

**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 January 3, 2023 at 5:00 p.m. at City Hall in Council Chambers with the following in attendance:

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
UCBOE Arts Educator Facilitator	Jakob Spruce	Present
CAC Consultant	KB Saine	Present
MyBuckhannon	Monica Zalanik	Present

Ethan Butler of Orion Strategies -Website design

***City of Buckhannon Colonial Arts Center Board 5:00 P.M. at City Hall in Council Chambers  
Meeting Agenda for Tuesday, January 3, 2023***

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- 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: 12/08/2022
- D. Correspondence & Information**
  - D.1
- E. Manager’s Report**
  - E.1 Construction Updates & Remaining Steps
  - E.2 Report from Programming
  - E.3 Marketing/Promotion
  - E.4 Website Update
  - E.5 Partner Organization Reports
  - E.6 UCBOE Arts Educator Updates (Jakob)
- F. Strategic Issues for Discussion and/or Vote**
  - F.1 Revised Mission and Vision Statement
  - F.2 Fundraising Committee Updates & Co-Chair
  - F.3 Seating RFP & Next Steps
  - F.4 Next Steps from Board Strategy Meeting
  - F.5 Production Agreement Outside Artists
- G. Board Members Comments and Announcements**
  - G.1 Next Regular Scheduled Meeting Date: Tuesday, February 7, 2023 at 5:00PM
- H. Adjournment**

POSTED 12/29/22

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

**B. Recognize Guests:** None

**C. Consent Agenda:**

**C.1 Approval of Minutes 12-08-2022:** Tabled - Minutes were not ready for approval.

**D. Correspondence & Information:** None

**E. Manager’s Report:** Manager Wilson reported the following:

**E.1 Construction Updates & Remaining Steps**

- ❖ Construction
  - Front entrance is being covered with flats of plywood to reveal at grand opening
  - We have seating options for balcony to choose from
  - Renovations approximately 90% complete

## **E.2 Report from Programming**

- ❖ Programming
  - BCT's anniversary show was excellent and they are currently building their 2023 season, looking for members and annual subscribers
  - Jakob and I now have a clear understanding of how to handle programming costs v. instructor pay, teachers, guest artists, etc.

## **E.3 Marketing/Promotion**

- When the time comes, I will write and distribute a press release with BCT's newest contribution towards their donation pledge which will include our grand opening announcement
- Working on internship documents for WVWC student Sawyer Alderman to be assistant director for BUMS play, as well as a CAC intern
- Jakob and I are beginning research on summer arts camps and brainstorming ideas for that programming

## **E.4 Website Update**

- ❖ RecDesk/Website
  - One more meeting is left to discuss online giving/donations
  - Ethan now has a RD account and is integrating it into our website
  - Goal is for Anne, Ethan, and kb to collaboratively launch the website within the next two weeks
  - We are uploading new photos, reorganizing pages, editing text, etc.
- ❖ **Additional notes on report:**
  - The temporary risers worked well for the latest shows in the Main Hall. Received good feedback about temporary seating.
  - Jakob Spruce and Anne Wilson met with Debora Brockleman to discuss how SYCC handles fees and costs for classes taught by independent instructors. Background checks need to be conducted on instructors.
  - Per Chairman Waltz the draft website looks great. A preview of website was displayed.
  - Manager Wilson is working on CAC membership and volunteer forms.
  - Once the website is complete, links should be shared with CVB, City, Art26201 and another community partners.

## **E.5 Partner Organization Reports**

BCT will meet in the theatre Monday, Dec 9<sup>th</sup>. KB Saine suggested making a public announcement of the contributions to the Colonial from the recent events. BCT is halfway to the pledged donation for the Jim Knorr concession area. (Pledge was \$25,000 of which approximately half has been paid)

## **E.6 UCBOE Arts Educator Updates (Jakob):**

Will be meeting with the Assistance Superintendent (Mindy) on Monday.

Middle School play will be held April 22-23, 2023. An interest meeting for this will be held Monday. A WVWC student will intern for this. Teachers are interested in helping. Manager Wilson will do a couple talks about the CAC. Rehearsals will begin in February and will move to Colonial a week before the opening.

After speaking with Debora Brockleman of SYCC, he feels his proposal for instruction class fees works similar to his proposal. Will move forward with that.

Also received requests for week long Summer Arts Camps that are similar to ART26201 film making classes. He will look into this and compare to Capitol High Schools summer art program.

WV Dance Company will rejoin in February in two schools and will do one public performance in the Colonial for free. Jax McAtee grew up in Buckhannon and has choreography a piece for the event. Mr. Spruce expect this to be a good media press moment. To help supplement this event, Mr.

Spruce, attended Rotary meeting to request funding to help pay for lodging and food for the event. The Rotary was very receptive in this.

Manager Wilson also noted that the Rustic Mechanicals will be performing in July.

Keith Buchanan stated that Rotary is anxious to help and are interested in volunteering in many ways.

The Grand Opening will be a very busy schedule. The Middle School play, WV Dance Company, Music Man at the High School, then in May BCT will be preparing for Red Velvet Cake Wars to be held in Colonial. Then they will begin summer camps.

## **F. Strategic Issues for Discussion and /or Vote:**

### **F.1 Updated Mission and Vision Statement:**

#### Colonial Arts Center Mission & Vision Proposed Updates

##### Current: Mission Statement

The Colonial Arts Center will serve as a community arts hub, facilitating and providing venues for creative and educational opportunities for students, artists, and audience members through diverse programming.

##### **Proposed: Mission Statement**

**The Colonial Arts Center is the City of Buckhannon's community arts hub, which provides multiple venues for creative and educational opportunities for students, artists, and audience members through diverse programming.**

##### Current: 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.

##### **Proposed: Vision Statement**

**The Colonial Arts Center will inspire artists of all kinds by offering multiple venues for creative outlets via classes, programs, and performances. Through community partnerships and collaborations, the Colonial Arts Center will continue to expand Buckhannon's arts and culture landscape.**

KB Saine explained that the updated statement was just to give some clarity of the language and make it current tense and to make words consistent in the document.

There has not been a substantial change to the original document.

**Motion Lively/Buchanan to accept the updated Mission and Vision Statement. Motion carried.**

### **F.2 Fundraising Committee Updates & Co-Chair:**

Keith Buchanan reported the committee has expanded. Alisa Lively will serve as the co-chair in developing the recognition piece. Anyone that has donated will be recognized properly. This needs to be completed before the Grand Opening. There are 14 donor levels. There are five naming opportunities for \$25 thousand or more.

There are some pledges that need to be re-contacted to determine if they still have intentions to donate.

Board Member Lively is reaching out to the local vendors to assist with this. Vice Chair Kolenich has offered to help. Something needs finalized by the next meeting.

KB Saine stated she has been working with David McCauley on the language for the Garland West and Cuppari recognition. She will share that with Board member Lively.

F.3 Seating RFP & Next Steps:

Still working on the Request for Bids.

F.4 Next Steps from Board Strategy Meeting:

KB Saine said things seems to be moving, but one thing that needs to be done is a programming sub-committee. Does the Board want to be involved or appoint others. Chairman Waltz said this should be included on the next agenda.

KB Saine inquired if the Board would be interested in allowing her to contact the artist Chuck Olsen to determine his interest in a performance/show at the Colonial. Chairman Waltz stated it is definitely worth pursuing.

F.5 Production Agreement Outside Artists:

The following draft was submitted for review. In particular it was requested that KB Saine and Randall Sanders review it.

DRAFT PRODUCTION AGREEMENT

This Production AGREEMENT (“Agreement”) is by and between The City of Buckhannon (“City”) and \_\_\_\_\_ (“Artist”), (together, the “Parties”), and is effective as of \_\_\_\_\_.

DEFINITIONS

A. “Agent” is that person authorized by City to act on City’s behalf. For the purpose of this Agreement, the term Agent shall extend solely to \_\_\_\_\_, and to those whom the City Council of the City of Buckhannon may extend authority to act on City’s behalf.

B. In the event the Artist is not an individual natural person, or the Artist is more than one natural or statutory person, then the Artist designates \_\_\_\_\_ to be the Artist’s point of contact with the City.

IN CONSIDERATION of the promises and contained herein, and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereto do agree as follows:

1. Production expectation: The Artist shall present, subject to the terms of this Agreement, the Production set forth in the document identified as Exhibit A, which is incorporated herein by reference. This Agreement is the sole authorization for the Artist to enter upon the Colonial Arts Center or other City premises for the purposes of preparing and performing the Production.

2. TERM.
- a. Start Date. Artist’s production expectation under this Agreement commences \_\_\_\_\_.

b. Termination Date. Artist’s production expectation under this Agreement terminates \_\_\_\_\_ unless terminated pursuant to Paragraph 5, below.

3. LIMITATIONS ON AUTHORITY. The Artist is not an Agent, Employee, or Official of the City, the Colonial Arts Center, or any constituent part thereof. The Artist, and any persons associated with the Production, shall comply with all City ordinances, policies, procedures, and directives. This Agreement constitutes a temporary and revocable license granted by the City to the Artist for the sole and express purpose of preparing and presenting the Production, which license may be revoked at any time.

4. MEDIA AND PUBLICITY AUTHORIZATION. The Artist consents to the unrestricted use by City or its designee of any photographs, recordings, interviews, videotapes, motion pictures, or similar visual recordings in which the Artist appears that are created during the course of the Production.

5. TERMINATION. This agreement and the employment of Artist shall terminate prior to its expiration date set forth in Clause 2(b) under the following conditions:
- a. The permanent disability of Artist (permanent disability shall exist when Artist suffers from a condition of mind or body that indefinitely prevents him or her from further performance of his or her duties;) or,

b. Upon receipt by Artist of written notice from City that Artist’s production expectation is being discharged for ‘good cause.’ City has “good cause” to discharge Artist if:

i. Artist fails or refuses to perform faithfully and diligently the usual and customary duties of his or her production expectation, which failure or refusal is not cured within 2 days after written notice thereof is given to Artist;

ii. Artist fails or refuses to comply with the ordinances, policies, standards, rules, or directives of the City;

iii. Artist violates any term or condition of this Agreement.

iv. It is determined by the Colonial Arts Center Board or the Council of the City of Buckhannon that the Artist has conducted himself or herself in an unprofessional, unethical, or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of City.

6. REALIZATION OF TERMINATION. In the event Artist is discharged for good cause, the Artist shall receive XXXXXX (XX hours) notice that this Agreement is terminated and shall remove himself or herself from all City venues and property forthwith. Artist is entitled to no other involvement in the production when he or she is terminated for good cause as defined in paragraph 5(b) above.
7. SUCCESSORS AND ASSIGNS. Artist shall not be entitled to assign any of his or her rights or obligations under this Agreement.
8. AMENDMENTS. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the Parties hereto.
9. NOTICES. Any notice required or permitted to be given under this agreement shall be sufficient, if in writing, sent by email in the case of the Artist, or hand delivered to City Hall, or to another principal office, in the case of the City.
10. ENTIRE AGREEMENT. Artist acknowledges receipt of this Agreement and agrees that this Agreement represents the entire Agreement with City concerning the subject matter hereof, and supersedes any previous oral or written communications, representations, understandings or Agreements with City or any Agent thereof.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date set forth above.

_____	_____
Artist's Full & Legal Name	Artist's Name as Should be Publicly Listed
_____	_____
Artist's Signature	Date
_____	_____
City of Buckhannon Agent	Date

G. Board Members Comments and Announcements:

- Next regular scheduled meeting date: Tuesday, February 7, 2023 at 5:00 pm.
- Amberle Jenkins reported that she had checked on the question of whether or not the city should collect sales tax on sales at the Colonial. This is the answer from the WV State Taxpayer Services.



Amberle Jenkins <amby.jenkins@buckhannonwv.org>

Sales tax question - for municipal government  
2 messages

Amberle Jenkins <amby.jenkins@buckhannonwv.org> Wed, Dec 28, 2022 at 10:27 AM  
Reply-To: amby.j@buckhannonwv.org  
To: Tax Help <TaxHelp@wv.gov>  
Cc: Barbara Hinkle <barbara.hinkle@buckhannonwv.org>

The City of Buckhannon is close to finishing renovations of a small theatre building in downtown Buckhannon. The plans are to hold events in the theatre. Those events will vary, but include performances by the local Buckhannon Community Theatre and other organizations and private artists. We plan to sell tickets, concessions and retail items like tshirts. Do we need to collect and report sales tax for the tickets and concessions that are collected by the City of Buckhannon?

--  
Amberle Jenkins  
Assistant Recorder, Director of Finance and Administration  
City of Buckhannon  
304-472-1651 ext 1016

*This message may contain confidential and/or restricted information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. This message shall not be forwarded or distributed unless the sender consents to forwarding or distribution. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.*  
Picture

Help, Tax <taxhelp@wv.gov> Wed, Dec 28, 2022 at 10:33 AM  
To: amby.j@buckhannonwv.org

No not if they are collecting it  
Thanks

[Quoted text hidden]  
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Taxpayer Services  
WV Tax Division  
P.O. Box 3784  
Charleston, WV 25337  
Phone: 304-558-3333  
<http://tax.wv.gov>

- **KB Saine** also clarified that upon checking with Amby, if donations are received for the Colonial the City does not typically send a letter but does send a receipt unless something further is needed from the donor.
- **Jakob Spruce** will not be at the next couple of meetings.

#### **H. Adjournment**

There being no further business to be conducted at this time, the meeting was adjourned at 5:40 p.m.

**Chairperson John Waltz**

**Vice Chairperson Erika Kolenich**