smith-cincinnati ohio/
2015  Visiting Artist-Jonpaul Smith, Ft. Thomas ARTSPEAK, Feb. 20th,
http://forthomasarts.weebly.com/3rd-grade-art-blog/visiting-artist-jonpaul-smith
2014  Fiber @ the Fitton - Jonpaul Smith, talesofastitcher.com, Nov. 29th,
2013  Rocket Queen: Architect-turned-Artist opens gallery in Over-the-Rhine, Richard Butz’s new Gallery showcases Jonpaul Smith, WCPO-ABC 9, July 2,
2013  Inside the gallery at RBds on Main, cincinnati refined.com, June 25th,
http://www.cincinnati refined.com/arts-entertainment/268017741.html
2013  Pulp Art: Exploring Paper as an Artistic Medium, aecai.com, Jan.,
2012  Artful Packaging, gnomeFlash.com, Dec. 12th,
http://gnomeflash.com/tag/jonpaul-smith/ by: Emily Taylor (no longer online)
Websites/Blogs cont.
2012  The Brooklyn Art Library Lets Visitors Check Out Thousands of Entries From the Sketchbook Project, inhabitat.com, March 18th
2011  The Sketchbook Project, thecityflea.com, April 25th
2011  The Sketchbook Project, coolhunting.com, April 1st
      http://www.coolhunting.com/culture/art-house-the-s.php by: Aaron Kohn
2011  The Art of Food, It's Oh Sooo Good, cincinnatirefined.com, March 24th
      http://www.cincinnatirefined.com/arts-entertainment/268018681.html
2011  The Sketchbook Project, swell247.com, March 9th
      http://blog.swell247.com/bid/51075/The-Sketchbook-Project by: Sian Robertson
2010  My Faves: Bev Seinsheimer, charlestonmag.com, May 2010
      http://www.charlestonmag.com/charleston_magazine/feature/bev_seinsheimer
2008  Through the Eye, Kultura.hu, June 27th, 2008
      http://kultura.hu/main.php?folderID=948&articleID=270729&ctag=articlelist&iid=1 by: Götz Eszter

Permanent/Corporate Collections
2018  Fuse Press – Little Ink II
2018  Library of Love – organized by: Sandra Cinto
2017  Cincinnati Art Museum
2015  Tiger Lily Press Working Artist print archive, Cincinnati, OH
2014  Steinhauser Incorporated
2014  Leo Brown Group, LLC
2014, 2012 Oregon State University, print archive, Corvallis, Oregon
2012  University of South Carolina, print archive, Columbia, South Carolina
2011  The Brooklyn Art Library, sketchbook collection
2011  Kyoto International Woodprint Association, print archive, Kyoto, Japan
2010  Penang Museum, Malaysia
2009  Artists in Cellophane, Art-o-Mat Venues: Ballard Seattle, WA; Art 251 - Keller, TX; Crocker Museum Sacramento, CA, Detroit Machines via Took Gallagher, MI
2007  Avalere Health LLC.
2007  Hungarian Multicultural Center
2006  U.S. State Department
2006  Language Logic
2005  College of Design, Art, Architecture, and Planning Artists Book Collection, University of Cincinnati, Cincinnati, OH
2005  University of Cincinnati, Graduate Printmaking print archive
2005  Purdue University, print archive
2005  knowledgeworks Art Collection
2002  Duggan Library, Hanover College, Hanover, IN
2002  Career Center, Hanover College, Hanover, IN
2002  M.L. Griener permanent collection
2001  M.L. Griener permanent collection

Catalogs
2016  Bookworks XVII, Cincinnati Book Arts Society
2016  S.O.S. Art 2016 (save our souls), pg. 41, Ghosh Publishing
2014  Salvage, A Group Exhibition of Contemporary Artists, Giertz Gallery, Parkland College
2012  In. On or of Paper, Paper Circle Gallery, Nelsonville, OH (digital catalog)
2011  6th KIWA Print Exhibition, Kyoto, Japan-pg 100
2011  31st Mini Print International of Cadaqués, Cadaqués, Spain-# 31300
2011-2005  10th-4th Lessedra World Art Print Annual ‘Mini Print’, Lessedra Gallery & Contemporary Art Projects Sofia, Bulgaria-10th pg. 27, 9th pg. 29, 8th pg. 31, 7th pg. 59, 6th pg. 70, 5th pg. 64, 4th
2010  A4 Printmakers, A4 International Contemporary Printmakers Competition, Cornwall, England pg. 16
2008  PaperWork IV, Foundry Art Centre, St. Charles, MO (digital catalog)
Teaching Experience
2019  Instructor, relief printmaking, Tiger Lily Press, Cincinnati, OH
2018  Instructor, Relief Printmaking Advanced High School Students Intensive, Tiger Lily Press
2017  Visiting Artist, Visual Arts Academy, Penn Harris Mason Schools, Mishawaka, IN
2017  Visiting Assistant Professor of Art, Photography I, Hanover College, Hanover, IN
2017  Visiting Assistant Professor of Art, Photography III, Hanover College, Hanover, IN
2016  Visiting Artist and Lecturer, Docentutis program, Weston Art Gallery, Cincinnati, OH
2016  Visiting Assistant Professor of Art, Photography I, Hanover College, Hanover, IN
2016  Visiting Assistant Professor of Art, Photography II, Hanover College, Hanover, IN
2015  QUEST Visual Arts Services, Gifted & Talented Program, Ft. Thomas Independent Schools, Ft. Thomas, KY
2015  Visiting Artist, Ft. Thomas Independent Schools, Ft. Thomas, KY
2013-2015  Relief Printmaking, Tiger Lily Press, Cincinnati, OH
2012  Visiting Artist, exhibition and lecture, University of Indianapolis, Indianapolis, IN
2007-2011  Guest Artist, Hanover College, Hanover, IN
2009  Visiting Artist-exhibition and lecture collaboration with Erin Gigl Hanover College, Hanover, IN
2006  Community Education Instructor, Introduction to Darkroom Techniques, Art Academy of Cincinnati, Cincinnati, OH
2005  Teacher of Record, Methods and Concepts III, University of Cincinnati, Cincinnati, OH
2005  Teacher of Record, Introduction to Intaglio, University of Cincinnati, Cincinnati, OH
2004  Teacher of Record, Basic Drawing I, University of Cincinnati, Cincinnati, OH
2004  Teacher of Record, Methods and Concepts III, University of Cincinnati, Cincinnati, OH
2003  Graduate Assistant, Methods and Concepts II, University of Cincinnati, Cincinnati, OH
MEMORANDUM

TO:  Arts Commission
FROM:  Wendy Wilmers Longpre, Assistant Director
DATE:  February 20, 2019
SUBJECT:  FY 2020 Public Art Fund Budget Request

Attached for Arts Commission consideration is the Draft FY2020 Public Art Fund budget request. Please note the following:


2. The FY2019 Year End Estimate (FT19 YEE) can be summarized as follow:
   a. Estimated revenue includes $50,000 in Private Developer Contributions, $6,125 from the General Fund for the City contribution of 1% of capital projects, and $10,500 from the General Fund for Cultural Arts Grants.
   b. Estimated expenses include funding for Cultural Arts Grants; $1,000 for the Art Fund contribution to the 2019 People’s Choice Purchase Award at the East Lansing Art Festival; and funds for the Lemon Grass sculpture and the Greetings mural.
   c. It is estimated that the Public Art Fund will have $19,200 more in expenses than in revenue in FY2019, resulting in a reduction in fund balance to $69,355 on June 31, 2019.

3. The FY2020 Draft Budget can be summarized as follows:
   a. Estimated revenue includes:
      i.  $25,000 in Private Developer Contributions;
      ii. $12,500 from the General Fund for the City contribution of 1% of capital projects. This increase is due to anticipated increases in spending on capital improvements City wide; and,
      iii. $25,500 from the General Fund for Cultural Arts Grants. This is an increase of $15,000 from previous years, as requested by the Commission.
   b. Expenses include $50,000 for purchase and installation of artworks, and $25,500 for Cultural Arts Grants.
The following motion is suggested:

Move that the Arts Commission recommend the proposed FY2020 Public Art Fund Budget for City Council consideration.

Attachments (1)
<table>
<thead>
<tr>
<th></th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 YEE</th>
<th>FY19 Comments</th>
<th>FY20 Request</th>
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<td>Lemon Grass Sculpture ($50,000); Lemon Grass Maquette ($200); Greetings mural ($25,000)</td>
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MEMORANDUM

TO: East Lansing Arts Commission

FROM: Wendy Wilmers Longpre, Assistant Director

DATE: August 14, 2018

SUBJECT: Mural Proposal from Commissioner Hughes

Attached please find a proposal from Commissioner Tedda Hughes for Commission consideration.

Attachment (1)
DISRUPTION for DIGNITY
PLACEMAKING* PROPOSAL

Inclusion
The Arts Commission “develops and recommends proposals for activities related to the exhibition, performance, and instruction in the arts, works with other boards and commissions to strengthen the aesthetics and appeal of projects that affect public places.” Our vision statement is “engaging community through authentic artistic experiences.” Additionally, our guidelines emphasize diversity and inclusion for arts projects. The proposed projects will be affordable, culturally representative works that start East Lansing public art down a more inclusive path. Though the Arts Commission does not have a strategic plan, these artworks will serve to create a foundation and a significant positive expectation for one. The works will also serve as inspiration for the Arts Commission and city residents, especially our youth. We must show our commitment to our vision and inspire the rest of East Lansing to follow suit. Inclusion offers visible dignity, which is often virtually absent for marginalized groups.

At the December and January meetings, the Arts Commission unanimously lamented the lack of diversity and inclusion in our public art installations. East Lansing has beautiful modern and traditional works (the list of public art is included at the bottom of this proposal). However, there are no works specifically focused on individual underrepresented groups. Though the city is not guilty of tokenism or overt discrimination, we must work aggressively to balance the aesthetic and reduce biased representation in our public art.\(^1\) Ostensibly, the Arts Commission commissioners have been appointed because of each member’s expertise and we should be collectively competent to solve these problems quickly without additional input from laymen.

*Creative Placemaking is the use of arts and culture by diverse partners to strategically shape the physical and social character of a place in order to spur economic development, promote enduring social change and improve the physical environment.

Solutions
During the vision statement discussions, the Arts Commission questioned why the city’s art is not representative of the residents. The most prevalent reason is a historic lack of links between members of the Arts Commission and the underrepresented residents and artists. This is a common problem. Prior to moving to East Lansing, I owned and operated a gallery in San Francisco where I supported and promoted underrepresented artists and designers. Even in that urbane and diverse city, bias and exclusion had to be

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perennially, consciously, and directly addressed. Underrepresented artists often require different outreach than mainstream artists.

We, as arts commissioners, must actively bridge the divides that maintain the status quo to remedy the lack of diversity in our public art.2

The works and artists in this proposal actively engage in representation. The proposed locations were selected because of their visibility, proximity to downtown or foot traffic, diverse access, and based on suggestions by the DDA. Local businesses and residents as well as the City Council will support future Patroncity or other fundraising and art installation proposals more readily once they can visualize and accurately understand the costs and product of their investment. Installing the first two murals in April 2019 will get the proverbial ball rolling for greater local support. The April target allows school age and college students to enjoy the works prior to summer vacation and sets the Arts Commission up well for creating a strategic plan, summer festivals, and fall fundraising efforts.

The proposed murals will cost a small fraction of comparable previous Arts Commission projects. The works will also be installed within a few days. These projects are much more affordable than prior works because public art installation is the selected artists’ focus- this cuts down in planning and execution times as the artists will not have to use new or unfamiliar materials or methods.

Data

Approximately 1/3 of East Lansing taxpayers and a greater proportion of school age children have no public artworks that are culturally relevant to them. Generic diversity in public art is not a viable solution to this problem. While inclusive works reflect everyone, they do not directly address or counterbalance the artworks that represent a single cultural identity. Best practices require that the Arts Commission develop specifically culturally relevant subject matter created by underrepresented artists.3

The negative psychological effects of underrepresentation cannot be overstated. Lack of positive representation perpetuates underrepresented children’s negative self-image like those reflected in the discouraging results of the Mamie and Kenneth Clark doll test.4 The damage affects adults and the community at large, including children and college students. The Arts Commission guidelines and vision statement reflect and reinforce the immediate necessity for the Arts Commission to act to repair the cultural deficit in our public art.

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Twenty-five second video clip of cultural impact:
https://www.instagram.com/p/BpPOwNUHszo/?utm_source=ig_web_button_share_sheet

East Lansing Racial Demographic based on the 2016 census:
white: 71%
black: 8%
Hispanic: 5%
Asian: 14%
mixed race, other: 3%
Indigenous: >1%

East Lansing Age Demographics:
The median age in the city is 21.6 years.
8% of residents are under the age of 18
62% are between the ages of 18 and 24
15% are from 25 to 44
9% are from 45 to 64
6% are 65 years of age or older

The gender makeup of the city was 48.5% male and 51.5% female.
Michigan State University educates a population of 20.6 percent students of color, 12.4 percent international students.
**SENT ROCK MURAL**

Sent Rock is a Chicago-based Latino muralist. His work provokes both spiritually positive and mundane subject matter. His iconic bird masks allow the viewer to escape precise identities and perceive herself or her community members in the art. The colors are vibrant and his art is accessible to all ages, but especially engages youth and college-age adults. These populations lack some engagement with East Lansing public artworks.

**Proposed Installation Date:**
April 2019

**Proposed Location:**
Patriarch Park dimensions 48’x12’ with windows
School façade
Downtown: Division St. Parking garage north façade walls 90’x11’ with benches

**Proposed Costs:**
- flight from Chicago to Detroit = $200
- rental car for 3 days= $50
- mural $20/ft² @ minimum 8’x12’= $1920

**TOTAL minimum $2170**
Paul Johnson is an artist from Detroit. His work is both whimsical and serious. He has inspired much positive press in the media and is a delightful man. He designs shoes for Nike and enjoys creating fashion statements in addition to painting.

Proposed Installation Data:
April 2019
Proposed site:
Local School
Downtown
Patriarch Park
Proposed costs:
   TOTAL $15/ft² all inclusive. Supplies, installation, wall prep, etc.
Elanna Haywood is a local African American artist. Her figure drawing evokes a myriad of emotions from the viewer. She expertly renders figures of color with traditional chiaroscuro shading a la Da Vinci. Haywood’s planned murals will include three individual 8’x8’ images of African-American civil rights leader Dr. Martin Luther King Jr., disabled Mexican artist Frida Kahlo, and Indian civil rights activist and attorney Mahatma Gandhi.

**Proposed Installation Date:**
Summer/Fall 2019

**Proposed Location:**
Division street parking garage on Albert street
Charles street parking garage

**Proposed costs:**
- $275 per design from Elanna Haywood
- $1200 for complete installation by local artists Joy Baldwin and Julie Smith. You will remember a similar installation done by Joy Baldwin on the Walter French building. Joy also installed the Jazz Singer mural in Old Town, Lansing.

**TOTAL $2025**
JIM BACHOR SIDEWALK MOSAIC

Jim Bachor is a Chicago-based Michigander mosaic artist who installs works in potholes, sidewalks, and facades. He earned his BFA at the Center of Creative Studies in Detroit. He has installed works and exhibited his works all over the country. He has twin tween sons who will be turning 13 in May- thus, Bachor deserves all of our sympathy.

**Proposed Installation Date:**
2020 while Trowbridge is under construction

**Proposed Location:**
Trowbridge median or other sidewalks in East Lansing.

**Proposed costs:**
TOTAL $2000 per 20”x20” piece, shipped to East Lansing with instruction for installation.
Outdoor Art in East Lansing

A wide range of art works can be found throughout the City of East Lansing. The first sculpture was installed in 1967 and since then the City collection has grown to include sculptures, murals and other art installations.

1. Recalling the Days of Summer
   Delilah Adjimi

2. Carya
   J. noodle

3. The Hands of an East Lansing Woman
   Megan Keating

4. Whirlwind of Thought
   Amanda Johnson

5. The Spirit of East Lansing
   Robert F. Schwall

6. Clock Tower
   James W. Clark

7. Recalling for a Sustainable World
   Jim Cunningham

8. Cymbidium
   John Parker

9. Who's Watching Whom
   Jane DeDecker

10. And She Thought She Could Fly
    Claire Crandell

11. Raising Harmony
    Richard Taylor

12. Budget Friendly Gas Pump
    Todd Kinke

13. EL Logo/Peace Tree
    Randolph Quinn

14. Circle Back
    Paul Such

15. Dream Mobile
    Lee J. Kronenberg

16. GBC
    Fred Hammond & David Such

17. Bicycle Yoga
    Doug DeLind

18. Artistic Fence Panels
    Maureen Bergquist Gray

19. Seated Girl
    Nancy Lesserowitz

20. Clock Tower
    Eric Lyons

21. The Spirit of East Lansing Mosaic
    Prime Time Seniors & MacDonald Middle School Students

22. Collaborative Art Mural A Colorful Melange: We All Belong Here Mural

23. Rainbow Stairs

24. Fragmented
    Iman Qureshi

25. Michigan Passageways Mural
    Tony Hennick

*Listed artists include: Delilah Adjimi, Summer Park Development, Cameron Bros, Lisa W. Yank, Nicholas, Lisa, Mark, Ian, Bailey, Katar, James, Such, Richard A. Such and Ainsley Mary Thompson.
MEMORANDUM

TO:       East Lansing Arts Commission
FROM:     Wendy Wilmers Longpre, Assistant Director
DATE:     August 14, 2018

SUBJECT:  Capital Area Housing Partnership Bailey Center
          Public Art Requirement

During the May 12, 2016, Arts Commission meeting, the Commission passed the following motion and approved a proposal from Capital Area Housing Partnership (CAHP) to renovate the existing stage in the Bailey Center to fulfill the Public Art requirements for the project.

Commissioner Holland moved, Commissioner Borghi-Weil seconded, that the Arts Commission recommend that City Council approve the proposal presented by Capital Area Housing Partnership to fulfill its art requirement under Ordinance 1339 in accordance with the Public Art Requirement Supplement dated May 12, 2016, with attachments, and furthermore request that City Council refer the proposal back to the Arts Commission to further define the final terms for usage of the space.

YEAS:    Triplett, Borghi-Weil, Graham-Yool, Holbrook, and Holland
NAYS:    Commissioner Fields

Attached is a copy of the proposal referenced in the motion.

Based on this recommendation, City Council amended the Bailey Center Lease to include the following paragraph:

7(a)(i) Performance Arts - Lessee commits to offer opportunities within the gym/auditorium to performers and art exhibitors on an ongoing basis. At a minimum, these performances and exhibits shall be available at no expense to the East Lansing Residents to attend on the average of ten (10) hours per month.

CAHP has completed the renovations to the gym/auditorium and is prepared to open the space to use. A draft Use Agreement is attached for Commissioner input. The intent of this Agreement is to provide greater clarity on CAHP’s commitment related to the Performance Art space. If the Commission supports the parameters of the Agreement, it will be forwarded to the City Attorney for review.

The following motion is suggested:

Move to support implementation of the Usage Agreement between CAHP and the City of East Lansing as fulfillment of the requirements of Ordinance 1339, Public Art Requirement, for the Bailey Center Project.
Use Agreement
Bailey Center Performance Arts Space
300 Bailey Street, East Lansing, MI 48823

PURPOSE

The purpose of this document is to define the terms of public use of the Bailey Center Performing Arts space to ensure compliance with City of East Lansing Ordinance 1339, Public Art Requirement.

PARTIES TO THE AGREEMENT

CAHP – PK Development LLC, owners of 300 Bailey Street, East Lansing MI 48823 and whose representative is Rawley Van Fossen, Assistant Executive Director of Capital Area Housing Partnership (CAHP).

City of East Lansing (City), with offices at 410 Abbot Road, East Lansing, MI 48823 and whose representative for ensuring compliance with Ordinance 1339 is the East Lansing Arts Commission, Sarah Gonzales Triplett, Chairperson.

DEFINITIONS

*Bailey Center Performing Arts Space (Art Space)* – the area within the Liberty Hyde Bailey Building described as the stage, gymnasium and public restrooms.

*Community Use* – defined as reservation of the space by an individual or group for private use.

*Performances* – defined as use of the space by an individual or group for presentation of works of art that are available for public observation and/or display.

*Performing Art* – includes but is not limited to: dance, music, theater and other demonstrations of spoken work.

*Works of Art* – means all forms of original creations of visual art, including but not limited to: sculpture, painting, mixed media, performing arts, and digital art.

AGREEMENT

In this agreement, CAHP – PK Development LLC agrees to provide an *Art Space* that is affordable and open to the community and artists for the demonstration and display of *Works of Art*.

CAHP – PK Development LLC agrees to ensure that the building will remain a family-friendly community space and that programming will be provided for people of all ages. CAHP – PK Development LLC further agrees that all community voices will be welcome and reflected in the demonstrations and programming of the space.
REQUIREMENTS

CAHP – PK Development LLC will ensure that at least 10 hours per month is reserved for Performances in the space. The times when these Performances are provided will be at the discretion of CAHP – PK Development LLC but CAHP – PK Development LLC will take all measures possible to ensure that the times are those most likely to reach the general public.

PROCEDURE

Community members and artists will be required to reserve the Art Space for Performances or Community Use through on-site management that CAHP – PK Development LLC has in place. CAHP – PK Development LLC may develop and implement reasonable procedures to guide this reservation process.

FEES

CAHP – PK Development LLC may charge the group or individual reserving the space a nominal fee intended to recover costs associated with administering the reservation. Any fee structure is to be provided to the City annually or 30 days prior to implementation. For Performances, there will be no set fee charged to East Lansing Residents to attend or view the Performance but donations may be requested, provided all fees collected are returned to the artist.

TERM

This Agreement will remain in effect for the effective life of the Art Space or until such time as both parties agree to its termination.

By ___________________________    By ___________________________
Assistant Executive Director    Chairperson
Capital Area Housing Partnership    East Lansing Arts Commission
Date ___________________________    Date ___________________________
Liberty Hyde Bailey Center

The Bailey Center apartments are complete!
The building is comprised of 30 apartments for seniors (55+) as well as the Bailey Preschool & Childcare Center and commercial space for rent.

The apartments are located in both the original Liberty Hyde Bailey School and in the 3 story addition, featuring large windows and open floor plans.

For rental information, please contact PK Housing & Management at 517.282.2064.

If you are interested in community performance space, Bailey’s gym/auditorium will be available for a minimum of 15-hours per month for music, theater, dance and other activities. Please call PK Housing & Management at 517.282.2064 with any questions.
February 21, 2019

Dear Arts Commission:

I work at Michigan State University College of Law in East Lansing. In my individual capacity, I am writing in support of the Disruption for Dignity Placemaking Proposal.

As a person of color, I believe it is important that East Lansing’s public art reflect the diversity of the community. More importantly, East Lansing’s public art should seek to include its communities in its visual representations. In addition to the vibrant diverse communities that live in East Lansing today, East Lansing currently occupies land that government officials stole from local indigenous communities. As a community, East Lansing should embrace the visibility of all marginalized groups, especially considering both its history and modern make-up. As the proposal sets forth, inclusion is dignity.

Additionally, this proposal supports inclusion of artists from a variety of backgrounds, which is important for both marginalized groups as well as the majority community. Public art is inspirational, and it attracts people to East Lansing by showing the vibrant people who live, work, and attend college in the community. Approving this proposal supports marginalized groups. It is both a deficit, as well as an injustice to the community, to continue to knowingly feature art that is significantly of the majority community while ignoring art from the marginalized communities that have built East Lansing. The proposed project is a great starting place for introducing public art that reflects the community at large.

For these reasons, I would like to lend my full support to the Disruption for Dignity Placemaking Proposal in my individual capacity. If you have any further comments, questions, or concerns, please do not hesitate to contact me at (317) 650-9838 or roemerne@law.msu.edu.

Sincerely,

Neosha R. Roemer  
Fellow  
Indigenous Law & Policy Center  
Michigan State University College of Law  
648 N. Shaw Lane, Room 405  
East Lansing, Michigan 48824  
roemerne@law.msu.edu  
(517) 432-6922
MEMORANDUM

TO: East Lansing Arts Commission
FROM: Wendy Wilmers Longpre, Assistant Director
DATE: August 14, 2018
SUBJECT: Greetings Tour Mural Update

Following is an update on the status of the East Lansing Greetings Tour mural project.

The City of East Lansing has received an estimate and draft Agreement from Klughaus Gallery LLC, the business conducting the Greetings Tour, for fabrication of an East Lansing greetings mural (see attached). Klughaus Gallery proposes to design and fabricate a mural with 11 large letters for $25,000. This fee includes:

1. A concept design sketch with two (2) revisions;
2. Five (5) unique images spread across the 11 letters;
3. Paint, labor and supplies;
4. Insurance; and,
5. Travel and accommodations.

East Lansing will be responsible to provide:

1. Two (2) lifts for the duration of the painting (estimated at one week);
2. Power for one night; and,
3. Preparation and priming of the surface.

The estimate of probable cost for this project is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>Klughaus Contract</td>
<td>$25,000.00</td>
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<tr>
<td>Lifts</td>
<td>500.00</td>
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<tr>
<td>Electrical allowance</td>
<td>500.00</td>
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<tr>
<td>Wall preparation allowance</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$26,500.00</strong></td>
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The Contract with Klughaus will need to be approved by City Council and a location will need to be identified and included in the communication with Council.
To accommodate this approval process, the following preliminary project timeline is suggested:

- **Final Project Approval by Arts Commission**: February 21
- **Mural Location Approval by Arts Commission**: March 21
- **Contract Development**: April
- **Compilation of images to transmit to artist**: April
- **City Council Contract Award**: May 7
- **Design Development**: May - July
- **Mural Installation (pending availability)**: Late July/August

If the artist’s schedule does not support a late summer installation, then the installation would be scheduled for early summer of 2020.

With Arts Commission support, staff will continue forward with implementation of the East Lansing Greetings Tour Mural.

Attachments (2)
# ESTIMATE

## ADDRESS
Tedda Hughes  
City of East Lansing  
410 Abbott Rd  
East Lansing, MI 48823-3321  
USA

## ESTIMATE # 1486  
DATE 01/23/2019  
EXPIRATION DATE 02/08/2019

<table>
<thead>
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<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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</table>
| **Mural Artwork**  
Greetings from EAST LANSING mural by Greetings Tour (Victor Ving & Lisa Beggs)  
- 11 Large Letters (+6 additional letters at $500/ea.)  
- 5 Unique images spread across the 11 letters  
- Coverage of up to 450 sq. ft. w/ max height of 20 ft. (starting from ground level)  
- Concept sketch with up to 2 revisions included  
- Paint, Supplies & Labor  
- Certificate of Insurance | 1 | 23,000.00 | 23,000.00 |
| **Travel**  
Estimated Round trip flight costs from Los Angeles, CA (LAX) to Lansing (LAN)  
- Victor Fung $500  
- Lisa Beggs $500 | 1 | 1,000.00 | 1,000.00 |
| **Travel**  
Estimated Car Rental for 1 week from LAN (7 days)  
- Insurance included | 1 | 400.00 | 400.00 |
| **Travel**  
Estimated Round trip flight costs from NYC to Lansing (LAN)  
(2) Assistants (TBD) $300/flight | 1 | 600.00 | 600.00 |

50% deposit due to initiate all creative & book artist dates.  
**TOTAL**  
$25,000.00
All CC payments will be subject to a 3.5% charge.

Bank Information for deposits:
Bank: JP Morgan Chase
Klughaus Gallery, LLC
Routing: 021000021
Account: 856052357

Checks should be made out/mailed to:
Klughaus Gallery, LLC
56-05 31st Ave. #5K
Woodside, NY 11377

Accepted By

Accepted Date
THIS AGREEMENT ("Agreement") is made as of January 23, 2019, by and between Klughaus Gallery, LLC, a New York State limited liability company ("Agency"), and City of East Lansing ("Client") as set forth on the signature page below:

Agency has certain valuable experience and expertise in matters related to the creation of various types of murals/design and Client desires to engage Agency with respect to such services under the following terms and conditions.

1. Description of the Work

The artwork (the "Artwork") to be created by the Agency shall be:

Size: Roughly 15ft x 30ft TBD based on wall (up to 450 sq. ft.)
Medium: Spray Paint & Acrylic
Job Description:
Greetings from EAST LANSING mural by Greetings Tour (Victor Ving & Lisa Beggs)
- 11 Large Letters (+6 additional letters at $500/ea.)
- 5 Unique images spread across the 11 letters
- Coverage of up to 450 sq. ft. starting from ground level up
- Concept sketch with up to 2 revisions included
- Paint, Supplies & Labor
- Certificate of Insurance

Location: TBD

Supplies, Equipment & Accommodations to be provided by the Client include:
- (2) lifts suitable for the area in front of the wall. Scissor lift or boom lift TBD
- Power for one night for initial projection of sketch using projector & to charge lifts if electric.
- Preparing & priming the surface of the canvas to be ready for a mural.
- Additional assistance as necessary during the mural painting.

2. Obligations of the Agency

a) Agency shall purchase all materials necessary for the creation of the Artwork with the exception of supplies provided by Client noted in "Description of the Work" above.
b) Agency shall create the Artwork, or, at its sole discretion, oversee the work of a hired sub-contractor/assistant.
c) Unless otherwise indicated above, Agency shall determine the artistic expression, scope, design, color, size, material, texture, and placement of the Artwork, subject to review and acceptance by Client, as set forth in this Agreement.

3. Obligations of the Client

a) If Client shall provide the canvas or wall space, Client shall be responsible for hiring and compensating the labor services for the preparation of the surface for the Artwork. The surface shall be properly primed with enough time to cure prior to Agency commencement of preparation of the Artwork. Agency is not responsible for existing structural and surface issues that may affect the quality, appearance or the life of the Artwork.
b) Before Agency can begin working, Client shall secure any building permits and ensure compliance with all applicable statutes, ordinances or regulations of any governmental or regulatory agency having jurisdiction over the location and which are necessary for the lawful creation and execution of the Artwork.
c) For time sensitive installations (such as live art at events), any minor changes Agency 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 Client.
d) Agency shall not be responsible for any delay in commencement of preparation and application of the Artwork to the surface arising from Client’s failure to comply with the obligations set forth in this Section 3.

4. Sketch Preparation Process

a) Agency is to provide an initial rough sketch of the Artwork in black and white (the “Sketch” or “Sketches”) to clarify direction with Client. All Sketches will be delivered in the specific artists’ preferred sketch method. (Artist sketch studies can be shared with Client upon request.)
b) Agency will utilize Client feedback to provide a Sketch with up to 2 additional rounds inclusive in the price set forth in section 5, herein. If after the 2 additional rounds, Client determines that the Sketch is disapproved, Client shall provide Agency with a statement in writing of its reasons for such disapproval. In such event, Agency shall be afforded an opportunity either to submit an additional Sketch within a reasonable period of time specified by the Client, or to terminate this Agreement. Any additional Sketches after the 2nd round will be charged at $150/per hour. Client shall thereafter notify the Agency in writing whether it approves or disapproves the Sketch. If the Client still determines that further Sketches are disapproved, it shall provide the Agency with a statement in writing of its reasons for disapproval, whereupon Agency will have the option to (i) continue work and submit an additional Sketch, or (ii) to terminate this Agreement and keep any fees already paid.

c) In the event of termination of this Agreement pursuant to paragraph (b), Agency shall retain the Sketches and all compensation previously paid and neither party shall be under any further obligation to the other in respect of the subject matter thereof.

d) Sketches are meant as blueprints for an installation and NOT fully rendered artwork on a smaller scale. In particular, colors, texture, dimensions, materials and scale of the finished Artwork may depart significantly from those indicated in the Sketch. Agency will make all final decisions regarding the aesthetics of the composition of the Artwork, and is to use its discretion when matching the approved design colors. (Spray paint brand swatch options can be provided to the client upon request.)

e) Sketches do not include a fully rendered digital design or small-scale painting, and in some cases, such work may not be possible. If Client requests a fully rendered digital design or small-scale painting, the fee for such work will be separately negotiated.

f) Any additional work done by the Agency not within the original scope shall be negotiated and compensated in writing separately from this Agreement. If after the execution of this Agreement, Client requests Agency (i) create additional artwork which is not covered by the price quoted below, or (ii) Client requests changes to the Artwork which in Agency’s sole discretion substantially changes the scope of the Artwork or requires Agency to engage a different artist to create the Artwork, Client agrees that Agency shall have a right to retain half of the Deposit set forth in Section 5(b), and Client and Klughaus will seek to negotiate a revised Project scope and fee for the revised Project

Client to Initial Below:

_____ I have read and understand the Sketch Preparation Process in Section 4 above. I also understand that it is not always possible to replicate the effects of spray paint digitally or hand drawn/painted on a smaller scale.

5. Fees and schedule of payment

a) Price of Artwork: $25,000

b) A non-refundable deposit of $12,500 (50%) is due before any creative work on the project can be initiated. Deposits serve the dual purpose of a Kill Fee if the Client cancels the project.

c) Any balance shall be due upon Final Acceptance as described in Paragraph 6(c), below.

d) Please note that any credit card payments will be charged an additional 3.5% fee for processing. Deposits are valid for up to one year upon receipt. Accounts not paid within 60 days of the date of the invoice are subject to a 3% monthly finance charge.

6. Start and completion dates, and Artwork Final Acceptance

a) Agency will use reasonable efforts to complete the Artwork by TBD by Summer/2019 (“Completion Date”). Please note that Client delays in which Agency has no control including but not limited to, Client’s failure to meet its obligations in Section 3, creative feedback, failure of Client to obtain necessary approvals and permits, failure to properly prime the Artwork surface, and failure to timely complete any necessary construction, will extend the Completion Date as necessary to account for any delays.

b) Agency shall advise Client in writing when all Artwork has been completed in substantial conformity with the proposal for the Artwork as set forth in Section 1.

c) Final Acceptance shall be deemed to have occurred, and any remaining fee balance shall be due as of the earlier of: (i) the date of the Client’s notification of acceptance of the Artwork or (ii) 10 days after the Agency has sent the written notice to the Client required under Section 6(b) that the Artwork is completed, unless the Client, prior to the expiration of the 10-day period, gives the Artist written notice specifying and describing the services which have not been completed.
7. Exploitation of the Work
Notwithstanding the written assignment of any advertising/promotion rights to the Client, the Agency shall retain all copyrights of the Artwork. Agency reserves all rights to the reproduction of the Artwork for any commercial purpose. Client shall not make any commercial use of the Artwork, except that Client may use the Artwork in organic social media posts and for internal/non-public marketing purposes. Client shall not otherwise make any reproduction of the Artwork available for sale without the prior written authorization of Agency. Client shall provide a Copyright notice in the name of Agency, which shall appear alongside the Artwork, and Agency shall receive authorship credit in connection with the Artwork or any reproductions thereof. Both during the Term of this Agreement and thereafter, Client will assist Agency and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering the Artwork. Artist will sign any such applications, upon request and Client’s expense, and deliver them to Agency. Except as noted herein, Agency will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

8. Maintenance of the Work
Client shall notify Agency promptly in the event of the need for any maintenance or restoration services so that the Agency may have a reasonable opportunity to perform such work itself or to supervise or consult in its performance. Agency shall be reasonably compensated by the Client for future maintenance and/or restoration services rendered on terms agreeable to Client, and Client understands that such maintenance or restoration is not included as part of the Agency’s services under this Agreement. In absence of any need for restoration or maintenance, the Artwork shall remain free of alteration by the Client. Client shall take reasonable precautions to protect the Artwork against damage or destruction by external forces, including but not limited to weather and normal wear and tear. In the event of a restoration or voluntary complete or partial removal of the Artwork, Client agrees to provide Agency written ten (10) day notice of any removal or disposal of the Artwork and to provide Agency with the opportunity to keep or salvage the Artwork, if possible. Client shall inform Agency if Client intends to move the Artwork, and shall keep Agency informed of the location of the Artwork if it is moved.

9. Title of Ownership
Physical title of ownership in the Artwork shall pass from the Agency to the Client upon the completion of the Artwork and payment in full of Agency, except as otherwise detailed in this Agreement.

10. Efforts
Agency agrees that, for so long as this Agreement continues in effect, Agency shall devote such of its time and energies to the services requested by Client hereunder as Agency deems reasonably necessary and appropriate to perform the services required hereunder.

11. Termination
Agency may terminate this agreement immediately without notice upon the reasonable determination of cause. Cause shall include, but not be limited to Client’s failure to obtain necessary permits, or any other breaches of Client’s obligations under section 3(b) above, or failure to pay the deposit set forth in section 5 above. If this Agreement is terminated, Agency shall have no liability whatsoever to Client and Agency shall retain all legal and equitable rights and remedies.

12. Warranty
Agency warrants that the completed Artwork will be fit and suitable for display in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the Client’s compliance with the provisions hereof relating to the installation and maintenance. Further, Agency hereby warrants that it created all of the Artwork produced pursuant to this Agreement and that the Agency possesses all legal rights in them.

13. Entire Agreement; Amendments and Waivers
This Agreement, together with all exhibits, deal memos, and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties waive the right to amend this Agreement by any means other than a writing signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14. Binding Effect
This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their representatives, heirs, permitted assigns, and successors in interest.
15. Publicity
Client hereby grants to Agency the right to use final images or photographs of the Artwork, and Client’s name, likeness, image, and biography in connection with Agency’s portfolio, advertising, marketing, social media, promotion, sale, and distribution of Agency’s promotional materials.

16. Execution
This Agreement shall be executed in multiple copies and each executed copy shall constitute an original, but the copies shall be deemed one and the same instrument.

17. Assignment
This Agreement provides for the performance of personal services by Agency and Agency may assign this Agreement or any of its interest hereunder or delegate any duty or responsibility incurred by it hereunder to another. Client may not assign this agreement without the prior written consent of Agency.

18. Relationship of Parties being Independent Contractor:
   a) It is acknowledged and agreed that Agency shall at all times be an independent contractor, rather than an employee, co-venture, agent, partner, or representative of Client. In accordance with this independent contractor status, Agency shall have no authority to act for or on behalf of Client or to bind Client without its express written consent. It is understood that Client does not agree to use Agency exclusively. It is further understood that Agency is free to perform similar services for others while under contract with Client, so long as Agency is able to perform the obligations under the Agreement.
   b) The services and the hours the Agency is to work on a given day will be entirely within the Agency’s control and Client is relying on the Agency to put in such number of hours as is reasonably necessary to fulfill the spirit and purposes of this Agreement.
   c) Client understands that (i) Agency shall not be considered as having employee status for the purpose of any employee benefit plan applicable to Client’s employees generally; (ii) Client is not required to provide Agency with workers’ compensation; and (iii) Agency is responsible for Agency’s federal and state income, social security, unemployment, and disability taxes and any governmental assessment with respect thereto.
   d) Notwithstanding anything to the contrary herein, Agency shall be responsible, at its own cost and expense, for insuring Agency’s own business and personal property, inclusive of any equipment, gear, or vehicles that Agency brings on site.

19. Indemnity
Client shall indemnify, defend and hold harmless Agency against any and all claims or liabilities then existing or arising thereafter in connection with the Artwork, the site, the project or this Agreement.

20. Trademarks
Each Party agrees that it has no right, title or interest in or to any trademark, trade name, slogan, logo or other identification of the other Party (except the right to use the same in accordance with the terms and conditions of this Agreement) (collectively, the “Trademark Properties”), and further agrees that any such Trademark Properties are and shall remain the sole property of their respective owner. Any goodwill engendered by either Party’s use of one or more of the other’s Trademark Properties in accordance with the terms and conditions of this Agreement shall inure solely to the owner of those Trademark Properties. Neither Party shall challenge in any forum the validity of the other’s Trademark Properties. Neither Party shall acquire or attempt to acquire any rights (common law, statutory, or otherwise) in and to any trademark, trade name, slogan, logo, or other identification that is similar to, and/or likely to cause consumer confusion with, any of the other Party’s Trademark Properties.

21. Disability
In the event of an incapacitation, illness, or injury of a subcontractor engaged by Agency to create the Artwork and a delay arising there from in the execution of the Artwork, the Agency shall notify the Client of such delay and use best efforts to engage another subcontractor to complete the Artwork. Such delay will not be a basis for Client to withhold Agency’s fees due under this Agreement.

22. Force Majeure
The Parties shall not be liable to one another for any failure to perform as required under this Agreement if such failure is due
to any Act of God such as fire, earthquake or natural disaster, war, terrorism, rebellion, insurrection, civil war, military action,
government regulation, black-out, strike, or otherwise beyond the Parties’ reasonable anticipation or control.

23. Independent Counsel
The Parties hereto represent that they have had the opportunity to obtain independent legal counsel before entering this
agreement.

24. Arbitration
Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding
arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules by a
single arbitrator mutually agreed upon by both parties. Judgment on the award rendered by the arbitrator(s) may be entered in
any court having jurisdiction thereof. Any mediation or arbitration hearings shall take place in New York, New York.

25. Construction and Venue
This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to
conflict of laws principles thereof.

26. Attorney Fees
In the event of any arbitration or litigation arising from this Agreement, the prevailing party shall be entitled to recover its costs
and reasonable attorneys’ fees.

27. Notice
Any notice required or permitted to be given hereunder shall be in writing and will be effective upon (i) delivery, if provided by
personal delivery or nationally recognized express courier service (with confirmation of receipt), or confirmed facsimile or email
or (ii) Two (2) business days after mailing if by U.S. registered or certified mail, postage prepaid, return receipt requested, to the
relevant Party at their respective addresses given herein or at such other address designated by written notice.

28. Headings
The paragraph headings utilized herein are for convenience only, and the same shall not affect the construction of any provision
contained herein.

29. Unenforceability of Provisions
If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this
Agreement shall nevertheless remain in full force and effect.

30. Terms and Conditions:
By signing this Agreement, Client acknowledges that it has received, read, and accepted this Agreement, inclusive of Exhibits,
which are incorporated herein and made a part of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties
hereto agree that facsimile signatures shall be as effective as if originals.

Klughaus Gallery, LLC / by Victor Fung / Agency | Phone: 718-350-7671 | Email: victor@klughaus.com
_______________________________________________________ Title: President Date: 1/23/2019

City of East Lansing / by Tedda Hughes | Phone: 517-721-1756 | Email: teddahughes@hotmail.com
_______________________________________________________ Title: Date: __________