

# CITY OF GOLDEN VALLEY

## PUBLIC ART POLICY

### A. Purpose and Intent

The purpose of this Public Art Policy (“Policy”) is to enhance the City of Golden Valley (the “City”) through the development of a Public Art Program. The intent of this Policy is to develop processes, policies and procedures that will:

1. Provide a process by which the City and the Golden Valley Arts League (the “Arts League”) can work collaboratively to advance more Public Art in the community;
2. Guide the City’s approach to Public Art and provide a mechanism for the inclusion of Public Art throughout the City;
3. Enrich the City’s public environment for its residents, business community, and visitors by encouraging public participation and interaction with public spaces;
4. Ensure that stakeholders in the community are given a forum to share their perspectives, input, experience, and knowledge;
5. Enhance community identity and pride; and
6. Provide high quality Public Art that promotes excellence and demonstrates diversity and a variety of media.

### B. Public Art

“Public Art” means works of craft or art, whether owned by the City or not, in any medium that have been reviewed against adopted and standardized criteria, approved, and formally accepted by the City for installation in public locations, in or on publicly owned buildings, on publicly owned land, or in or on other locations leased or provided to the City through donation, easement or other means. Public Art includes sculpture, murals, fountains, statues and any other form of two or three dimensional work in any physical medium appropriate for the location and otherwise meeting the approval criteria.

All proposed Public Art must meet the following guidelines:

1. Public Art not owned by the City shall be subject to a License and Maintenance Agreement between the owner of the Public Art and the City. The owner or provider of the Public Art shall be responsible for all maintenance, insurance and repair costs associated with the Public Art, unless otherwise agreed by the City and approved by the City Council.
2. Public Art shall be accessible to public viewing.

3. The City shall retain the right to transfer Public Art from one City-owned site to another, as it deems necessary, or to remove or deaccession the Public Art if it no longer desires to retain it as a component of the public art program.
4. Public Art shall not be approved where a condition of the approval requires permanent exhibition.
5. In the judgment of the majority of the Public Art Panel and the City Council, the Public Art must be appropriate for display to the general public.
6. If a proposal accepted by the City is a concept design for Public Art, then the final product must match the approved concept design.

### **C. Process for Selection**

Public Art selection shall be managed in cooperation with the Arts League. The Arts League shall have the initial responsibility to solicit and develop proposals for Public Art and to secure and develop funding for Public Art. All proposals shall subsequently be reviewed by the Public Art Panel and approved by the City Council. The process for submitting proposals for approval by the City is as follows:

1. Proposals for placement of Public Art shall be made by applicants in writing to the Arts League.
2. The Public Art Panel shall evaluate the proposed Public Art.
3. The Public Art Panel shall make an advisory recommendation regarding the proposed Public Art to the City Council based upon the Public Art Panel's perspectives, input, experience and knowledge.
4. The City Council shall approve or reject the proposed Public Art, along with the proposed License and Maintenance Agreement.

### **D. Public Review and Comment Period**

Each Public Art proposal will be announced to the public at a regular City Council meeting and then made available for public review and comment for a minimum of thirty days after the Public Art Panel's recommendation has been submitted to the City Council.

### **E. Required Information for Public Art Proposal**

All written Public Art proposals submitted to the City must include the following:

1. A photo or drawing of the Public Art.
2. The appraised value of the Public Art.

3. A description of materials used to create Public Art, including materials needed to display/secure the Public Art.
4. The dimensions of the proposed Public Art, including appropriate base materials needed at the public site.
5. A description, including materials, dimensions, wording and location, of interpretive signage for the Public Art.
6. A statement regarding the relationship of the proposed Public Art to the proposed site including aesthetic, cultural, or historic ties.
7. Statement of probable lifespan of the Public Art and annual maintenance needed to maintain Public Art integrity.
8. A statement as to whether the Public Art is unique or duplicates other work by the same artist.

#### **F. Composition of the Public Art Panel**

The Public Art Panel shall be made up of and by the Arts League and must include at least one at large City resident, chosen by the Arts League, and at least one City employee, chosen by the City Manager.

#### **G. Duties and Responsibilities of the Public Art Panel**

In all cases, the Public Art Panel's decisions are advisory recommendations and final authority remains with the City Council. The Public Art Panel shall work within parameters established by the City Council including overall budget, site constraints and program goals. The Public Art Panel's duties shall include the following:

1. Make recommendations to the City Council and City staff on matters pertaining to the selection, acquisition, location, restoration and maintenance of Public Art.
2. Make recommendations to the City Council regarding the engagement of the Arts League, an Arts Facilitator or other consultants.
3. Make recommendations to the City Council and City staff regarding the terms of proposed License and Maintenance Agreements related to Public Art.
4. Review, evaluate, and discuss credentials, proposals and/or materials submitted to the City or Public Art Panel for review.
5. Via majority vote, recommend the award of Public Art projects or proposals or decide to further investigate any chosen finalists. If further investigation of finalists is required, draft a list of information and/or additional materials required. Conclude the investigation as rapidly as possible, convene for further discussion and, via majority vote, recommend the award of projects.

6. Inform the City Council in writing of the Public Art Panel's advisory recommendation and cite reasons for the decision. If the Public Art Panel cannot reach an agreement on an advisory recommendation, the matter shall be referred to the City Council. The Public Art Panel may chose not to make an advisory recommendation if, in its opinion, there is insufficient merit among the submissions. If this occurs, the City Council shall determine whether to recommend that the Public Art project should be abandoned or whether some other action is required.
7. Coordinate physical and logistical components of Public Art installation with City staff, including matters related to transportation and signage.
8. Serve as an information conduit for the Arts League, City staff, artists, property owners and others for matters relating to Public Art.
9. Other duties as determined by the City Council.

#### **H. Criteria for Review**

The Public Art Panel shall make recommendations based upon the following criteria:

1. All visual art forms and materials will be considered. Artwork reflecting any school, movement, method or style will be considered. Artwork may be functional or non-functional, conceptual or tangible, portable or site-specific.
2. The proposed Public Art should be compared with the artists' best work and the best works of Public Art then displayed in the City.
3. Public Art should be enduring and diverse and the City should strive for diversity in style, scale, media and artists. It should reflect the social, ethnic and cultural fabric of the community as well as the values of the City and the community.
4. If the proposed Public Art is to be erected or displayed outdoors, the physical condition of the Public Art should be considered in terms of durability in an outdoor setting. Any requirements for immediate or future conservation should be noted.
5. Consideration should be given to structural and surface integrity and the use of materials appropriate to the location so as to minimize or eliminate maintenance and repair costs.
6. Public Art must not create unsafe conditions or otherwise increase public liability.
7. Public Art must add interest and meaning to the public location in which it is placed.
8. Public Art must be compatible in scale, material, form and content with its surrounding and form an overall relationship with the public location. Public Art must conform to any existing Master Plan for the site. The applicant may request a specific site; however, each placement will be evaluated based upon suitability of the Public Art for

the site. The Public Art Panel will make a recommendation to the City Council concerning an appropriate site for the Public Art.

9. The Public Art must have social, cultural, historical or physical connection to the planned public location.
10. Public Art whose message is exclusively religious in nature will not be accepted.
11. Public Art whose message is exclusively political in nature will only be considered if the political message is of a historical context.
12. The City is discouraged from approving Public Art when funds for the on-going maintenance and repair of the Public Art are not secured and when, as a condition of the installation or exhibition, the City is required to pay for the maintenance, installation, framing, or restoration of the Public Art.
13. The Public Art Panel shall determine and consider the cost and burden on the City of on-going maintenance and repair anticipated throughout the lifespan of a project.

The City Council may adopt additional project-specific criteria to evaluate Public Art proposals.

#### **I. Removal & Deaccessioning Public Art**

Deaccession is a procedure for the removal and disposal of Public Art owned by the City. The City may remove or deaccession Public Art when it finds such action to be in the best interest of the public based upon the following:

1. As a means of improving the quality of the City's exhibited Public Art when:
  - a. The Public Art has no relevance or serves no exhibition function.
  - b. The Public Art is duplicative of other Public Art.
  - c. The Public Art no longer meets the current standards for Public Art.
2. Due to concerns for public safety when Public Art becomes a hazard or a public liability.
3. The Public Art is in a seriously deteriorated condition.
4. Removal should not be based on current fashion or taste.
5. As a result of external acquisition of the Public Art.

Recommendations for removal shall be made to the Public Art Panel, which will then make a recommendation based upon the public benefit of the action to the City Council for approval.

Each request for removal shall be announced to the public at a regular City Council meeting and then made available for public review and comment for a minimum of thirty days before action is taken by the City Council.

#### **J. Exemptions**

This Public Art Policy shall not apply to art procured for or located at any City owned buildings, including specifically Brookview and the Golden Valley City Hall. Decisions related to placement of art at Brookview and the Golden Valley City Hall shall be governed by the Brookview & City Hall Public Art Rotation Guidelines as described in the attached **Exhibit B**.

**EXHIBIT A**  
**PUBLIC ART LICENSE AND MAINTENANCE AGREEMENT**

THIS PUBLIC ART LICENSE AND MAINTENANCE AGREEMENT (this “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [\_\_\_\_], a Minnesota \_\_\_\_\_ (“Owner”), and the CITY OF GOLDEN VALLEY, a municipal corporation under the laws of the state of Minnesota (hereafter referred to as the “City”).

**RECITALS**

- A. Owner is the owner of the work of art described and/or depicted on the attached Exhibit A (the “Art”).
- B. City is the owner of the real property in Hennepin County, Minnesota, located at the address commonly known as \_\_\_\_\_ (the “City Property”).
- C. Owner desires to license the Art to City for placement and display on the City Property for the public benefit.
- D. City desires to license the Art from Owner for placement and display on the City Property for the public benefit in the location depicted on Exhibit B attached hereto (the “Site”).
- E. City and Owner desire to enter into an agreement with respect to the terms and conditions relating to the placement, display and maintenance of the Art.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt of which is hereby acknowledged, City and Owner agree as follows:

- 1. **Grant of License.** Owner grants to City, under the terms and conditions of this Agreement, the exclusive right and royalty-free license to display the Art for the benefit of the public, and to create and use images of the Art.
- 2. **Term; Termination.** This Agreement shall remain in effect for a period of one (1) year (the “Term”) and be automatically renewed for successive one (1) year terms. Either party may terminate this Agreement by delivering at least six (6) months’ written notice to the other party. City may terminate this Agreement immediately upon the occurrence of an Event of Default.
- 3. **Owner Obligations.** Owner, at its sole expense, shall have exclusive responsibility for the following work (the “Owner’s Work”):
  - (a) Safely transporting the Art to the Site;
  - (b) Preparing the Site for installation of the Art, including but not limited to constructing any necessary fixtures, footings or other structural features necessary to place, mount

or affix the Art to the Site in accordance with the plans and specifications set forth on Exhibit C attached hereto;

- (c) Delivering and installing the Art at the Site;
- (d) Creating, placing or installing any signage or informational materials to be displayed near the Art, which signage or informational materials shall be subject to City approval;
- (e) Properly maintaining and preserving the quality and condition of the Art or restoring it to its original quality or condition as necessary, including the removal of graffiti;
- (f) Removal of the Art upon termination of the Agreement; and
- (g) Restoration of the Site and surrounding City Property to City's satisfaction upon removal of the Art.

**4. City Obligations.** City, at its sole expense, shall have exclusive responsibility for the following work (the "City's Work"):

- (a) Supervising Owner's installation or placement of the Art at the Site; and
- (b) Maintaining the areas immediately surrounding the Art, as depicted on Exhibit B (the "City Maintenance Area"), including but not limited to regular removal of waste and debris, landscaping, lawn mowing and vegetation trimming, sweeping, dusting, and snow removal and ice control consistent with City's regular winter maintenance policy. City may engage third parties to perform or otherwise assist in the performance of the City's Work. City will not be responsible for the maintenance, preservation or protection of the Art itself.

**5. Easements Granted for Outdoor Art Displays.** City grants Owner non-exclusive easements for ingress, egress, access, construction, and maintenance to perform the Owner's Work in the event the Site is located outdoors. Owner may not exercise the easement rights granted in the immediately preceding sentence with respect to the City Property in a manner that materially interferes or obstructs, temporarily or otherwise, with City's or the public's use of City Property, except with the prior written consent of City or as otherwise provided under applicable law.

**6. Access to Indoor Art Displays.** City shall provide Owner with access to any building on the City Property in the Site is located during regular business hours or at such reasonable times as the parties may otherwise agree. Owner's access to any building on the City Property shall at all times be supervised by an authorized City representative.

**7. Cost Allocation.** Except as provided otherwise in this Agreement and by applicable law, each party shall pay the cost of its own work described in Section 3 above.

**8. Insurance Requirements.** Owner and its contractor(s) shall, at their sole cost and expense, procure and maintain during the Term of this Agreement, insurance to protect against claims of workers' compensation; claims for damages due to bodily injury including personal injury, sickness or disease, or death of any of their employees or of any other person other than their

employees; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; from claims for damage to the Art itself; and from claims arising out of Owner's performance of professional services caused by errors, omissions, or negligent acts for which Owner is legally liable, including the warranties made hereunder. City shall be named as an "Additional Insured" on all applicable policies of insurance and evidence of coverage shall be provided to City prior to the commencement of the Owner's Work.

**9. Limitations on the Rights and Responsibilities.** Owner shall have no right to use, maintain, disturb or construct improvements on the Easement Area, except to the extent (i) such right is expressly provided for herein; (ii) such right is granted by applicable law (including without limitation any permits granted under applicable law); or (iii) such right is the same as the right of the general public to use the Site in accordance with applicable law.

**10. Removal.** City reserves the right to remove the Art at any time for the purpose of protecting the health, safety or welfare of the public or for any other reason.

**11. Communication.** The parties shall communicate regarding the scheduling and performance of their respective work obligations under this Agreement to minimize the impact of such work on the public enjoyment of the Art and the City Property. Communication may include items such as written summaries of work to be performed and site tours.

**12. Failure to Perform.**

(a) Event of Default. The failure by Owner to observe and perform any covenant, condition or obligation on its part to be observed or performed under this Agreement which continues for a period of sixty (60) days following written notice from City to Owner shall be deemed an "Event of Default."

(b) Remedies. Upon an Event of Default, City shall be entitled to all the remedies permitted by law or equity. Without limiting the foregoing, with respect to an Event of Default by Owner to perform any of the Owner's Work, City may, at its sole option, perform the work and Owner shall promptly reimburse City for any expense incurred by City. Owner grants City full authority and a license to act as set forth in the previous sentence following an Event of Default. When City does any such work, City may, in addition to its other remedies, assess costs incurred in performing the work in accordance with Minnesota Statutes, Chapter 429.

**13. Indemnity.** Owner shall defend, indemnify and hold City and its respective officers, employees, contractors and agents harmless from and against any property or intellectual property claims arising from or relating to the Art and any claims made by Owner and/or third parties for damages sustained, costs incurred, or injuries on or relating to the Art, the City Maintenance Area or the City Property, resulting from any act or omission of Owner, its employees, contractors or agents. Owner shall indemnify City and its officers, employees, contractors and agents for all costs, damages or expenses, including reasonable attorneys' fees, which City may pay or incur in consequence of such claims. The indemnity obligations set forth in this Section shall survive any termination of this Agreement. City does not and will not guarantee the safety of individuals viewing or coming into contact with the Art on the City Property.

**14. Representations and Warranties.** Owner represents and warrants, for the benefit of City, that: (i) Owner is the owner of the Art and all rights associated therewith necessary for its installation and public display at the Site as contemplated by this Agreement; (ii) Owner has all requisite power and authority to execute and deliver this Agreement, and to perform all of the obligations required hereunder; (iii) the Art, and the installation thereof, does not infringe upon the rights of any third party; (iv) the installation of the Art will be performed in a high-quality workmanlike manner; (v) Owner is not required to obtain any consent or approval of any person or entity as a condition of entering into this Agreement, or if any such required consent or approval is required, it has been obtained; and (vi) Owner shall at all times comply with all federal, state and City laws and ordinances, as well as any City policies and regulations applicable to the performance of the Owner's Work under this Agreement.

**15. Waiver.** The action or inaction of any party shall not constitute a waiver or amendment to the provisions of this Agreement or a waiver of any rights granted hereunder. Any party's failure to promptly take legal action to enforce this Agreement shall not be a waiver, revocation or release.

**16. Notices.** Any notice, statement, document, demand or request to be given, delivered or made hereunder shall be in writing and shall be personally delivered (including messenger delivery) or sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, and shall be deemed given upon personal delivery, three (3) days after the date postmarked or one (1) business day after delivery to such overnight courier.

If to Owner:

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If to City:

City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, Minnesota 55427

Such addresses may be changed by notice to the other parties given in the same manner as provided above.

**17. Miscellaneous.**

(a) Government Data; Privacy. Owner agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. Owner understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Owner in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Owner must comply with those requirements as if it were a government entity. This does not create a duty on the part of Owner to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

(b) Amendment. This Agreement may not be terminated, amended, revoked or modified without the written consent of City.

(c) Exhibits. All exhibits and attachments referred to herein and attached hereto shall be deemed part of the Agreement.

(d) Governing Law. This Agreement shall be governed by and construed under the laws of Minnesota. Notwithstanding anything to the contrary herein, this Agreement shall not limit City's rights and powers under applicable law, including without limitation any rights to maintain public or City-owned property.

(e) Section Headings. The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

(f) Severability. If any term of this Agreement or any application thereof is invalid or unenforceable, the remainder of the Agreement and any other application of such term shall not be affected thereby.

(g) Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa.

(h) Status of City and Owner. City and Owner are not intended to become partners or joint venturers and nothing herein shall be construed or applied to constitute City and Owner as partners or joint venturers.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

**CITY OF GOLDEN VALLEY**

By: \_\_\_\_\_  
Shepard M. Harris, Mayor

By: \_\_\_\_\_  
Timothy J. Cruikshank, City Manager

[ \_\_\_\_\_ ]

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



**EXHIBIT A**

**DESCRIPTION / DEPICTION OF ART**

**EXHIBIT B**

**SITE; CITY MAINTENANCE AREA**

**EXHIBIT C**  
**INSTALLATION PLANS AND SPECIFICATIONS**

## **EXHIBIT D**

### **BROOKVIEW & CITY HALL ROTATIONAL ART DISPLAY GUIDELINES**

The City of Golden Valley and the Parks & Recreation Department are committed to promoting and integrating arts, culture and community aesthetics at Brookview and the Golden Valley City Hall. The purpose of having public art in Brookview and City Hall is to give local and regional artists the opportunity to display, and by the artist's choice, sell, their artwork at locations that are visible to the community and visitors.

#### **Display Duration**

Artwork will be displayed on the lower and upper floors at both facilities in "terms" generally three months per rotation. The artist is responsible for coordinating a time with city staff for installing and removing the artwork at the beginning and end of the term for which their artwork is selected. Below are the dates for the upcoming terms. Art is selected in advance for each term of the next year.

#### **2017-2018 Example of Terms:**

- November 1, 2017–March 20, 2018
- March 21–June 12, 2018
- *June 13-July 10, 2018 – Reserved for Views of the Valley*
- July 11–September 25, 2018
- September 26–December 18, 2018

#### **Artwork Criteria**

- Must be a local or regional artist.
- Artwork must not be offensive or condescending towards any race, religion, sex or sexual orientation.
- Artwork must not be used to promote or oppose political views.
- For Brookview 2-D art may be either a single piece or multiple pieces, framed or textile, provided the art may be displayed on up to three wall spaces (20' x 7'6", 44' x 8' and 20' 7'6") a total wall space of 84 ft. wide x approximately 8 ft. tall and supported on a permanent aluminum wall hanging system. For City Hall 2-D art may be either a single piece or multiple pieces, framed or textile, provided the art may be displayed on up to TBD.
- 3-D art will also be displayed at Brookview in up to 14 vitrine pedestals (enclosed and secured) on both the lower and upper levels of Brookview that are 24" x 24"x 24".
- Artist(s) selection will be implemented through an RFA and a selection committee.
- Artwork must not be exclusively religious in nature.

#### **Artist Responsibilities**

- Artists are responsible for displaying art on the specified set up and removal dates and times to be coordinated with Brookview and City Hall staff.
- Artists understand there is no fee for displaying art. There will be a 10% commission charge for art sold. Sold artwork should remain in the exhibit until the exhibition ends, or artists must replace sold work with a new similar original piece. Artists are responsible

for pricing artwork. Artists are also encouraged to have contact information available for patrons.

- Artists are responsible for all sales transactions.
- Artists will be responsible for understanding criteria for displaying artwork outlined in the Request for Artwork (RFA).

### **Selection Committee**

- The Selection Committee will be comprised of a Golden Valley staff liaison, a representative appointed by the Open Space & Recreation Commission, a representative appointed by the Golden Valley Arts League, a representative appointed by the Golden Valley Seniors Program, and a representative appointed by the Brookview Women's/Men's Golf Association.
- All appointed committee members will serve one year terms as elected by representative organizations.
- The Selection Committee will generally meet twice annually.

### **Brookview & City Hall Responsibilities**

- Staff will develop an RFA to be sent out to the art community and art facilitator groups including Minnetonka Center for the Arts, Forecast, etc. The RFA will be sent out twice a year.
- Staff will handle waivers, agreements, and scheduling.
- The City of Golden Valley will not be responsible for lost, stolen, or damaged artwork.
- The City of Golden Valley will have the right to advertise the name and work of the artist and photograph the art for advertising and promotional purposes.
- The City of Golden Valley may work in association with a community service organization to archive photos of all artwork displayed at City hall and Brookview.

### **Submittal Process**

In order to be considered for Golden Valley display opportunities:

1. Complete the Brookview & City Hall Rotational Art Application (RFA).
2. Provide photos or images of artwork.
3. Submit by appropriate date and email to Carrie Anderson, Recreation Supervisor, [canderson@goldenvalleymn.gov](mailto:canderson@goldenvalleymn.gov).

### **Selection Process**

The Art Selection Committee will make selections and artists will be notified by a staff liaison. Selection will be based on completed RFA and appropriate art content for Brookview & City Hall as determined by the selection committee and approved by the City.

When submitting art for consideration, artist must read, complete, and sign the Agreement included with the Public Art Application. The City reserves the right to accept or reject the Committee's selection, to refuse to display any selected art and to remove any displayed art prior to the expiration of the term.

### **Sample Key Dates**

- RFA Announced: August 7, 2017

- Deadline for Submission: September 29, 2017
- Committee Review and selection: October 2-5, 2017
- Artist selection and notification: October 6, 2017
- Set up for November 1–March 20: October 30–November 1
- Removal for November 1–March 20: March 19–20
- Set up for March 21–June 12: March 21–22
- Removal for March 21–June 12: June 11–12

**Contact Information**

For more information about the City of Golden Valley or Brookview, please visit [www.goldenvalleymn.gov](http://www.goldenvalleymn.gov). There you will find more information about the facilities. If you have specific questions, please email your questions to [canderson@goldenvalleymn.gov](mailto:canderson@goldenvalleymn.gov).



**City of Golden Valley  
Brookview & City Hall  
Call for Artists  
Request For Artists (RFA)**

The City of Golden Valley is pleased to invite artists to submit proposals to be considered as part of the rotational art display at Brookview & City Hall.

**Background**

The City of Golden Valley and the Parks & Recreation Department are committed to promoting and integrating arts, culture and community aesthetics at Brookview. The purpose of having public art in Brookview and City Hall is to give local and regional artists the opportunity to display, and by the artist's choice, sell, their artwork in a location that is visible to the community and visitors at Brookview and City Hall.

**Display Duration**

Artwork will be displayed on the lower and upper floors in "terms" generally (three months per rotation). The artist is responsible for coordinating a time with city staff for installing and removing the artwork at the beginning and end of the term for which their artwork is selected. Below are the dates for the upcoming terms. Art is selected in advance for each term of the next year.

**2017–2018 Terms:**

- November 1, 2017–March 20, 2018
- March 21–June 12, 2018
- *June 13–July 10, 2018 – Reserved for Views of the Valley*
- July 11–September 25, 2018
- September 26–December 18, 2018

**Artwork Criteria**

- Must be a local or regional artist.
- Must not be offensive or condescending towards any race, religion, sex, or sexual orientation.
- Must not be used to promote or oppose political views.
- 2-D art may be either a single piece or multiple pieces, framed or textile, provided the art may be displayed on up to three wall spaces (20' x 7'6", 44' x 8' and 20' 7'6") a total wall space of 84' wide by approximately 8' tall and supported on a permanent aluminum wall hanging system.

- 3-D art will also be displayed in up to 14 vitrine pedestals (enclosed and secured) on both the lower and upper levels of Brookview that are 24" x 24" x 24". 3-D art will be displayed at Brookview only.
- Artist(s) selection will be implemented through an RFA and a selection committee.
- Artwork must not be exclusively religious in nature.

### **Artist Responsibilities**

- Artists are responsible for displaying art on the specified set up and removal dates and times to be coordinated with Brookview and City Hall staff.
- Artists understand there is no fee for displaying art. There will be a 10% commission charge for art sold. Sold artwork should remain in the exhibit until the exhibition ends, or artists must replace sold work with a new original piece. Artists are responsible for pricing artwork. Artists are also encouraged to have contact information available for patrons.
- Artists are responsible for all sales transactions.
- Artists will be responsible for understanding criteria for displaying artwork outlined in the Request for Artwork (RFA).

### **Brookview & City Hall Responsibilities**

- Staff will develop an RFA to be sent out to the art community and art facilitator groups including Minnetonka Center for the Arts, Forecast, etc. The RFA will be sent out twice a year.
- Staff will handle waivers, agreements, and scheduling.
- The City of Golden Valley will not be responsible for lost, stolen, or damaged artwork.
- The City of Golden Valley will have the right to advertise the name and work of the artist and photograph the art for advertising, promotional and archival purposes.
- City staff will share all art proposals with the Golden Valley Art League (GVAL) for potential opportunities to display in additional locations. Sharing of art work with GVAL must be authorized by each artist on the application.

### **Submittal Process**

In order to be considered for this proposal, please submit the following:

1. Completed Brookview & City Hall Rotational Art Application.
2. Photos or images of artwork.
3. Submit by Friday, September 29, 2017 by email only to Carrie Anderson, Recreation Supervisor, [canderson@goldenvalleymn.gov](mailto:canderson@goldenvalleymn.gov).

### **Selection Process**

The Art Selection Committee will make selections and notify selected artists by **Friday, October 6, 2017** for the next two display rotations. Selection will be based on completed RFA and appropriate art content for Brookview & City Hall as determined by the selection committee.

### **Deadline to Apply**

The deadline to apply for the 2017–2018 November 1–March 20 and March 21–June 12 term is **Friday, September 29, 2017**.

When submitting art for consideration, artist must read, complete, and sign the Agreement included with the Public Art Application.

### **Key Dates**

- RFA Announced: August 7, 2017
- Deadline for Submission: September 29, 2017
- Committee Review and selection: October 2–5, 2017
- Artist selection and notification: October 6, 2017
- Set up for November 1–March 20: October 30–November 1
- Removal for November 1–March 20: March 19–20
- Set up for March 21–June 12: March 21–22
- Removal for March 21–June 12: June 11–12

### **More Information**

For more information about the City of Golden Valley or Brookview, please visit [www.goldenvalleymn.gov](http://www.goldenvalleymn.gov). There you will find more information about the facility. If you have specific questions, please email your questions to [canderson@goldenvalleymn.gov](mailto:canderson@goldenvalleymn.gov).



Parks & Recreation Department  
 200 Brookview Parkway  
 Golden Valley, MN 55426  
 763-512-2345  
 www.goldenvalleymn.gov

## Brookview & City Hall Rotational Art Application

### APPLICANT INFORMATION

Name:		
Address:		Organization:
City:	State:	Zip:
Email:		
Phone: Primary		Secondary

### ART INFORMATION

<input type="checkbox"/> <b>3D Art</b> (display in vestibules) <input type="checkbox"/> <b>2D Art</b> (display on wall)	<b>Description of your artwork:</b>  
<b>Quantity of your artwork:</b> (please refer to Art Criteria for dimensions of area): <input type="checkbox"/> Fill the full gallery <input type="checkbox"/> Partial gallery (size able to fill _____)	
<b>Which term do you wish to have your art displayed?</b> <input type="checkbox"/> November 1, 2017-March 20, 2018 <small>Set up Mon-Wed, Oct 30-Nov 1. Removal Mon-Tue, Mar 19-20.</small> <input type="checkbox"/> March 21, 2018-June 12, 2018 <small>Set up Wed-Thur, March 21-22. Removal Wed-Thur, June 11-12.</small>	
<b>Will your artwork be available for sale?</b> <input type="checkbox"/> Yes - Preferred method of contact for buyers (phone/email)? _____ <input type="checkbox"/> No	
<b>As the artist applying to have my artwork displayed, I agree to the following:</b> • Responsible for the installation and removal of my artwork on the provided dates • Agree to keep the artwork at Brookview until the end of its term <div style="text-align: right; margin-top: 5px;">_____ Initial</div>	
<input type="checkbox"/> <b>Artist authorizes City Staff to share submitted art with the Golden Valley Art League to be potentially displayed in additional community locations.</b>	

#### Acknowledgement of Risks, Release of Claims, and Indemnification

As the artist applying to have my artwork displayed, I acknowledge and affirm the following: The artwork to which this application relates is owned only and entirely by me. No one else has any claim of interest or right to all or any part of the artwork or materials used to make it, either now or during the Term it will be displayed. I acknowledge and assume all risks, known and unknown, inherent or otherwise, associated with the display of my artwork. I acknowledge the risk of loss due to damage or theft. I understand in signing this document that I surrender my right to make a claim or file a lawsuit against the City, its past, present, or future appointed or elected officials, employees, representatives, agents, insurers, affiliated agencies, organizations, successors, and assigns (collectively "the City"), for personal injury or property damage. I hereby release and forever discharge the City of and from any and all claims, demands, damages, actions, causes of action, obligations, liabilities, expenses, costs, attorneys' fees, proceedings, and judgments, both known and unknown, fixed or contingent, liquidated or unliquidated, direct or derivative, and of whatsoever kind, nature, and description, under the Constitution of the United States or any state, or any state or federal law or laws or of the common law, concerning, arising from, or related to the display of my artwork. In the event that any claim or demand should be made or litigation instituted against any party or parties arising out of or with respect to the artwork to which this application relates, I must indemnify and hold the City harmless from and against such claims, demand or litigation, including all attorneys' fees and costs incurred with respect to such matters. By signing your name below, you agree to all statements in this application and acknowledge that the information provided in this application is accurate and complete.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please submit application materials to:  
**Carrie Anderson, Recreation Supervisor**  
 316 Brookview Parkway S, Golden Valley, MN 55426  
 canderson@goldenvalleymn.gov

updated 4-25-17