

**TO:** James L. App, City Manager  
**FROM:** Barbara Partridge, Director of Library & Recreation Services  
**SUBJECT:** Commissioned Art in Children's Play Area of the City Park  
**DATE:** December 16, 2003

**NEEDS:** For the City Council to accept the Parks and Recreation Advisory Committee's recommendation to request proposals from artists to create interactive public art to be placed in the children's play area of the downtown City Park.

**FACTS:**

- 1.) At its regular meeting of October 2003, the Parks and Recreation Advisory Committee endorsed accepting REC, Inc.'s gift of \$10,000 (proceeds from the 2002 Duck Derby) to commission an interactive piece of art for the children's play area of the City Park.
- 2.) The Parks and Recreation Advisory Committee serves as the City's Public Art Advisory Committee and makes recommendations to the City Council regarding placement of public art.
- 3.) REC, Inc. is a nonprofit corporation whose purpose is to raise funds to enhance recreational places and programs in the City of Paso Robles.
- 4.) The request for proposals (Attachment A) will provide a call for artists to design, create, and place the art piece for a total cost of \$10,000.
- 5.) Suggestions for the nature of the art include, but are not limited to, benches, sculptures, chimes, drums, and easels.
- 6.) The design must be compatible with the history and culture of Paso Robles and must conform to the parameters of the City's Public Art Policy (Attachment B).
- 7.) The selection committee will consist of members consistent with the provisions of the City's Public Art Policy.
- 8.) The timeline for the selection, creation, and placement of the art noted in the Request for Proposals will conclude by late 2004

**Analysis  
and  
Conclusion:**

The Parks and Recreation Advisory Committee endorses the receipt of REC, Inc.'s gift of \$10,000 to commission interactive public art for placement in the children's play area of the downtown City Park. The stipulations regarding the piece are that it conform to the city's criteria for public art and that it be interactive in nature. It can be a bench, sculpture or other functional design. Total cost for creation and placement of the artwork will not exceed \$10,000. The piece will be in place by late 2004.

**Policy  
Reference:** None

**Fiscal  
Impact:**

None

**Options:**

- a.** Accept the Parks and Recreation Advisory Committee's recommendation to commission interactive public art consistent with the parameters of the City's Public Art Policy for the children's play area of the downtown City Park.
- b.** Amend, modify or reject the above option.

# City of Paso Robles

Department of Library & Recreation Services, 600 Nickerson Drive, Paso Robles, CA 93446 805-237-3988 Fax 237-6424

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## Notice Requesting Proposals for PUBLIC ART

The City is seeking local artists to submit proposals for the creation of public art which is interactive with children and of a theme consistent with Paso Robles history and culture. The artwork will be placed in the children's playground of the downtown City Park.

Interested artists are invited to submit proposals for the artwork no later than **February 6, 2004**. Proposals should be submitted to the City of Paso Robles, Department of Library and Recreation Services, 600 Nickerson Drive, Paso Robles, CA 93446.

The City intends to use a blind selection process to determine which artists will be chosen for interviews. Proposals must contain the artist's name, address and telephone number on a separate sheet of paper, which will be removed from the proposal package. Any identification placed on any of the submitted materials should be put on the reverse or under side. Proposals will be opened publicly. **Proposals received after 3:00 PM on February 6, 2003, will not be considered.**

A pre-proposal conference will be held to enable artists to become familiar with the design and receive answers to any questions regarding the City's request for proposals. The conference will be held on January 9, 2004 at 3:00 PM at Centennial Park, 600 Nickerson Drive, Paso Robles.

Specification packages and additional information may be obtained by contacting Centennial Park, 600 Nickerson Drive, Paso Robles at 805-237-3988.



The City of Paso Robles is committed to including disabled persons in all of our services, programs and activities.

**Specification No. []**  
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## **Section A**

### **DESCRIPTION OF WORK**

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#### **INTRODUCTION**

The City of Paso Robles wishes to enhance our city with the installation of public art. The intent of providing art as a public benefit is to enrich the existing environment and the community.

#### **CHARACTER AND SCALE**

The City seeks a wide range of ideas for public art which is interactive with children and is of a theme consistent with Paso Robles history and culture. Ideas that have been discussed include benches, easels, child-friendly sculpture, chimes or drums. These are offered only as examples.

The artwork qualifying for placement in the children's playground of the City Park must meet all current building code standards and playground safety requirements.

#### **MATERIALS**

The materials used for the artwork shall be low maintenance, durable and vandal resistant, (e.g. stone, marble, concrete, ceramic, metal or combinations thereof ).

#### **BUDGET**

\$10,000 is available for the design, delivery, and installation of completed art.

#### **INFORMATION**

For information on the selection/review process, please contact: Barbara Partridge, Director, Library and Recreation Services, 600 Nickerson Drive, Paso Robles, CA 93446. (805) 237-3993

## Section B

# GENERAL TERMS AND CONDITIONS

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### PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the City of Paso Robles, Department of Library and Recreation Services and sent to 600 Nickerson Drive, Paso Robles, CA 93446. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Proposal Withdrawal and Opening.** A proposer may withdraw its proposal, without prejudice, prior to the time specified for the proposal opening, by submitting a written request to the Director for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.
4. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested by the City.
5. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

### CONTRACT AWARD AND EXECUTION

6. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
7. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will provide, in a timely manner, any and all information which the City deems necessary to make such a decision.

8. **Contract Requirement.** The proposer to whom award is made (Artist) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
9. **Insurance Requirements.** Insurance and indemnification requirements will be determined by the Risk Manager based on the nature of the artwork selected.

## CONTRACT PERFORMANCE

10. **Ability to Perform.** The Artist warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
11. **Laws to be Observed.** The Artist shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county of San Luis Obispo and City of Paso Robles ordinances, regulations and adopted codes during its performance of the work.
12. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Artist is required to pay.
13. **Safety Provisions.** The Artist shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
14. **Immigration Act of 1986.** The Artist warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
15. **Artist Non-Discrimination.** In the performance of this work, the Artist agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
16. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Artist (Net 30).
17. **Inspection.** The Artist shall furnish City with every reasonable opportunity for City to ascertain that the services of the Artist are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Artist of any of its obligations to fulfill its contract requirements.

18. **Contract Assignment.** The Artist shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
  
19. **Termination.** If, during the term of the contract, the City determines that the Artist is not faithfully abiding by any term or condition contained herein, the City may notify the Artist in writing of such defect or failure to perform; which notice must give the Artist a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency. If the Artist has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Artist to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Artist's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof. In said event, the Artist shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Artist as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Artist shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope. The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Artist be entitled to receive in excess of the compensation quoted in its proposal.



## Section C

# SPECIAL TERMS AND CONDITIONS

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1. **Proposal Content.** The proposal must include the following information:
  - a. A one-page letter describing your interest in the project, relevant previous experience and a description of the proposed artwork concept.
  - b. A one-page artist statement pertaining to previously completed projects. Include at least two professional references.
  - c. Current resume (up to two pages).
  - d. Representation(s), such as a drawing, color copy, or photo, of the proposed art that must be no larger than 11 x 17 and is capable of being reproduced for multiple copies.
  - e. A budget for the proposed project.
  - f. Six to ten 35mm slides of previous work.
  - g. A written declaration warranting that the artwork is original work created for this specific project and that, upon completion and installation, the work becomes the property of the City of Paso Robles.
  - h. **The City intends to use a blind selection process for determining which proposers will be chosen for interviews. Please include your name, address, and telephone number on a separate piece of paper that can be removed for evaluation. Any identification on other materials submitted should be on the back or bottom where it is hidden from view.**

**Proposal Evaluations and Selection.** Judging will be by a consistent with the adopted Art in Public Places Policy, and will consist of a quorum of the Parks and Recreation Advisory Committee convened as the Public Art Review Committee (PARC). Selection recommendation will be forwarded to the full board of the Paso Robles Parks and Recreation Advisory Committee for recommendation for approval by the City Council. Artists may be asked to submit a model or photos of previous work using the same materials. Safety and ease of maintenance will be factors in judging. Final submissions must conform to accepted drawings



Award of Contract

**Design and Fabrication of Artwork**

**May – July 2004**

**Installation of Artwork**

**July 2004**

3. **Pre-proposal Conference.** A pre-proposal conference will be offered so that artists may become familiar with the scope and intent of the artwork. This will be an opportunity to ask any questions regarding the City's request for proposals. The conference will be held on Monday, January 9, 2004, at 11:00 a.m. at City Hall, 1000 Spring Street, Library Conference Room.
- 4.
5. **Submittal of References.** Each bidder shall submit the names of two references on the form provided in the RFP package.
6. **Submittal of Maintenance Record.** Selected artist will be required to complete and submit a maintenance record at the time of contract award.
7. **Acknowledgements.** A small brass plaque will be appropriately placed and secured, noting the title of the work, the name of the artist, and the date.
8. **Ownership of Artwork.** Upon completion and installation of the artwork, the work becomes the property of the City of Paso Robles.

**Section D**  
**FORM OF AGREEMENT**

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AGREEMENT

THIS AGREEMENT is made and entered into in the City Paso Robles on this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF PASO ROBLES, a municipal corporation, hereinafter referred to as City, and [ARTIST], hereinafter referred to as Artist and referred to jointly as PARTIES.

**WITNESSETH:**

WHEREAS, on \_\_\_\_\_, the City requested proposals for the design and fabrication of artwork in accordance with the specifications in the proposal package, Specification; and

WHEREAS, the proposals were reviewed by a selection committee;

WHEREAS, the committee selected \_\_\_\_\_ for the Public Art Project and recommended its approval too the City Council; and

WHEREAS on \_\_\_\_\_ the City Council approved the selection of the Public Art Project; and

WHEREAS, in relation to the California Environmental Quality Act (CEQA) the Community Development Department has granted a categorical exemption for this project.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

**SECTION 1: ARTWORK INSTALLATION AND COMPENSATION**

A. The Artist agrees to fabricate, deliver and install the artwork as shown in Exhibit A by \_\_\_\_\_, 2004, for a total not to exceed \$10,000 to be paid by the City. The total fee includes labor, materials, equipment, insurance and related costs of designing, fabricating and installing the artwork in a manner ;to be approved by the Public Works Director.

B. The Artist shall design and fabricate the artwork in accordance with the schedule.

C. The Parties agree that minor modifications to the artwork's design and/or materials may become necessary during fabrication and installation. Artist may undertake minor changes without the consent of the City. No major or significant changes to the design or materials may be undertaken without the City's prior written consent. Said consent shall be entirely at the discretion of the City.

D. The schedule of payments to the artist shall be as follows:

- 1) 25% of total fee upon execution of this agreement; and
- 2) 25% of total fee upon fabrication mid-point; and
- 3) 50% of total fee upon City acceptance of artwork.

## **SECTION 2: OWNERSHIP**

A. The Artist warrants that the artwork is the result of the artistic efforts of the Artist and that the artwork will be installed and become the property of the City, free and clear of any liens, claims or encumbrances or limitations of any kind.

B. Upon completion of the artwork as shown in Exhibit A and upon its final acceptance by the City's Public Works Department, the City shall assume ownership and full responsibility for maintenance of the artwork, as determined necessary by the City prior to acceptance of the artwork.

C. The Artist hereby grants to the City and its designees: a) the exclusive right to display the artwork; b) ownership of the models, sketches, renderings and other documents relating to the design, city approval and installation of the artwork; and c) the right to reproduce the artwork using photographs and other two-dimensional images for educational, civic, public relations, arts promotional and other non-commercial purposes, including the right to sell derivative works based on the artwork. The Artist shall receive acknowledgement in connection with the artwork or any reproductions or promotional materials prepared by the City. Except as provided in this agreement, the Artist retains all copyrights in the artwork.

## **SECTION 3: INDEMNIFICATION AND WARRANTIES DURING DESIGN AND FABRICATION**

A. The Artist and his subcontractors agree to defend, indemnify and hold harmless the City and their officers, agents and employees, from and against all claims, costs and damages arising out of the Artwork (including Artists agents or employees activities under this agreement).

B. The Artist and his subcontractors hereby warrant that the artwork is fabricated in accordance with approved plans, specifications, and industry standards, and that it shall be free from faulty or defective workmanship or materials.

#### **SECTION 4: INSURANCE**

A. Prior to installation the Artist shall assume the entire risk of loss or damage to the artwork by theft, vandalism, fire or other casualty. When fabrication of the artwork is complete, the artist is responsible for theft, vandalism, fire, breakage or any damage from the place of fabrication to the site and until the work is accepted by the Public Works Department. .

B. The City may require general liability insurance depending on the nature of the selected artwork.

#### **SECTION 6: REPAIR AND RESTORATION**

The City will, whenever practical, consult with the Artist regarding repairs and restoration which are proposed to be undertaken by the City during the Artist's lifetime. If the artwork requires repairs and restoration, the City agrees to contact the Artist to determine appropriate methods necessary to accomplish identified concerns.

#### **SECTION 7: LOCATION, ALTERATION OR REMOVAL**

The City retains the right to relocate or remove the artwork from public display for any reason, at the sole discretion of City Manager or Public Works Director. Reasons for removing the artwork from public display shall include, but not be limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of artwork; or needs to access, repair and maintain public facilities. The City agrees to properly store and maintain artwork if taken out of public display, until such time as the City decides to re-install it for public display, sell or transfer ownership or artwork.

#### **SECTION 8: SALE OR DISPOSITION**

A. The parties agree that the City shall have the exclusive right to sell, loan, lease or transfer the artwork at any time and to whomever or whatever entity the City may choose.

B. The Artist expressly waives, as to his successors in interest, to the greatest extent allowed by law, any rights he may have under California Civil Code Sections 986 through 989. Specifically, but not exclusively, the Artist disclaims, for himself and his successors in interest, any right to collect a royalty payment upon the sale or transfer of the artwork by the City or its successors interest, and agrees that in no event shall the Artist have the right to place a lien upon the site where the artwork is installed or to receive punitive damages.

#### **SECTION 9: MISCELLANEOUS PROVISIONS**

A. The personal skill, judgment, and creativity of the Artist is an essential element of this agreement.

Consequently, although the Parties understand that the Artist may employ qualified personnel to work under his supervision, the Artist shall not assign, transfer or subcontract the creative and artistic portions of the artwork to another party without the prior written consent of the City.

B. This agreement contains all understandings, and no changes to this agreement shall be effective unless they are signed by authorized representatives of the Parties.

C. All correspondence and submittals under this agreement shall be delivered as follows:

**City**

City of Paso Robles,  
Department of Library and Recreation Services  
600 Nickerson Drive, Paso Robles, CA 93446

**Artist**

[ ]  
[ ]  
[ ]  
[ ]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF PASO ROBLES, A Municipal Corporation

\_\_\_\_\_

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

City Clerk

\_\_\_\_\_  
City Administrative

APPROVED AS TO FORM:

ARTIST

\_\_\_\_\_

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

City Attorney

## REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: \_\_\_\_\_.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

### Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Exhibit A



### **City of Paso Robles's Public Art Guidelines**

Although the guidelines were developed with private art projects in mind, they also apply to city-sponsored public art. The guidelines will help artists, citizens, commission and council members and staff understand the city's expectations for public art. The guidelines are administered by the Director and are used by the city's Architectural Review Commission in reviewing public art projects, with assistance from the Paso Robles County Arts Council.

- A. Public art shall be located within public right-of-way, or shall otherwise be easily visible or accessible from a public right-of-way.
- B. The design and placement of public art shall not impede pedestrian or vehicle traffic, or conflict with public or private easements.
- C. Public art shall be compatible with the immediate site and neighborhood in terms of architectural scale, materials, land use and the site's historical and environmental context.
- D. Public art shall be integrated with the site, and include landscaping, lighting, interpretive information, and other amenities where appropriate.
- E. Permanent public art shall be constructed of durable, high-quality materials and require minimal or no maintenance. Temporary public art shall be constructed of materials appropriate to its duration of public display.
- F. A wide variety of artistic expression is encouraged. Expressions of profanity, vulgarity, or obvious poor taste are inappropriate.
- G. Artwork shall reflect a high level of artistic excellence and shall be installed by persons with the necessary technical experience and knowledge.
- H. Public art shall not directly or indirectly cause adverse environmental effects, or otherwise jeopardize public health, safety or welfare.

# CITY OF PASO ROBLES

## ART IN PUBLIC PLACES POLICY

The purpose of the Art in Public Places (APP) policy is to facilitate the acquisition and display of visual art in City operated public places such as City office buildings and parks. The Policy follows the following definitions and guidelines:

### **ART DISPLAY DEFINITIONS**

*Art for Permanent Display* ~ Art which is donated or commissioned and remains on display for more than one year.

*Art for Temporary Display* ~ Art which is loaned, leased, rented, or otherwise obtained and is displayed for up to one year.

### **PUBLIC ART REVIEW COMMITTEE (PARC)**

- PARC is a quorum of the Paso Robles Parks and Recreation Advisory Committee at a regularly scheduled meeting.
- Proposals for permanent or temporary art display are made to and considered by PARC on a case by case basis.

### **THE PROCESS**

- Upon receipt of a complete proposal for placement of art in a public place, PARC creates an agenda item to consider the proposal at the next regularly scheduled Advisory Committee meeting.
- PARC notifies media and potentially interested parties of the agenda item.
- PARC reviews proposal at the regularly scheduled public meeting, seeking input and opinion from interested parties.
- PARC's recommendations for permanent and temporary artwork display are forwarded to the City Council for consideration and final dispensation.

### **THE CRITERIA FOR SELECTION**

Included, but are not limited to:

- Artistic Quality
- Appropriateness of design to the function of the site
- Durability
- Size
- Material
- Site & Setting
- Maintenance Considerations
- Location

# Call for Entries and Proposals

Interactive art is needed for the Children's Playground area of Paso Robles Downtown City Park

## **Guidelines:**

Artwork should be interactive in nature, meaning that children can play with, sit on, use or in some capacity interact with the piece. The artwork should be of a theme consistent with Paso Robles history and culture. Artwork will be used in children's play space and should be designed accordingly: no sharp edges or other elements which might cause harm. [It must meet all state and federal requirements for playground safety.](#) Suggested reference: Public Playground Handbook for Safety, available from the US Consumer Product Safety Commission, Washington, DC 20207.

## **Presentation**

Drawing and presentation specifications are outlined in the Request for Proposals for Public Art available at Paso Robles Library and Recreation Services, 600 Nickerson Drive, Paso Robles, CA 93446. (805)237-3993.

## **Budget**

The budget for the design, fabrication, delivery and installation of the artwork is \$10,000. *Installation must meet state and federal safety requirements and will be overseen by the Department of Public Works.*

## **Delivery of Artwork:**

Finished piece must be available by July 31, 2004, unless other arrangements are made

## **Deadline:**

Deadline for proposals to be received is 3:00 PM February 6, 2004.

## **Judging:**

Judging will be by a consistent with the adopted Art in Public Places Policy, and will consist of a quorum of the Parks and Recreation Advisory Committee convened as the Public Art Review Committee (PARC) and may include other advisors as deemed appropriate. Selection recommendation will be forwarded to the full board of the Paso Robles Parks and Recreation Advisory Committee for recommendation for approval by the City Council. Artists may be asked to submit a model or photos of previous work using the same materials. Safety and ease of maintenance will be factors in judging. Final submissions must conform to accepted drawings.

Please send entry proposal to:  
Barbara Partridge, Director  
Paso Robles Library and Recreation Services  
600 Nickerson Drive  
Paso Robles, CA 93446

(805) 237-3993