

PUBLIC ART AGREEMENT

This PUBLIC ART AGREEMENT (the “Agreement”) is made by and between the city of Marshall, a municipal corporation under the laws of the state of Minnesota (the “City”), and SammyJo Miller (“Artist”), an independent contractor.

WHEREAS, the City received grant funding for a public art piece to be designed and constructed by SammyJo Miller (the “Project”) and the guidelines for the grant are attached hereto as Exhibit A; and

WHEREAS, the City Council has determined that the installation of such an art piece at Independence Park will be a benefit to the community and enhance the park; and

WHEREAS, the City will manage the Project, which will be funded by a Southwest Minnesota Arts Council (“SMAC”) grant in an amount not to exceed 9,894.00; with \$4,548 paid to the artist and \$1,363 reserved for the artist’s expenses allowed in the grant guidelines. The remaining portions of the grants include \$350 for city costs in promotional expenses, and an amount up to \$3,633 for materials necessary for the construction of the project.

WHEREAS, the City desires to enter into this Agreement which will govern the Project and the relationship of the parties during the Project; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Services to be Provided. The Artist agrees to provide City with artistic professional services as set forth in this Agreement (“Services”). All Services and obligations shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar artistic services.
2. Artist’s Obligations.
 - 2.1. The Artist shall provide an interactive work highlighting familiar symbols of local life, and inviting personal interaction and playful exploration, the design of which is substantially similar to the design presented to, and approved by, the City Council, which is attached hereto as Exhibit B. Any significant changes to the Design must be approved by the City Administrator.
 - 2.2 The Artist is responsible for final design and creation of the project at a place designated by the City. The City will oversee preparation of the site, and installation and mounting of the project.
 - 2.3 All services performed by the Artist shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
 - 2.4. Except for material designated in the grant, the Artist is responsible for purchasing all supplies and other materials necessary to complete the Project. The grant funding

includes \$2,070 for Midway Iron's metal material, cutting, and labor and \$1,563 for powder coating by AllPro Powder Coating.

2.5 Within five (5) years of the Project's completion, the Artist shall be available upon reasonable advance notice to repair and maintain the Project at the request of the City. Any such services shall be subject to a separate written agreement and compensation.

3. City's Obligations.

3.1. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement, including preparing the site, and overseeing installation and mounting of the project. Artist's responsibilities shall end upon delivery of the artwork and provision of installation guidelines. Artist may be reasonably available to answer questions related to installation but shall not be responsible for physical installation or site work.

3.2. The City shall provide and install a plaque on or near the Project containing a credit to the Artist and a copyright notice substantially in the following form "Artwork by SammyJo Miller © 2025. Commissioned by the City of Marshall in partnership with Visit Marshall, with support from the Southwest Minnesota Arts Council (SMAC)." The exact text of such notice shall be determined by Artist.

3.3. The City shall not knowingly permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, to the extent that such use or misuse is within the City's direct control.

3.4. The City shall acknowledge SMAC's financial assistance on all publicity and promotional materials by including the statement that "this activity is funded in part with a grant from the Southwest Minnesota Arts Council made possible by the voters of Minnesota, thanks to a legislative appropriation from the arts and cultural heritage fund. The Legacy Logo will be incorporated, where practicable, into printed and other materials as per the usage guidelines.

3.5. The City agrees to follow the publicity plan in the grant guidelines which includes promoting the project through (i) its City of Marshall newsletter, website, and social media; (ii) print coverage in Marshall Independent and local radio mentions (e.g., KMHL); (iii) social media outreach via SJMiller Arts; (iv) social media outreach via the City's Facebook/Instagram pages and (v) flyers/postcards distributed through libraries, businesses, and downtown event partners

4. Budget and Payment Schedule.

4.1. The City agrees to pay the Artist in the amount of \$4,548 (the "Compensation"), which will fully compensate Artist for the Project and up to \$1,363 for expenses incurred by

the artist and approved by the grant guidelines with copy of receipts available upon request from City to the Artist. The City will make payments to the Artist as follows:

- a. 50% at midpoint of artistic process as invoice from Artist to the City.
- b. 50% upon delivery of artwork at designated site.

Payment shall be contingent upon completion and delivery of the Work as described in this Agreement and the approved project scope. Acceptance shall not be unreasonably withheld if the Work conforms to the agreed specifications.

5. Term.

5.1. This Agreement shall be effective as of September 1, 2025 (the 'Effective Date') and shall become binding upon the parties upon the date of their signatures below (the 'Execution Date'). Unless extended by written agreement of the Parties, this Agreement will terminate no later than November 30, 2025 or upon completion of the Work, whichever occurs first.

5.2. Subject to the required approvals of the Southwest Minnesota Arts Council, the City may grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control, such as natural disasters, strikes, or similar force majeure events render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

6. Artist's Representations and Warranties.

6.1. Warranties of Title. Artist warrants that the Design is original to the Artist, that the Design does not infringe upon the rights of any third party, and that the Design has not been offered for or accepted for sale elsewhere. For purposes of this Agreement, the 'Design' shall mean the specific arrangement and collection of the 13 illustrations in their final configuration as approved for this Project. Artist retains full rights of ownership and use in each individual illustration and in the general project concept, including the right to reproduce, license, or sell individual illustrations in other contexts. The Artist agrees not to sell or license the Design as a complete collection or arrangement to any other party.

6.2 The Artist warrants that the Design is free and clear of any liens from any source whatsoever.

6.3 The Artist warrants she has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.

6.4 The Artist warrants that all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.

6.5 These representations and warranties shall survive the termination or other extinction of this Agreement.

7. Indemnity.

Artist shall indemnify the City only to the extent caused by Artist's negligence, willful misconduct, or violation of intellectual property rights. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.

8. Insurance.

As Artist is not performing installation or site work, and fabrication is conducted by third-party vendors, the Artist shall not be required to obtain liability or fine art insurance. Artist agrees to ensure fabricator holds insurance and provide the City with the a copy of a certification of insurance from the fabricator satisfactory to the City. The City shall be solely responsible for providing insurance coverage for installation, site work, and long-term placement of the artwork.

9. Ownership of Documents.

Drawings, specifications, studies, sketches, renderings, images and other Documents, including those in electronic form prepared by the Artist (collectively, "Design Documents") are instrument of services for use solely with respect to this Design. Artist is and shall remain the author and owner of the Design Documents, and shall retain all common law, statutory and reserved rights therein including, but not limited to, copyright. One set of presentation materials, in electronic form, prepared and submitted under this Agreement shall be retained by the City for possible exhibition and to hold for permanent safekeeping.

10. Copyright Ownership.

Notwithstanding any term of this Agreement, the Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Design for the duration of the copyright.

11. Reproduction Rights.

11.1. The Artist may, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright of the project in the Artist's name.

11.2. Third-Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and the City is further not responsible for protecting the intellectual property rights of Artist.

11.3 The City may reproduce the Artwork for editorial and promotional purposes, provided reasonable credit is given to the Artist in all such uses. "Editorial Use" shall mean use of Artwork or parts of it in an illustrative or informative manner or product (e.g. News story, book (but not book cover), magazine, editorial Web site, educational DVD, or journal) on subjects other than the City or muralism, and not for commercial use. In the event that the City receives a request to reproduce the Artwork for a Commercial Use, the City will notify the Artist immediately at the Artist's last known address and provide the Artist with material details concerning the request, including the requestor's name, company and contact information. The Commercial Use then shall be negotiated by Artist separately. "Commercial Use" shall mean the use of the Artwork or parts of it to advertise for profit goods and services; in films, broadcast, cable, or other audio-visual or transmission media; in wireless or digital media such as cell phones, ebooks, or other digital display devices or offered for sale as retail merchandise, including, but not limited to, posters or prints, clothing, and gift-related items, or book covers.

11.4 Any future co-branded reproduction projects (e.g., postcards, merchandise) shall be subject to a separate written agreement between Artist and City.

12. Alterations of Site or Removal of Artwork.

12.1. The Project may be removed, relocated, or destroyed by the City at the City's sole discretion. Before removing, relocating or destroying the project, the City shall make good faith effort to contact the Artist at the Artist's last known address or email address provided to the City. If, after thirty (30) days from the date of mailing or emailing such notice, the City has not heard from the Artist, then the City may remove, relocate or destroy the Project at its sole discretion. If the City hears from the artist within that thirty (30) days, the City agrees to use good faith efforts to collaborate with the Artist regarding a mutually agreeable plan for the removal, relocation or destruction of the Project.

12.2. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

12.3. Artist will provide a maintenance manual to the City upon completion of the Project to provide guidance to the City on cleaning and preserving the Project.

12.4 Artist agrees that the City may repair or restore Artwork at City's sole discretion without substantially altering the design, which was presented to, and approved by, the City Council, and which is attached hereto as Exhibit B. Artist agrees that doing so is not an infringement of Artist's copyright.

13. Remedies.

13.1. In the event of a termination of this Agreement by the City because of a breach by Artist, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof.

13.2. The foregoing remedies provided to City for breach of this Agreement by Artist shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Artist's breach.

14. Records/Inspection. This Agreement is subject to the requirements of Minnesota Statutes, Section 16C.05, subd. 5 and the Minnesota Data Practices Act in Chapter 13 of the Minnesota Statutes. Artist agrees that the City or any authorized representatives may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary and will maintain these materials, records, and documents for six years from the date of the termination of this Agreement.

15. Subcontracting; Assignment. Artist shall not subcontract or assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the prior written consent of the City. Any assignment in violation of this provision is null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

16. Independent Contractor. Artist shall be deemed an independent contractor. Artist's duties will be performed with the understanding that Artist has special expertise as to the services which Artist is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Artist; however, the nature of the services and the results to be achieved shall be specified by City. Artist is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by Artist pursuant to this Agreement shall be provided by Artist as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

17. Compliance with Laws. Artist shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Artist agrees to provide the applicable services detailed this Agreement or any supplemental letter agreement.

18. Notices. The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination notice issued

under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To City:

To Artist:

SammyJo Miller

Attn: [NAME, TITLE]

Attn: _____

Or such other address as either party may provide to the other by notice given in accordance with this provision.

19. Entire Agreement; Amendments. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and Artist and supersedes any other written or oral agreements between the City and Artist. This Agreement can only be modified or amended in writing signed by the City and Artist.
20. Data Practices Act Compliance. Any and all data provided to Artist, received from Artist, created, collected, received, stored, used, maintained, or disseminated by Artist pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. This paragraph does not create a duty on the part of the Artist to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement for Professional Services in duplicate on the respective dates indicated below.

CITY OF Marshall

By: _____

Its: Mayor

Attest: _____

Its: Clerk

Artist

By: _____

EXHIBIT A

Grant Guideline Document



Art Project Grants: Guidelines for Fiscal Year 2026

Effective July 1, 2025 through June 30, 2026

Program Intent

The Art Project grant program provides nonprofit organizations with funding to stimulate and encourage the creation, performance, and appreciation of the arts in the region. Art Projects may include, but are not limited to:

- Music, dance, and theater productions by community groups
- Productions by professionals brought into the community
- Visual art exhibits
- Readings by authors
- Arts classes for community members of all ages (excluding projects in schools)
- Public art
- Arts festivals

In addition to project expenses, requests may include prorated operating expenses during the period of the grant. For example, an arts council's request for their yearly exhibit series may include a proportionate amount of rent, utilities, staff time, etc. No more than 40% of the requested grant funds can go towards general operating expenses. Organizations that are eligible to receive an Operating Support grant from the Minnesota State Arts Board (arts organizations with average annual expenses of \$174,000 or more) cannot include operating expenses in their requests. Non-arts organizations (those whose mission is not focused primarily on the arts) cannot include operating expenses in their requests.

(If your organization has been receiving SMAC operating support in 2024-2025, the project you are applying for must begin January 1, 2026 or later in order to include operating expenses in your request.)

Grant Award Amounts

Art Project grants are available for up to **\$10,000**.

The Art Project grant program is dependent on funding from the voters of Minnesota, thanks to MN State legislative appropriations from the arts and cultural heritage fund and the State’s general fund.

Organizations may be awarded a maximum of \$20,000 in SW MN Arts Council grants per fiscal year.

SW MN Arts Council Contact Info

Contact the SW MN Arts Council (SMAC) office with questions, for a draft review, or if you need accommodations while applying for this grant.

Email: info@swmnarts.org. Phone: 507-537-1471 or 800-622-5284. [Website](http://www.swmnarts.org) (www.swmnarts.org)

Table of Contents

Important Dates and Deadlines 2

Who Can Apply..... 3

Ineligible Activities 4

How to Apply..... 4

Grant Review Process 6

Appeals Policy 8

Grant Contract and Distribution of Funds 8

Acknowledgement of Financial Assistance 8

Reporting..... 9

Important Dates and Deadlines

Project Start and End Dates

The start date for a SMAC grant is defined as the point at which the project is set in motion (e.g. auditions, rehearsals, advertising and public notification, payment of fees, ordering and/or paying for supplies or printed material, etc.). No funds can be expended prior to the project start date. Funds spent before the project start date, such as a deposit on a contract, cannot be included in the grant project budget. No advertising by the applicant organization can take place before the start date, whether or not it will be paid for through the grant. However, posting basic information such as event dates is allowed.

Projects must be concluded no later than June 30, 2027.

Application Deadlines

Applications must be submitted by 4:00 pm on the deadline date.

ART PROJECT ROUND 1 DATES

- Request application draft review by July 9, 2025
- **Application Deadline: July 23, 2025**
- Panel Review: August 16, 2025
- Board Action: August 26, 2025
- Earliest Project Start Date: September 1, 2025

ART PROJECT ROUND 2 DATES

- Request application draft review by October 29, 2025
- **Application Deadline: November 12, 2025**
- Panel Review: December 6, 2025
- Board Action: December 16, 2025
- Earliest Project Start Date: January 1, 2026

ART PROJECT ROUND 3 DATES

- Request application draft review by March 4, 2026
- **Application Deadline: March 18, 2026**
- Panel Review: April 11, 2026
- Board Action: April 28, 2026
- Earliest Project Start Date: May 1, 2026

Who Can Apply

Geographic Area

Applicant organizations must be located within the SW MN Arts Council service region, consisting of eighteen counties (Big Stone, Chippewa, Cottonwood, Jackson, Kandiyohi, Lac qui Parle, Lincoln, Lyon, McLeod, Meeker, Murray, Nobles, Pipestone, Redwood, Renville, Rock, Swift, and Yellow Medicine counties) and two tribal nations (Pezihutazizi/Upper Sioux Community, Cansayapi/Lower Sioux Community). We acknowledge that the Southwest Minnesota region occupies the traditional, ancestral, and contemporary lands of the Dakota people.

Types of Organizations

The Art Project grant program is open to nonprofit organizations as described in Section 501 (c)(3) of the United States Internal Revenue Code with Articles of Incorporation on file with the State of Minnesota or official units of city, county, or state government of the State of Minnesota. Public schools may apply if they have a community project. (Otherwise, public schools should see the Arts in the Schools grants.)

Fiscal Sponsors

If your organization is not yet a registered nonprofit, you may apply using a fiscal sponsor. Some examples of organizations in this situation include one that has just recently been formed, with only a few board members

and a couple of activities completed so far. Or, an organization may have been in existence for years, but the scale of its activities and capacity of its volunteers haven't warranted filing for nonprofit status.

The fiscal sponsor organization must meet the requirements listed above under the types of eligible organizations. A signed agreement outlining the relationship between the applicant and the fiscal sponsor must be submitted with the application. A fiscal sponsor, if used, must sign the application and, if funded, sign the grant contract. The fiscal sponsor is legally responsible for the proper management of grant funds and for the completion of the project.

Ineligible Activities

The following activities and organizations are NOT eligible for these grants:

- Applications that do not have an art focus.
- Activities of a for-profit project, organization, or business.
- Applications that are primarily for educational projects within a school system.
- Payment of costs for projects that will take place outside the geographic boundaries of the state of Minnesota or costs related to travel outside the state of Minnesota, including performer, artist, or consultant travel.
- Costs for relocating the applicant's legal address/residence outside the state of Minnesota.
- Projects for which artists are required to pay excessive entry or exhibition fees in order to exhibit or perform in the project for which funds are sought.
- Requests for new building construction, purchase of real estate, or endowment funds.
- Fundraising events. Grant funding should allow projects to break even, not make a profit.
- Activities which are not open to the public. Projects must be inclusive and accessible in their process and/or final product, considering economic, geographic, and physical accessibility, as well as the cultural, racial, ethnic, age, and gender make-up of the community.
- Activities essentially for the religious socialization of the participants or audience.
- Activities that attempt to influence any state or federal legislation or appropriation.
- Applications submitted for the purpose of regranting, lobbying, or scholarships.
- Projects that don't provide timely promotion of the project throughout the SMAC region with use of the proper funding credit line and logo.
- Requests for funds to account for deficits in projects or programs begun prior to the project earliest start date. In other words, payment of debts incurred before the grant activities begin or outside of the grant project scope of activity.
- Applications in which funds are to be used to match other SMAC grant projects.
- Budgets including prorated operating costs if the organization is already receiving SMAC operating support for the same time period.
- Budgets exceeding 90% of the total project's cash expenses in combined support from the Minnesota State Arts Board and SW MN Arts Council.
- Applicants with past due SMAC final (or other) reports.

Any state agency, public entity, or nonprofit organization that receives a legislative appropriation or legislatively mandated grant (allocated directly to the organization by the state legislature) from the State of Minnesota's arts and cultural heritage fund for FY 2026 is NOT eligible to receive a FY 2026 Art Project grant.

How to Apply

Application Assistance

Before beginning an application, applicants are encouraged to contact SW MN Arts Council to determine if this grant program is right for their project and that their activities and expenses are eligible. Other forms of assistance include grant support open office hours, info sessions and webinars, and conversations with staff. Visit the SMAC website for more details.

To request a review of your application prior to submission, contact staff at least two weeks prior to the deadline. A staff member will review the application, as time permits, for eligibility and completed requirements. Staff review does not imply that a grant request will be funded. Project quality, content, budget, and accuracy of an application are solely the responsibility of the applicant.

Accommodations

Applicants may fill out and submit their application in several ways:

- through our online grant system, accessed on our [website](http://www.swmnarts.org) (www.swmnarts.org)
- in a Word document, submitted by email along with required attachments to info@swmnarts.org. The document can be found on the webpage for this grant program.
- on paper with required attachments, submitted by mail (PO Box 55, Marshall, MN 56258) or contact us to arrange drop-off. Print out a questions document from our website or contact us to request a paper copy.

Contact the SW MN Arts Council office if other accommodations such as audio or video responses are needed.

Application Questions

In the application, you will describe your proposed project and answer questions related to the following criteria:

- the project's artistic quality and merit
- the impact on the participants and audience
- your efforts toward reaching the underserved through the project
- your organization's ability to accomplish the project

You will also be asked to provide some demographic and financial data, along with contacts for your organization (and fiscal sponsor organization, if applicable).

Materials Needed

You will need to provide the following materials:

- Artist resumes or bios
- Samples of artists' work (attachments or links)
- Evaluation tool (optional)
- Project budget
- List of board members
- Fiscal sponsor agreement, if applicable

Organization applicants must provide their EIN, which is used to prove their (or fiscal sponsor's) 501(c)(3) status.

Grant Review Process

Eligibility Check

SMAC staff reviews submitted applications for eligibility and completeness. If there are missing requirements or eligibility concerns, the applicant will have 48 hours to make corrections or provide additional information. Only eligible, complete applications will be forwarded to the grant review panel.

Grant Review Panel

A grant panel reviews all eligible applications based on the criteria for the grant program, outlined below. Panelists are chosen for their knowledge and expertise in the arts and nonprofit management and their ability to interpret the guidelines and review criteria equitably and fairly for each application. Geographic representation, ethnicity, and gender are also considered to ensure the panel reflects the diversity of the region. Board and panel members with a conflict of interest in regard to a specific applicant or project declare such and abstain from comment and scoring of that application.

Scoring Criteria

The review panel will use the following criteria to score each application:

- *Artistic Quality and Merit* (50% of total score)
 - The project's activities have high artistic merit, with the potential for participants and audience to develop knowledge, skills, and understanding of the arts.
 - The artist resumes or bios show an appropriate level of experience for the project, and work samples provide evidence of high artistic quality, including technical skill and artistic vision/voice.
- *Reaching the Underserved/Underrepresented* (14% of total score)
 - The applicant is able to identify the underserved and/or underrepresented groups in their community.
 - The applicant is attempting to reach one or more of the underserved/underrepresented groups to enable them to participate in the project.
 - The applicant is making an effort in regard to ADA accessibility.
- *Impact on Participants and Audience* (22% of total score)

- The applicant demonstrates the importance of the project to their community. The project meets the artistic needs of the community, organization, and involved artists.
- The project shows growth for the organization and/or for the community, building on the organization's mission and previous programming.
- The applicant has identified specific proposed changes to take place as a result of their project and a plan to measure or prove whether those changes have taken place. Providing a sample evaluation tool is optional.
- *Ability to Accomplish the Project* (14% of total score)
 - Any key non-artist personnel have experience suited to the proposed project.
 - The application illustrates a clear plan with reasonable timelines.
 - The marketing and publicity plans are appropriate for the project, organization, and community.
 - There is community involvement and support for the project, including evidence of collaborations, financial support, or in-kind contributions.
 - The budget is clearly itemized, responsible, and meets the needs of the project.
 - The information provided about the organization's role and board demonstrates ability to accomplish the project.

Observation

The date and time of the panel meeting will be posted on the [SMAC calendar](http://www.swmnarts.org/calendar/) (www.swmnarts.org/calendar/). SMAC operates in the spirit of the State of Minnesota open meeting guidelines, so applicants are allowed to observe grant review panel proceedings. They must notify SMAC staff at least 24 hours in advance of the meeting time if they plan to observe. Applicants will then receive a link if the meeting is virtual. Applicants cannot interact with the panel. If attending virtually, applicants must turn off their microphones and cameras.

Grant applicants may not discuss their application with SMAC panelists or board members following the grant deadline, until after the board has acted on the application. Communication regarding an application with SMAC board or panelists during this time will result in the application being ineligible for funding consideration.

Priority Points

After panel scoring, applicants will be awarded three (3) additional percentage point for each of the following conditions they meet, to address SMAC's funding priorities:

- First time SMAC applicant
- Applicant organization led by or primarily serving people from an underserved/underrepresented community
 - People who are Black, Indigenous, or other people of color (BIPOC). In the SW MN region, this could include those who are Black, Dakota/Lakota, Hispanic/Latinx, Hmong, Karen, Micronesian, Somali, etc.
 - People who are lesbian, gay, bisexual, transgender, queer/questioning, intersex, asexual, or two-spirit (LBGTQIA2S+).

- People with disabilities
- Applicant from a county that has received three or fewer SMAC grants in the last fiscal year

A maximum of nine (9) percentage points can be added to the applicant's score.

SMAC Board

The recommendations of the panel are submitted to the SMAC Board of Directors for final approval. Grants are awarded in ranked order to applications meeting the criteria, to the extent of funds available.

Notification

All applicants will receive email notification of acceptance or denial after the SMAC Board's final funding decisions. If an application receives partial funding, a revised project description and budget must be submitted within 30 days of notification.

Appeals Policy

Any applicant who can show cause that established grant review procedures were not followed, or can show that the policies of the program are not equitable to all applicants, may file an appeal in writing within ten (10) days of notification of the Board's decision on that application. There is no right of appeal to dispute decisions in regard to each program's respective criteria. Contact SMAC at 800-622-5284 or info@swmnarts.org for more details about the appeal process.

Grant Contract and Distribution of Funds

All awarded grantees must sign an electronic contractual agreement within 30 days of notification. Grantees who are individuals must provide a completed W-9 form before a grant check can be issued. Failure to provide any required documents within the prescribed time can result in the cancellation of a grant commitment. A check for 100% of the grant award will be sent to the grantee upon receipt of the signed contract and within thirty days of the project start date.

Acknowledgement of Financial Assistance

Funding for this grant program comes from the voters of Minnesota, thanks to a legislative appropriation from the arts and cultural heritage fund and an appropriation from the MN State Legislature with money from the State's general fund.

SMAC's financial assistance must be acknowledged on all publicity and promotional materials through the credit line included in your grant contract. The grant contract will direct you to the specific credit line to use and if the Legacy Logo (shown here) should be used in promotion of the project.



A complete listing of all funding credit lines, logos, and posters is located on the SMAC website. [Grant Credit Lines and Logos](https://swmnarts.org/grant-credit-lines/) (<https://swmnarts.org/grant-credit-lines/>)

Reporting

Interim Report

You may be asked for an interim report if you have multiple outstanding grants from the SW MN Arts Council.

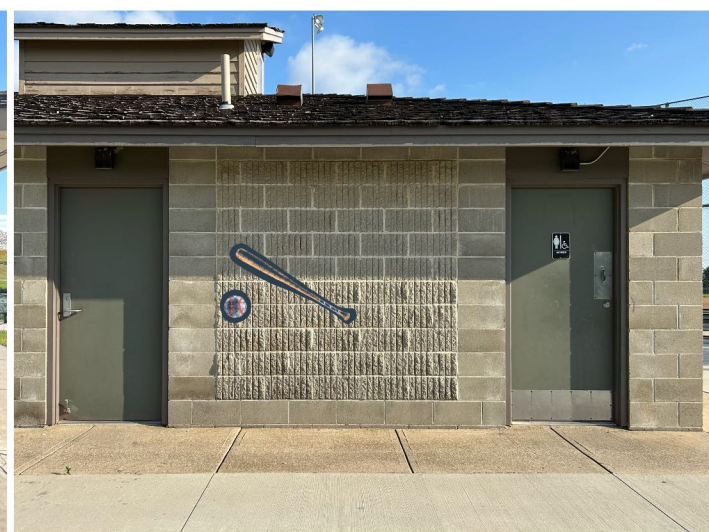
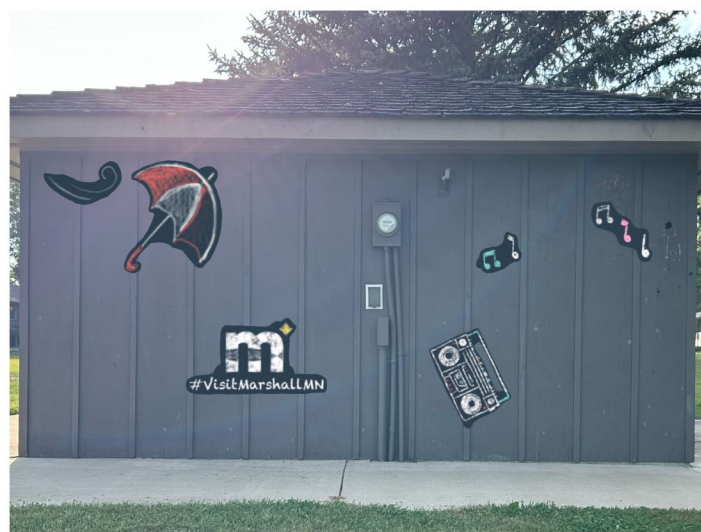
Final Report

A final report must be completed within 60 days after the project end date. The report form can be accessed within SMAC's online grant system. The report requires information on the actual costs of the project, participants and audiences, and project outcomes. Grant awards may be reduced if actual expenses are significantly less than projected expenses. Failure to submit a final report within 60 days of the end of the project without a prior request for an extension will result in a 20% penalty on the applicant's next application. If a final report is not submitted within a period of six months after the report deadline, SMAC's [Misuse of Funds policy and procedures](#) will be followed.

EXHIBIT B

Art Proposed

Arrangement 2



Sites labeled starting in the upper left A, A1 (same building 2 sides), B, C, and D