

STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, CITY OF BUCKHANNON, TO WIT:

A regular meeting of the Buckhannon Colonial Arts Center Board was held on August 2, 2022 at 5:00 p.m. at City Hall in Council Chambers with the following in attendance:

Mayor	Robbie Skinner	Present
Board Member, Chair	John Waltz	Present
Board Member, Vice Chair	Erika Kolenich	Absent
CAC Manager	Anne Wilson	Present
Board Member	Randy Sanders	Present
Board Member	Alisa Lively	Present
Board Member	Keith Buchanan	Present
Assistant Recorder & Director of Finance	Amberle Jenkins	Present
ART26201	Bryson VanNostrand	Present
MyBuckhannon	Monica Zalaznik	Present

***City of Buckhannon Colonial Arts Center Board 5:00 P.M. at City Hall in Council Chamber
Meeting Agenda for Tuesday, August 2, 2022***

A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America

B. Recognized Guests

- B.1

C. Consent Agenda

- C.1 Approval of Minutes: 07/05/2022

D. Correspondence & Information

- D.1 ART26201 Presents Exhibit by Clare Murray Adams at M.I.B. Gallery
- D.2 Email: Arts News & Arts Opportunities-Grant Workshops hosted by the WV Department of Arts Culture and History-WV Governor's Arts Caravan

E. Manager's Report

- E.1 Construction Updates
- E.2 Booking Requests-Event Request Form
- E.3 Marketing-Draft for Vision Statement & Core Values
- E.4 Ideas for 30-120 Day Goals & Milestones
- E.5 Ideas for Operations Policy
- E.6 Goals for Fundraising
- E.7 RecDesk Training for Event Management & Ticketing Software

F. Strategic Issues for Discussion and/or Vote

- F.1 Consultancy Goals, Budget, Next Steps
- F.2 Fundraising Updates
- F.3 Budget Discussion
- F.4 Update/Approval CAC Programming Policy
- F.5 Update/Approval of Rental Agreement Documents
- F.6 Status of Operation Policy

G. Board Members Comments and Announcements

- G.1 Next Regular Scheduled Meeting Date: Tuesday, September 6, 2022 at 5:00PM

H. Adjournment

POSTED 07/28/22

A. Call to Order: Chairperson Waltz called the meeting to order followed by a moment of silence and pledge to the flag.

B. Guests:

B.1 None

C. Consent Agenda:

C.1 Approval of minutes 07/05/22

Motion Buchanan/Lively to approve the minutes of the meeting held 07/05/22. Motion carried.

D. Correspondence and Information:

D.1 ART26201 present exhibit by Clare Murray Adams at the M.I.B Gallery:

MIB GALLERY / COLONIAL ARTS CENTER CLARE MURRAY ADAMS



A COMMON THREAD

ARTIST'S RECEPTION - JULY 29, 2022 - 4 PM

SPECIAL INTRODUCTION BY THE ARTIST AT 5 PM (RESERVATIONS ARE RECOMMENDED AND CAN BE SENT TO info@ART26201.COM)

JULY 29 - AUGUST 20, 2022 • GALLERY HOURS - FRI. & SAT., 4-8 PM



BUCKHANNON, WEST VIRGINIA, July 21, 2022— ART26201 will present “A COMMON THREAD,” a solo exhibition by artist Clare Murray Adams, Friday, July 29, 2022, at the M.I.B. GALLERY in the Colonial Arts Center. There will be an opening artist’s reception from 4 to 8 p.m., and Clare Murray Adams will give a special introduction at 5 p.m. Reservations are recommended for the artist’s introduction, and they can be emailed to info@ART26201.com.

In addition to the opening event on July 29, the M.I.B. GALLERY will be open from 4-8 p.m. on July 30 and also August 5, 6, 12, 13, 19 and 20.

All events at the M.I.B. GALLERY are free and open to the public. Significant financial assistance for the Colonial Arts Center Rehabilitation project has been provided by the West Virginia Department of Arts, Culture and History; ART26201; Buckhannon Community Theatre; West Virginia Split Rail; and the FirstEnergy Foundation.

About Clare Murray Adams:

Clare Murray Adams was born in Canton, OH. She received a BFA from Kent State University and an MFA from Vermont College. She is a Professor Emeritus of Art and former Chair of the Visual Art Department at Malone University in Canton, OH. She now lives in rural Southington, OH, where she maintains an active studio practice.

Clare teaches workshops in collage and encaustic painting and exhibits throughout the United States. The venues where she has shown include Quilt National in Athens, OH, and The Third Encaustic Invitational in Tucson, AZ, as well one person exhibits in Ohio, South Carolina, Michigan and California.

Artist’s Statement:

Paper, fabric, paint, encaustic wax, boxes, and containers are the materials I choose to work with. I select these materials for their ability to communicate my ideas or create a narrative. My interest in techniques and processes include collage, printmaking, sewing, painting, and assemblage. Despite the variety of materials and techniques there are common threads running throughout my work. Exploration of memory, reference to women and women’s work, a sense of vulnerability and observations of the natural world are reoccurring themes.

There is also actual, physical thread in much of the work as I use stitching to hold things together or in place of a line drawn with a pencil. I find the act of sewing slows my hand and my thoughts in order to contemplate the experience or memory I am conveying.

Often there is a sense of transience in the way I use materials, a suggestion of impermanence as an object that was once one kind of thing becomes transformed to be or mean something else. Textiles, sewing materials and thread have a specific identity when used to create traditional and functional items such as quilts. But when deconstructed or fragmented and put into a different context, the identity of the original object is changed and challenged. It is the juxtaposition of the reassembled pieces with other objects that creates the shift in our recognition of the object,

establishing a new identity.

The collages and paintings use repurposed materials paired in unexpected ways. Real leaves are combined with embroidered vintage fabric. Wire and plastic are stitched to the paper. Stitching lines become drawing lines. Vintage lace is glued while a piece of a plastic placemat is stitched. These threads that connect materials and processes to idea and concept challenge the perceptions about the artwork thereby providing insight into another dimension of thought or meaning. This is what excites me as an artist.

About ART26201:

ART26201 is a non-profit organization whose mission is to “celebrate and promote the creative and inspirational opportunities in the Buckhannon community.” For more information about ART26201 projects, and for ways to provide financial or volunteer support, email info@ART26201.com or visit their website at www.ART26201.com.

D.2 Email: Arts News & Arts Opportunities-Grant Workshops hosted by the WV Department of Arts Culture and History-WV Governor’s Art Caravan

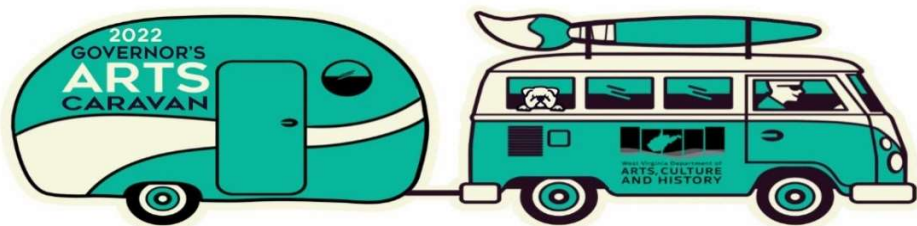


July 20, 2022

We're reaching out today with information about some opportunities you may want to take advantage of. Contact information for each opportunity is included in the announcements. Here's what you'll find below:

- **The Governor's Arts Caravan - August 1 thru August 5**
- **Gallery 35: Call for Submissions**
- **MidAtlantic Teaching Artists VIRTUAL Retreat - August 9-10**
- **MidAtlantic Arts Grant Opportunity**
- **Art Walk Richwood**

Thank you for your involvement in the arts in West Virginia! Let us know how we can serve you. (Please note that many of these opportunities are from other agencies so contacting them for assistance will be more effective.)



The Governor’s Arts Caravan is coming to a town near you! The West Virginia Department of Arts, Culture and History (WVDACH) and the State Arts Office will host a series of five grant workshops around the state to discuss grant programs with artists and arts organizations. Available grants include six October 1 grant programs and rolling deadline funding opportunities.

Each session will last approximately two and a half hours and consist of an overview of available grants and services provided by the WVDACH. Curator Randall Reid-Smith and arts office grant coordinators will be on-site to lead workshops and answer any questions. All workshops are **free** and open to the public. Pre-registration is **not** required. Sessions run from 9am until 11:30am at the following dates and locations:

- Monday, Aug. 1: Granada Theater in Bluefield
- Tuesday, Aug. 2: Greenbrier Valley Theatre in Lewisburg
- Wednesday, Aug. 3: Pocahontas County Opera House in Marlinton
- Thursday, Aug. 4: WVU Art Museum in Morgantown
- Friday, Aug. 5: Parkersburg High School in Parkersburg

To learn more about the Arts Caravan, contact the arts office staff at (304) 558-0240. Sample grant application packages, including eligible project expenses and evaluation criteria, are available at <https://wvculture.org/agencies/arts/grants/> or by contacting the arts office.



Calling all West Virginia Artists: Submit now to be considered for inclusion in the next issue of ArtWorks magazine!

The West Virginia Department of Arts, Culture and History (WVDACH) is currently accepting images of visual art for our quarterly publication. *ArtWorks* is a 20-page magazine highlighting the arts in West Virginia and the grant programs of the WVDACH and the West Virginia Commission on the Arts. It is distributed to libraries, arts organizations and over 2,000 individual subscribers across our state and beyond.

Gallery 35: Art from the Mountain State, is a feature within the magazine that showcases approximately 6-10 original works of art by West Virginia artists. It is open to all visual artists from West Virginia working in any two or three-dimensional media. There is no fee for submission and each artist can submit up to two images. Artists who are showcased in Gallery 35 are eligible to resubmit for all future issues.

To submit, please send the following to Elizabeth.A.Yeager@wv.gov:

- High resolution .jpg images of your artwork (Images should measure 2400px on the longest side, if possible.)
- Title and medium of artwork
- Artist's full name, city/town and county of residence

(NOTE: Since there is only a limited amount of space on the layout, submission is not a guarantee of inclusion.)



This Virtual Retreat is Free for All Teaching Artists!

Sponsored by the District of Columbia Commission on the Arts and Humanities, Delaware Division of the Arts, Maryland State Arts Council, New Jersey State Council on the Arts, New York State Council on the Arts, Pennsylvania Council on the Arts, Virginia Commission for the Arts, and West Virginia Department of Arts, Culture and History, the 2022 Mid-Atlantic Teaching Artists Virtual Retreat brings together arts education professionals from across the Mid-Atlantic region to build and strengthen a regional network of highly qualified teaching artists. Intended for teaching artists of all experience levels working in school and community settings, this retreat is designed to

- Support teaching artists holistically, sustaining both the profession (entrepreneur) and the person (discipline expertise)
- Expand the arts education landscape to include more representation of rural, urban, suburban locations, in-school and out-of-school experiences, and diverse communities
- Support teaching artists in developing high quality arts education delivery
- Expand on the learnings of the 2018 and 2020 Mid-Atlantic Teaching Artist Retreat
- Connect teaching artists with colleagues across the Mid-Atlantic region

There is no cost to attend, but preregistration is requested. Visit the website at www.midatlantictaretreat.com for more information and to preregister.



USArtists International Application Now Open
Deadline: September 1, 2022

The application is now open for the first deadline of USArtists International, and updated [program guidelines](#) are available to confirm program eligibility. **Submit your application by September 1, 2022.**

[Learn More and Apply by Clicking Here](#)

USArtists International® supports in-person and virtual performances by U.S. artists at engagements at international festivals and global presenting arts marketplaces outside of the United States. Grants of **up to \$18,000** toward eligible expenses are available across all performing arts practices and disciplines. Last year **more than \$1.1 million** in grants were awarded to ensembles or individuals performing at 123 engagements in 48 different countries.



A fine art event is happening in Richwood in conjunction with the [Mountain Color Art Show](#). It will take place on Main Street on Saturday, October 8, 2022 from 10am until 4pm. It will feature fine art, live music, poetry, book readings, booksellers and a sidewalk art competition.

There will also be art on display throughout Richwood. This year's featured artist at the Lawrenson Gallery will be painter Robert Walker from Beckley, WV showing Monday, October 3 to Friday, October 7 from 5pm to 8pm and then Saturday, October 8 for the duration of the Art Walk. Bloomfield Richwood Gallery will be featuring works from painter Rick Morris. The 36th Annual [Mountain Color Arts Show](#) will also be in full swing.

- Artists may rent a space for \$30 to exhibit, sell and demonstrate their fine art works.
- Artists must supply their own tables, chairs, trash can and shelter and are responsible for their art.
- Artists must apply (see printable application link below) and submit photos of their work to be approved by the committee.

Photos or a website link, as well as completed application, and questions can be submitted to:
michelle@michellerosestudio.com

E. Manager's Report: CAC Manager-Anne Wilson presented and explained the following items.

E.1 Construction Updates:

City employees have been working primarily in the basement on electrical.

Chairlifts have not been installed. Waiting on city employees to work in their schedule.

The completion of the Fire Alarm/Security System needs some final work.

Keith Saine was in charge of installation of the audio and lighting in the Main Hall. Everyone was very happy with the results.

Manager Wilson reached out to a seating vendor that came to Buckhannon to visit the building and will return with estimated quotes on more than one option. She commented in a later conversation that the permanent seating may not be ready until January 2023.

Mr. VanNostrand also updated the Board: The work on the marque will need to be completed by the Street Department. The antique poster frames and in the theatre need some work and cleaned by the Street Department. Counter tops have been ordered.

E.2 Booking Requests-Even Request Form:

Manager Wilson submitted and explained the following draft form.

Colonial Arts Center
Event Request Form

All requests to hold events should be submitted at least 45 days in advance of event date prior to the next Colonial Arts Center Board (CACB) meeting to be considered for approval. CACB meets the first Tuesday of each month at 5:00 pm at City Hall.

Name of Event: _____ Person in Charge of Event: _____

Type of Event: _____ Name of Sponsoring Org: _____

Date of Event: _____ Start Time: _____ End Time: _____

Address: _____ Phone: _____ Email: _____

Event Size (number of attendees): _____

Event Rules:

1. The City facilities are maintained for use and enjoyment by our citizens. The City does require that all planned events be approved in advance of the gathering. Commercial events and certain organized gatherings may be required to show evidence of a valid General Liability Insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any one person). If so, a certificate naming the City of Buckhannon, WV as an additional insured must be received before access to the facility is granted.
2. Organizers must submit, within thirty (30) days of the start of the event, a virus mitigation plan, indicating the measures to be taken by the organizers to prevent COVID-19 transmission between individuals within the event venue. Suggested measures include the installation of hand-sanitizing stations, the mandated use of masks and social distancing, screening for COVID-19 symptoms, and other measures. Failure to submit this plan in a timely manner will result in revocation of any permissions granted, and the cancellation of any permits issued, related to the event.
3. A hold harmless agreement must be provided.
4. Tobacco, alcoholic beverages, and gambling are prohibited.
5. Organizations using city property are responsible for the conduct of participants and spectators and must make adequate provisions to handle anticipated crowds.
6. Permission for use, when granted, is for specific rooms or areas within the Colonial Arts Center. The remaining areas of the facility are not to be used or entered.
7. Any markings for events must be made with removable tape. If outside, it must not interfere or conflict with any traffic or utility signage or signals. Markings must immediately be removed as the event is concluding. Paint and chalk are prohibited. Event signage must be distinguishable from traffic signs and organizers must have the name of the event on the signage. Markings and signage not removed by the organizer(s) will be removed by City personnel and the organizer(s) and/or Event will be billed for any labor and materials.
8. When city equipment is used, a designated city employee must be present and have general supervision of the equipment.
9. No signs, banners, pennants, etc. are permitted in or on city buildings. All decorations, furnishings, and equipment provided by the renter shall be installed and removed under the supervision of city personnel.
10. When, in the opinion of the City, police officers are needed to protect event participants, the public, or City property, police officers will be assigned.
11. The City may cancel any facility use, permit, or previously approved event if it does not comply with the guidelines published by the West Virginia Department of Health and Human Resources or by the Governor related to the pandemic safety measures. Events may also be cancelled for any of the following causes: acts of God (including extreme weather), accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations. Changes in published guidelines after request approval and prior to the event may result in cancellation of the event. If guidelines cannot be followed, the event will be cancelled or rescheduled.

Signature of Person in Charge of Event: _____ Phone No: _____

Location of Event in the CAC: _____

Will there be vendors? _____ Yes/No

Vendors are subject to the same Event Rules as the event organizers.

If YES,

What will be sold?

Does the vendor have the necessary City License?

Does the vendor have Event Insurance?

Please list contact information for any additional key staff members:

Office Use

Date Received:

Date Presented to Board:

Approved by:

Denied:

(attach reason for denial)

Will pre-event meeting be required?

Yes/No

(Circle attendees)

Police Dept.

Fire Dept.

Street Dept.

Water Dept.

Sewer Dept.

Waste Dept.

Engineering

Administrator

Mayor

OEM Director

Other:

Main Stage Great Hall		
The Main Stage Great Hall is a theatre space holding up to 126 seats featuring a main level with risers for unobstructed views of the stage. It features all new theatre seating in addition to new stage rigging, curtains, lighting, sound systems, and a high definition projector and screen. Behind the scenes, the great hall has a fully renovated green room, dressing rooms, and a kitchenette in the basement level with restrooms. Serving the patrons is the new concessions area in the lobby.		
Weekdays (Mon-Thurs)	4-hour rental	Small (1-60 ppl) \$125.00 Large (61-126 ppl) \$250.00
	8-hour rental	Small (1-60 ppl) \$225.00 Large (61-126 ppl) \$350.00
Weekends (Fri-Sun)	4-hour rental	Small (1-60 ppl) \$200.00 Large (61-126 ppl) \$450.00
	8-hour rental	Small (1-60 ppl) \$325.00 Large (61-126 ppl) \$550.00
Technical Director	REQUIRED for all rentals	\$250.00
Seating		Capacity
Main Floor Seating	Theatre-style seating including risers with padded cushion and back Handicapped Accessible	126 people
Included		
<div><div><ul style="list-style-type: none">• Custom Message on Marquee• Lobby Sign Display• Lobby and Restrooms</div><div><ul style="list-style-type: none">• Greenroom and Dressing Room Access• Standard A/V Equipment (contact CAC for further details)</div></div>		
Space Add-Ons		
Background Music		\$30.00
WIFI (Presenter Only)		\$15.00
WIFI (Leadership Team)		\$40.00
WIFI (All Occupants)		\$150.00
Projection Hookup*		\$100.00
Lighting/Audio Technicians		Custom Quote Needed
Stage Customization		Custom Quote Needed
Ticketing/Marketing Package		Custom Quote Needed
Private Movie Screening		Custom Quote Needed
Concession Services		\$20.00/hr.
Bottled Water		\$1.00/bottle
Snack Box		\$3.00/person
*Client must bring a laptop/device equipped with an HDMI output in order to show custom content		

Hold Harmless Agreement-Colonial Arts Center Event Request

To the fullest extent permitted by law, the ORGANIZATION agrees to indemnify, defend and hold the COLONIAL ARTS CENTER and its departments, officials (whether elected or appointed), employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses - including but not limited to court costs, attorneys' fees and alternative dispute resolution costs - for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are caused in whole or in part by:

- 1) Any action or omission, negligent or otherwise, of the ORGANIZATION, its employees, agents or volunteers or ORGANIZATION'S subcontractors and their employees, agents or volunteers; or
- 2) Are directly or indirectly arising out of, resulting from, or in connection with performance of this EVENT; or
- 3) Are based upon the ORGANIZATION'S or its subcontractors' use of, presence upon, or proximity to the property of the COLONIAL ARTS CENTER.

This indemnification obligation of the ORGANIZATION shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the COLONIAL ARTS CENTER. This indemnification obligation of the ORGANIZATION shall not be limited in any way by the application of any worker's compensation act, disability benefit act or other employee benefit act, and the ORGANIZATION hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ORGANIZATION are a material inducement to the COLONIAL ARTS CENTER to allow the EVENT upon COLONIAL ARTS CENTER property and are reflected in the ORGANIZATION'S fees to the COLONIAL ARTS CENTER for the EVENT.

Event/Organization

Authorized Representative

[Printed]

Colonial Arts Center
Received (Date):

By:

E.3 Marketing Draft for Vision Statement and Core Values: Manager Wilson submitted and explained the following draft.

Core Values of the Colonial Arts Center (DRAFT)

- 1. **Community-** we believe in being committed to diversity, equity, and inclusion with our programming by welcoming differing viewpoints, backgrounds, and experiences
- 2. **Creativity-** we believe in self-discovery and self-expression for anyone with a creative spirit and we take pride in the ability to offer multiple disciplines for artists to explore
- 3. **Excellence-** we believe in offering the highest of quality arts programming to the public, because we believe that by providing the public with our best efforts, they will trust us to continue to cultivate arts here in Buckhannon
- 4. **Respect-** we believe in offering an artistic environment that is safe, open-minded, and healthy for all ages where elevating each other's artistic ability is the normal atmosphere

Vision Statement

At the Colonial Arts Center, we aim to provide a creative outlet to inspire all types of artists with multiple venues and programs. Through partnership and collaboration, we intend to expand local culture and the arts scene of Buckhannon.

E.4 Ideas for 30-120 Day Goals and Milestones: Manager Wilson went over the following goals with the Board Members:

Colonial Arts Center Goals & Milestones

(Subject to Change)

30 Days (Sept. 2)

- establish a fundraising plan
- obtain seating options/estimates to present to council
- solidify the event rental pricing and policies
- find 2 major donors

60 Days (Oct. 2)

- have Halloween fundraising plan in place
- have seating purchased/ordered
- order lighting and sound equipment for balcony theatre
- software for ticketing, POS, and event management (RecDesk) will be complete and ready to operate

90 Days (Nov. 2)

- begin a Christmas fundraising plan
- seating near completion or fully installed
- establish food and beverage policy
- box office and merchandise sales will be open
- find 5 nonmajor donors

120 Days (Dec. 2)

- have Christmas fundraising plan ready
- have seating fully installed
- renovations done
- concessions stand ready to open

E.5 Ideas for Operations Policy: Manager Wilson presented the following:

COLONIAL ARTS CENTER OPERATING POLICIES

The Colonial Arts Center is an approximately 11,300 square foot community arts center serving the Buckhannon and surrounding Upshur County area. Formally known as the Colonial Theatre, the City of Buckhannon purchased the building in 2017 and has been completing renovation projects by partnering with faculty of West Virginia Wesleyan College, ART26201 (a local arts non-profit) and Buckhannon Community Theatre. With a full-time Education Facilitator from the Upshur County Board of Education, the Colonial Arts Center seeks a balance of community organized events and school district programming, and is available for public or private rentals.

The facility includes a 126 seat proscenium theatre with risers and all technical equipment required for a variety of events from lectures and movies to theatrical performances. In addition to the theatre, there's the approximately 580 square foot M.I.B. Gallery for art exhibits, the 2,000 square foot Balcony Theatre on our second floor for smaller shows and audiences, and the Education Center in our basement level with multipurpose studio spaces.

The operating policy manual provides a list of the policies and procedures for all users of the Colonial Arts Center, and should be thoroughly reviewed by everyone involved in use of the facility. It is the responsibility of all users to know the policies of the Colonial Arts Center and how they impact their events. If you have any questions about the operating policy manual, please contact the Manager.

Contents:

- 1. Making Reservations
- 2. Policies for Scheduling
- 3. Facility Rental Fees and Labor
- 4. Cancellation of Events
- 5. Legal and Safety Policies
- 6. Parking and Entrances
- 7. Policies for Use of the Gallery
- 8. Policies for Use of the Kitchen
- 9. Policies for Use of the Theatre spaces (both Main Stage and Balcony)
- 10. Policies for Use of the Studios
- 11. Theatre Events with an Audience
- 12. Ticketing
- 13. Food and Beverage in the Theatre
- 14. Outside Equipment Rental
- 15. Policies for use of the Scene Shop

The Board needs to review these line items. If the Board is acceptable to the concept, a discussion of the details will be on the next agenda.

E.6 Goals for Fundraising:

Manager Wilson would like to hold a fundraiser for the upper balcony lighting and sound.

Board Member-Keith Buchanan led the group on the following discussion points for fundraising.

FUNDRAISING KEY ELEMENTS
DISCUSSION

DEVELOP AN ENGAGING CAMPAIGN THEME

- Align with vision, mission; distinct purpose
- Define areas of need (lighting, seats, curtains, other)
- Establish “giving levels” (\$100, \$500, \$1,000, \$10,000+)

BREAK DOWN WHERE REVENUE WILL COME FROM

- Primary campaign; projected number of “participants”
- Have an on-line giving strategy
- Individual fund raisers (i.e Halloween event)
- Merchandise sales

PLAN TO ACQUIRE AND RECOGNIZE DONORS

- “Lead Donors” already in place: St Joseph’s, BCT, WVWC, Renee Preston, Lisa Cain (pledge).
- What is appropriate recognition, naming? Where placed.
- Appeal to Organizations (Chamber, Rotary, etc.)

USE DATA TO DEFINE AND TRACK PROGRESS

DETERMINE EXPECTED COSTS AND MONITOR

PERIODIC, CONSISTENT FEEDBACK

- Reinforce progress, help people visualize & understand how

Board Member Buchanan commented that after the Rotary meeting was held in the theatre, there is interest in contributing toward the curtains.

Mr. VanNostrand met with KB Saine to discuss the specs for curtains in the Main Hall. He is working on the donor wall.

E.7 RecDesk Training for Event Management and Ticketing Software:

Manager Wilson and Mrs. Jenkins updated the Board Members on the software that will be used to help with scheduling events and ticket sales. RecDesk is currently being used by the Stockert Youth Center and will be expanded to include the CAC and Parks.

Training and setup for the theatre and parks will take place over the next few weeks.

F. Strategic Issues for Discussion and/or Vote:

F.1 Consultancy Goals, Budget, Next Steps:

KB Saine has been consulting and assisting Manager Wilson since she took the position as manager. KB will submit a proposal for consideration.

F.2 Fundraising updates- as previously discussed.

F.3 Budget Discussion: Mrs. Jenkins presented and explained the following budget-

8-02-2022 10:21 AM

CITY OF BUCKHANNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-340-000-00 DONATION THEATRE UTLBILL	95,000	10.00	10.00	0.00	94,990.00	0.01
001-340-345-00 CAC REV,RENTS,ROYAL,CONCE	5,000	0.00	0.00	0.00	5,000.00	0.00
001-346-000-14 Culture Arts Grant	39,000	0.00	0.00	0.00	39,000.00	0.00

8-02-2022 10:21 AM

CITY OF BUCKHANNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
ARTS & HUMANITIES						
SALARIES & BENEFITS						
001-906-101-00 CAC SALARIES	50,000	1,865.50	1,865.50	0.00	48,134.50	3.73
001-906-104-00 CAC FICA	3,825	142.71	142.71	0.00	3,682.29	3.73
001-906-105-00 CAC HEALTH INS	6,000	51.76	51.76	0.00	5,948.24	0.86
001-906-106-00 CAC RETIREMENT	4,000	167.90	167.90	0.00	3,832.10	4.20
TOTAL SALARIES & BENEFITS	63,825	2,227.87	2,227.87	0.00	61,597.13	3.49
CONTRACTUAL SERVICES						
001-906-213-00 CAC UTILITIES	5,000	460.51	460.51	0.00	4,539.49	9.21
001-906-216-00 THEATRE MAINTENANCE/UTILI	9,000	163.82	163.82	3,217.25	5,618.93	37.57
001-906-223-00 CAC PROFESSIONAL SERVICES	20,000	0.00	0.00	0.00	20,000.00	0.00
001-906-226-00 CAC INSURANCE & BONDS	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL CONTRACTUAL SERVICES	36,000	624.33	624.33	3,217.25	32,158.42	10.67
COMMODITIES						
001-906-341-00 CAC SUPPLIES & EXPENSES	10,000	0.00	0.00	0.00	10,000.00	0.00
TOTAL COMMODITIES	10,000	0.00	0.00	0.00	10,000.00	0.00
CAPITAL OUTLAY						
001-906-450-01 THEATRE BLDG	170,000	3,775.03	3,775.03	1,550.00	164,674.97	3.13
001-906-459-00 THEATRE CAPITAL	0	2,777.83	2,777.83	0.00	2,777.83	0.00
001-906-459-01 CULTURE ARTS GRANT (ADA T	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	170,000	6,552.86	6,552.86	1,550.00	161,897.14	4.77
TOTAL ARTS & HUMANITIES	279,825	9,405.06	9,405.06	4,767.25	265,652.69	5.06

She commented that prior to bringing a contractor back into the space, there should be a discussion.

F.4 Update/approval CAC Programming Policy

Colonial Arts Center Programming Policy

A. Purpose

To establish policy and programming guidelines for the use of the Colonial Arts Center in Buckhannon, WV.

B. Scope

Applies to any organization requesting the use of the Colonial Arts Center, including use of the Main Stage Great Hall, the Balcony Theatre, or the M.I.B. Art Gallery. Studio and classroom spaces will be made available and

included within the scope of this Policy upon the completion of their construction. The Lobby space will at all times remain in the control of the Colonial Arts Center management.

C. Policy

1. General Statement

The City of Buckhannon maintains and administers the Colonial Arts Center for the use of citizens of Buckhannon, West Virginia and the surrounding unincorporated communities located within Upshur County, West Virginia to engage in artistic expression within commonly accepted bounds of community decency, while recognizing and honoring the core principles of free expression and rational inquiry protected by the West Virginia and United States constitutions.

2. Determination of use for the Main Stage Great Hall, the Balcony Theatre, and the M.I.B. Art Gallery

- a. Application Process: applications will be made available on the Colonial Arts Center and ART26201 websites. Applicants should submit applications electronically to info@ART26201 no less than one and a half months (45 days) prior to requested event date.
- b. Review Procedure: All applications will be reviewed by a Rental Review Committee, which will meet monthly (either in person, electronically, or via phone or video conference) to review requests. The Rental Review Committee will be comprised of one member each from the City of Buckhannon, Buckhannon Community Theatre, ART26201, and one or two individuals from local arts or educational organizations. There shall be no fewer than three members engaged in each decision.
- c. Standards for Review/Rental Approval: Appropriate rental requests include:
 - 1. Programming that is in line with the cultural and artistic values of the City of Buckhannon, West Virginia, as expressed through its representatives, including its Colonial Arts Center Board;
 - 2. Proof of artist contract/verification of royalties paid/letter of agreement from cooperating artists (Producers with mission or genre—specific programs may provide proof of services in the form of brochures, websites, etc.); and
 - 3. Execution of appropriate agreements which will indemnify and hold the City of Buckhannon, its officers, employees, or agents, harmless for any injury or damages sustained by any party whatsoever consequent to the requestor’s use of the Colonial Arts Center. Such agreements are subject, as to form, to the final approval of the City of Buckhannon.

3. Priority of Use

- a. The City of Buckhannon, including its Stockert Youth and Community Center, (SYCC) Arts programming has first priority of use of all performance, cinema, and gallery spaces. All SYCC Arts programs are exempt from rental fees.
- b. The Colonial Theatre’s fiduciary partners (including the Upshur County Board of Education, West Virginia Wesleyan College, ART26201 and Buckhannon Community Theatre) will receive priority consideration, with fees to be determined by majority agreement from the Rental Review Committee on a case-by-case basis, subject to any agreements executed between the City of Buckhannon and said partners.
- c. Local arts-based or arts-adjacent entities will be considered first for all possible rental dates after calendar arrangements for (a) and (b) above.
- d. Local general non-profit and non-arts-based educational rental requests will also be considered.
- e. Civic groups’ rental requests will be considered on a case by case basis.

4. Rental Agreement

- 1. Upon approval of dates and programming, the chair of the Rental Review Committee will issue a contract to the requestor.
- 2. Requestor will return contract with a \$100 good faith deposit to secure their requested date. Said deposit will be deducted from total rental fees incurred.

5. General Rental Rate Schedule

Basic Rental Rates: (presented here with an assumption of a 3 hour minimum)

room	rental rate (per 4 hours)	technical fee	house management fee	cleaning fee
Main Stage Great Hall	\$750	\$25/hr	\$20/hr	\$100
the Balcony Theater	\$500	\$25/hr	\$20/hr	\$75
M.I.B. Art Gallery	\$500	n/a	\$25/hr	\$50

Additional expenses may be levied as needed, specific to the proposed programming. A waiver of selected fees may be determined at the discretion of the Rental Review Committee.

D. Operating Guidelines

Operating guidelines for the use of the Colonial Arts Center will be given to all government, artistic, educational, cultural and community organizations requesting facility rental by the Chair of the Rental Review Committee. By signing a rental contract, the Requestor agrees to abide by all guidelines and procedures established for the Colonial Arts Center. The Colonial Arts Center's Operating Guidelines are intended to provide the minimum policies and procedures to be followed whenever the Colonial Arts Center, in part or in whole, is in use.

E. Contracts

Rental Contracts will be maintained, updated, and issued by the Rental Review Committee, with input and oversight of the City Treasurer.

F.5 Update/approval of rental agreement documents

THE CITY OF BUCKHANNON COLONIAL ARTS CENTER USE AGREEMENT

THIS USE AGREEMENT FOR THE COLONIAL ARTS CENTER, hereinafter referred to as “**AGREEMENT**”, is made and entered into on **XX/XX/XXXX** between **THE CITY OF BUCKHANNON, 70 East Main, Buckhannon, WV 26201**, hereinafter referred to as “**CITY**” and: **Company** hereinafter referred to as “**Renter**”.

Contact for Renter: Attn: _____
Address: _____

Name/Company _____

Street _____

City, State, Zip _____

Phone: _____

Contact email:

In consideration of the mutual promises, covenants, and conditions stated herein, the parties hereto, intending to be legally bound, agree as follows:

1. **FACILITY USAGE:** CITY grants to **Renter** the use of the sections of the Colonial Arts Center, located at 48 E. Main Street, Buckhannon, WV 26201, mentioned below hereinafter collectively referred to as “**FACILITY**”
- Facility Spaces & Rentals to include: (Check all that apply)**

Main Stage Great Hall: Stage, Auditorium, Dressing Rooms, Lobby, Public Restrooms
The Balcony Theatre: Second Floor Theater & Dressing Rooms, Lobby, Public Restrooms
M.I.B. Art Gallery: First floor Gallery, Lobby, Public Restrooms
Basement Studios & Classrooms: Specified Rented Studio, Lobby, Public Restrooms

2. **SERVICES:** CITY agrees to provide to **Renter** the services specified, hereinafter collectively referred to as “**SERVICES.**” (Theatre Assistant, Box Office, etc.)

3. EQUIPMENT RENTAL:

CITY agrees to provide to **Renter** the equipment specified, hereinafter collectively referred to as "**EQUIPMENT**". The Renter hereby expressly agrees that it holds, and will in every event indemnify and hold the City of Buckhannon, its officers, employees, agents, and representatives harmless for any damage, loss, theft, or misuse whatsoever of equipment brought onto property belonging or under the control of the City of Buckhannon.

The Renter expressly understands that it – and it alone – is responsible for the use, care, and condition of its equipment, and that this term is nonwaivable, nontransferrable, or modifiable absent the express, prior written agreement of the City of Buckhannon's i) Mayor, ii) Director of Finance and Administration, or iii) City Attorney. NONE

4. **PURPOSE OF LEASE:** **Renter** agrees to use the **FACILITY** and/or the **SERVICES** for the following purpose(s): TYPE OF EVENT

5. **DURATION OF LEASE:** Renter's right to use the FACILITY and/or SERVICES shall be for 1 (one) day beginning and ending on XX/XX/XXXX. A day is defined as a 4 (four) hour period of time.

6. **PAYMENTS: Renter** shall pay to **CITY**:

A Non-Refundable Deposit (\$100.00) to be paid with the return of this signed agreement to hold a date more than 30 days in advance of the rental.*

Remaining 50% of Facility and Service fee(s) [see chart for calculations] due at least thirty (30) days prior to the date of the event.

Balance of rental and service fee(s) [see chart for calculations] due on or before the day of the event.

Any additional charges incurred by the Renter will be invoiced after the event. The failure of the Renter to use all of the above described FACILITY and/or SERVICES during the times specified in this agreement shall not entitle Renter to a refund and/or rebate of the fee herein.

*Studio Classroom rentals shall be paid in full on or prior to the date of their rental.

7. PUBLICITY/ADVERTISEMENTS/PROMOTIONS/PROGRAMS:

Prior to printing or publishing any publicity materials, Renter must submit to The Chair of the Rental Review Committee any and all promotional materials or program materials intended for use by the Renter to promote their event for approval. The following disclaimer must be clearly displayed or stated on all print, broadcast, web-based, or otherwise formatted advertising, promotional and program material: **"This program is not a production of The Colonial Arts Center." Failure to comply will result in a breach of contract and may result in cancellation of contract or future rental refusal.** Renter is to send final proofs and/or scripts to the chair of the Rental Review Committee for written approval PRIOR to public dissemination of advertisements, promotional and program materials.

8. LIABILITY OF Renter: Renter shall assume all liability for any injury to persons or damage to property that may arise from any accident that occurs on or about the FACILITY as a result of the use and/or occupancy thereof by Renter.

9. RETENTION OF DEPOSIT: Except as provided in Paragraph 13 hereinafter, any failure by Renter to use and/or occupy the FACILITY and/or SERVICES in the manner herein provided shall not entitle Renter to a return of the deposit.

10. SECURITY: Renter shall provide at Renter's expense adequate and appropriate supervision and security as to insure the safety and security of the public, personnel and FACILITY during occupancy.

11. INSPECTION: CITY reserves the right to enter any and all parts of the FACILITY at times for the purpose of examining same to ensure compliance by Renter with the terms of this Agreement.

12. SIGNAGE/DECORATION/ADHESIVES: Renter shall not in any way alter the FACILITY without the prior consent of CITY's representative.

To ensure compliance with the limitation hereby imposed on the Renter, CITY reserves the right to place reasonable restrictions upon or prohibit the affixation by Renter of any nails, spikes, lighting, posters, signs, or adhesive-backed items such as stickers, tape, etc. to any part of the FACILITY. Absolutely no masking, painter's, or duct tape shall be used to mark the stage or floor in performance spaces. Renter shall provide at Renter's expense all spike and glow tape necessary for such use.

13. COMPLIANCE WITH LAWS: Renter shall comply with all laws of the United States and of the State of West Virginia, all ordinances and codes of the City of Buckhannon and all rules established by CITY, and Renter shall not allow to be done anything in the FACILITY in violation of any such laws, ordinances, rules, or regulations. CITY shall satisfy itself that every aspect of any performance, exhibition, or other form of entertainment which shall be part of the use and/or occupancy of the FACILITY will not violate any applicable law, ordinance, rule or regulations.

14. DUTIES OF CITY: In consideration of the rental agreement to be paid by Renter, CITY shall provide for use by Renter during the times stated herein adequate janitorial services, existing standard lighting and sound systems, heating and air conditioning, and utilities.

15. REFUNDS: In the event Renter does not use and/or occupy the FACILITY and/or SERVICES as herein provided, refunds of the initial deposit of the Renter will be permitted in the following events:

a. Where Renter gives written notice of cancellation at least **thirty (30)** days, or such shorter period of times as the CITY shall, in its sole discretion, determine appropriate, prior to the commencement of the permitted use and/or occupancy; or

b. When the use and/or occupancy is prevented by CITY, provided, in such event, CITY may, in lieu or returning such deposit, credit same to a future date and time if such date and time can be mutually agreed upon by CITY and Renter; or

c. **FORCE MAJEURE:** The contracted event under this agreement is subject to cancellation due to acts of God, war, government regulation, natural disaster, strike, civil disorder or any other emergency beyond the CITY's control.

16. NO LIABILITY: CITY assumes no responsibility for losses suffered by Renter, its agents, employees, or invitees, on or about the FACILITY, **including losses occasioned due to use, misuse, loss, theft, or damage of the Renter's property or equipment.** Renter agrees that CITY shall not be liable for any or all of the liabilities that Renter shall incur during Renter's use and/or occupancy of the FACILITY.

17. LIABILITY INSURANCE: In connection with Renter's use and/or occupancy of the FACILITY, Renter shall maintain insurance, in full force and effect, during Renter's use and/or occupancy of the FACILITY herein described. Based upon an occurrence form through an admitted carrier in the State of West Virginia in the amounts set forth below covering bodily injury and property damage liability including, but not limited to, premises and operations, product and completed operations, contractual, broad form property damage, independent contractors and personal injury coverages. Renter shall furnish CITY prior to Renter's use and occupancy of the FACILITY with a certificate of insurance naming CITY, its officer, employees, and agents as additional insured; also providing that the insurance evidenced thereby will not be canceled prior to the expiration of

this agreement or until **CITY** shall have received written notice of such termination. Said insurance shall provide not less than \$1,000,000.00 for injuries or deaths or property damage in one accident and \$1,000,000.00 aggregate during the policy year.

18. CATERING: If food services and/or alcoholic beverages is involved, and such food services and/or alcoholic beverage caterers are to be provided by other than **Renter**, **Renter** agrees to use only such food service and/or alcoholic beverage caterers as are approved in advance by **CITY**. **Renter** understands that the agreement for such food services and/or alcoholic beverages is to be solely between the **Renter** and such caterer, and all details concerning such food services and/or alcoholic beverages is to be arranged between **Renter** and such caterer, without the involvement of the **CITY**.

19. SEATING CAPACITY: In no event shall the seating or occupancy capacity of the **FACILITY** be exceeded. (Bryson: do we have these numbers? Should we include them here?)

21. OBSTRUCTIONS: The use and/or occupancy of the **FACILITY** by **Renter** pursuant to the Agreement shall at no time obstruct access to or exit from the Colonial Arts Center or any portion thereof.

22. FLAMMABLE MATERIALS: **Renter** will not do, nor permit to be done, anything in or upon any portion of the **FACILITY** or bring or keep anything therein or thereon which will in any way conflict with the then existing fire code promulgated by the City of Buckhannon and the City of Buckhannon Fire Department, or which will in any way create and/or perpetuate any unsafe condition as deemed appropriate by **CITY** and/or its agent. (again, Bryson: we’re going to need to have a flammables cabinet somewhere in the basement. is that something we’ll need to address, especially for BCT?)

23. SMOKING POLICY: The Colonial Arts Center is a **NON-SMOKING building**. **Renter** shall not permit the use of tobacco products on the premises. Any smoking performed or simulated onstage must be approved in advance by the Chair of the Rental Review Committee.

24. ADDITIONAL PERSONNEL: Except as specified in Paragraph 2 of this Agreement, **CITY** will provide no additional personnel to the **Renter**. Hiring, training, and supervision of crew and/or stage hands or other support personnel is the sole responsibility of the **Renter**. **Renter** shall provide an adequate number of these personnel required for the **Renter’s** intended purpose. Such personnel, especially those who will have contact with the public, should be neat in appearance and orderly and polite in their speech and conduct. **Renter** shall replace or dismiss any of such persons who do not meet with the approval of **CITY** immediately upon a request from the **CITY**.

25. RESTITUTION: **Renter** shall take no action that would in any manner deface or destroy the **FACILITY** and/or **EQUIPMENT**, or any part thereof, and **Renter** agrees to make full restitution or payment for any such damages which may occur during the use and occupancy of the **FACILITY** by the **Renter**. **Renter** assumes full responsibility for any damage done to the **FACILITY**, or to the **EQUIPMENT** therein, which may occur during the use and occupancy of the **FACILITY** by **Renter**.

26. OBJECTIONABLE PERSONS: **CITY** reserves the right to remove from the **FACILITY** any person whom **CITY** at its sole discretion deems objectionable. Neither **CITY** nor any of its officers, agents, or employees shall be liable to **Renter** for any damages that may be sustained by **Renter** through the exercise of this right.

27. CONCESSIONS: The **CITY** reserves the right to operate a concessions before the event and during intermissions unless otherwise agreed to in advance between the **CITY** and **Renter**. **Renter** will have no claim to proceeds nor part in expenses of operating said concession.

MERCHANDISE: The **CITY** reserves the right to manage all merchandise sales before the event, during intermissions, and after the performance. **Renter** may agree to sharing profits from sales of **Renter’s** merchandise managed by the **CITY**. **Renter** and **CITY** will agree to aforementioned profit rate in advance of any merchandise sales, not to exceed 20% of the total of **Renter’s** sales.

IN WITNESS WHEREOF, the parties to this agreement have affixed the signatures as follows:
CITY: The Colonial Arts Center

BY: _____
(Please Print Name)

Date: _____

Renter: _____

BY: _____	_____
(Signature)	(Please Print Name)

BY: _____	_____
(Signature)	(Please Print Name)

Date: _____

NOTE: This contract is not valid without receipt of deposit, proof of insurance and signatures of CITY and Renter. In the event of rental for theatre production or showing of a film, the CITY will also require proof that all appropriate licensing and rights have been obtained by Renter. Musical acts are responsible for reporting and payments to ASCAP and BMI when appropriate.

F.6 Status of Operations Policy- as previously discussed.

G. Board Member and Staff Comments and Announcements:

VanNostrand: Earlier in the meeting Mr. VanNostrand reported on the success of the Liar Contest and Bil Lepp Event. Mr. VanNostrand also suggested that the Board setup a fundraising committee.

Sanders: Mr. Sanders questioned the status of completion of the theatre and his concerns of continuing to use the building before completion. Board members had a discussion about holding off on any further fundraising events until the building is ready. Mayor Skinner commented on the same concerns and directed Mrs. Jenkins to check with insurance carrier on use of space for fundraising.

Lively: Reported that the Board of Education has hired Jacob Spruce in the position to be shared at the CAC. His start date is September 1st.

H. Adjournment

There being no further business to be transacted, meeting adjourned at 5:55 pm.

Chairperson John Waltz

Vice Chairperson Erika Kolenich