

TO: HONORABLE CHAIRMAN AND PLANNING COMMISSION
FROM: RON WHISENAND, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: MISC. 08-001 – REVIEW OF MURAL – SPRING STREET LLC
DATE: JULY 22, 2008

Needs: For the Planning Commission to review artist renderings for a mural.

- Facts:**
1. The mural is proposed to be located on the north elevation (facing the parking lot) of the building located at 1215 Spring Street (Matthew's restaurant).
 2. The mural was reviewed by the DRC on March 17, 2008 and the Planning Commission on April 8, 2008. The Planning Commission raised concerns and questions regarding the possible number and size of all of the logos, who would be responsible for the maintenance of the mural, and if an exit strategy could be provided. The Commission continued consideration of the mural to allow time for the applicant to provide addition information regarding these issues.

**Analysis
and**

Conclusions: The proposed mural is being presented to the City and Main Street as a public art piece. The central issue is whether the piece is “public art” or “advertising.” Wineries and other users will be able to purchase spots on the mural for their logo or name. Without proper artistic controls, the grape vine could become lost in a confusion of signage.

The Commission, on April 8th, had mixed feelings on whether the mural was considered public art or off-site advertising. Ultimately the Commission continued the item with requests for additional input on long term maintenance, logo limits (to avoid “sign clutter”), and responsibility to restore the building wall once the mural is no longer desirable or maintained.

Since the April 8, 2008 continuance, the applicant has joined into a contractual agreement with the Paso Robles Main Street Association, which entrusts the responsibility of the upkeep and maintenance to the Paso Robles Main Street Association. The applicant has also requested that they retain flexibility regarding the size of logos, logo design, and number of logos. Essentially, the applicants do not want to limit the specific number, size and design of the winery logos.

One of the issues raised by the Commission at their initial hearing was how the applicant intended to restore the building wall once the mural is no longer needed.

While Main Street has agreed to maintain the mural, it is unclear whether that arrangement will include repainting the building wall in the future. So if the mural was to fall into disrepair and both the owner/applicant and Paso Robles Main Street Association do not take action in repairing the mural, it is unclear who will bring the wall back into its original state.

Policy

Reference: Paso Robles General Plan Land Use Element, Paso Robles Zoning Code

Fiscal

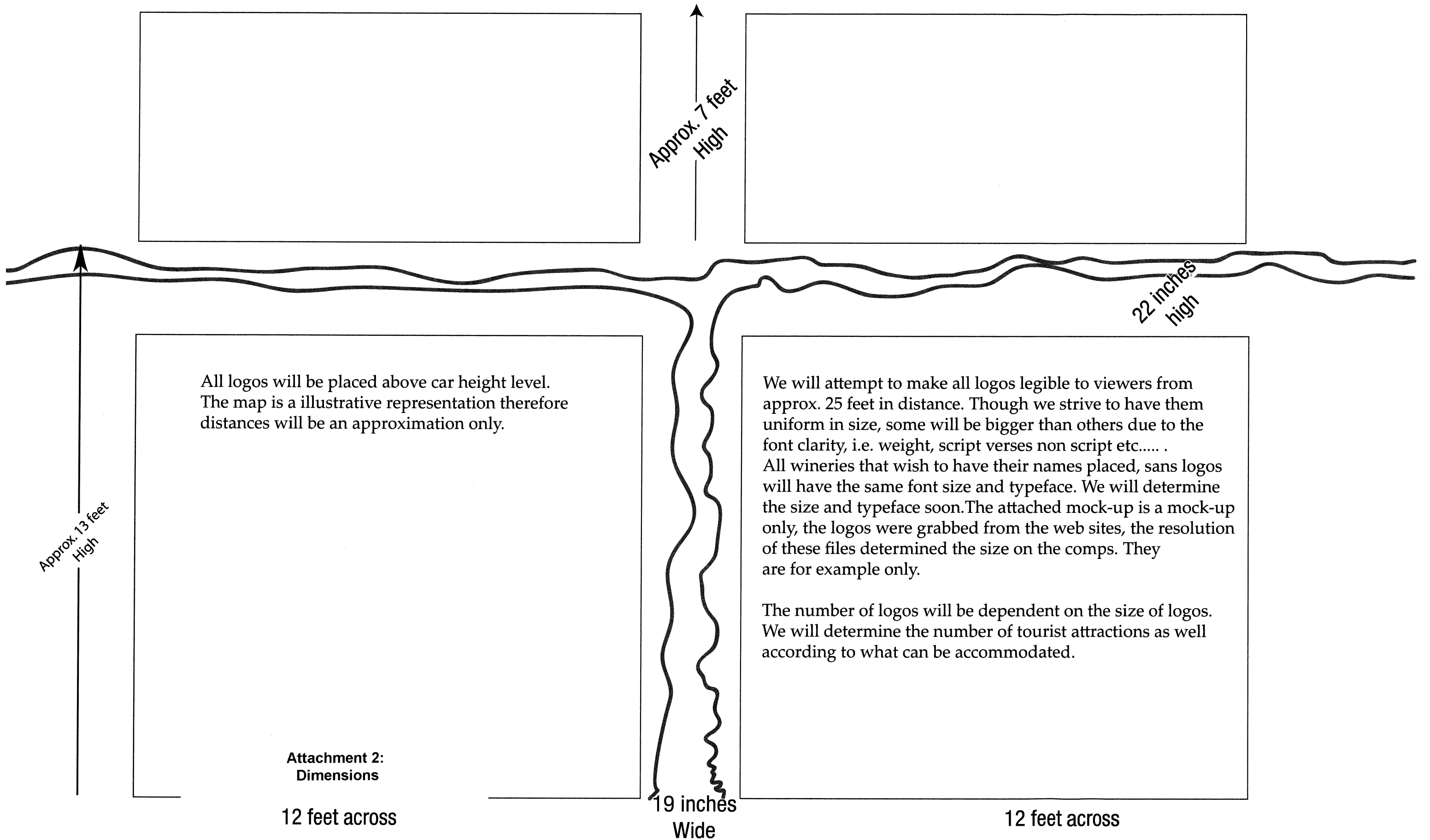
Impact: None

Options: After consideration of all public testimony, the Planning Commission should consider the following options:

- a. Determine that the advertising nature of the mural makes it off-site advertising sign and direct the applicant to explore an artistic (“public art”) design for the mural.
- b. Approve Misc. 08-001, approving the mural as proposed by the applicant to be located on the north facing elevation of the building located at 1215 Spring Street;
- c. That the Planning Commission amend, modify, or reject the above options.

Attachments:

- 1. Proposed Mural Design
- 2. Proposed Dimensions
- 3. Main Street Agreement



All logos will be placed above car height level.
 The map is a illustrative representation therefore
 distances will be an approximation only.

We will attempt to make all logos legible to viewers from
 approx. 25 feet in distance. Though we strive to have them
 uniform in size, some will be bigger than others due to the
 font clarity, i.e. weight, script verses non script etc..... .
 All wineries that wish to have their names placed, sans logos
 will have the same font size and typeface. We will determine
 the size and typeface soon. The attached mock-up is a mock-up
 only, the logos were grabbed from the web sites, the resolution
 of these files determined the size on the comps. They
 are for example only.

The number of logos will be dependent on the size of logos.
 We will determine the number of tourist attractions as well
 according to what can be accommodated.

**Attachment 2:
 Dimensions**

12 feet across

19 inches
 Wide

12 feet across

**Attachment 3:
Main Street Agreement**



JUN 26 2008

Planning Division

**Paso Robles Main Street Association
Design Committee**

“Celebrating the Arts In Our Community”

I. Policy;

The Paso Robles Main Street Association Design Committee “Celebrating the Arts In Our Community” policy and operating procedures are intended to ensure the highest of quality art and expression possible to be displayed in our public places. The policies are intended to guide us in our “Celebration Of The Arts In Our Community” and to obtain the highest aesthetic standards of the arts to enhance the future of our community.

II. Paso Robles Main Street Association “Role:

The Paso Robles Main Street Association will strive for solutions that ensure that the artwork, whether purchased or commissioned, is appropriate for its site... will review and recommend the artists proposal to appropriate city agencies for further review and recommendations and will maintain a professional attitude of a wide variety of styles of artwork, materials, scale and artists work to be considered.

**The Paso Robles Main Street Association Design Committee(s) Goals in
“Celebrating the Arts In Our Community” are;**

- To review each potential site-specific project as to humanize the built environment at specific locations and to create symbols of civic pride which celebrate our community’s identity through the highest quality of artistic expression as to enliven our public spaces.
- To make the arts accessible to our community so that the public may expand its experience through awareness, sensitivity and understanding of the arts, as to enhance the lives of our citizens and its visitors through the interaction with public art.
- To foster the concept of artists as “aesthetic decision-makers” to be recognized and actively participate in the development and planning of our built and natural environment and to encourage the collaboration between our artists. Urban planners, architects, engineers and other city agencies as to create a more artistic environment.

- To provide diverse and challenging opportunities for our artists, as to create artistic expression and a diverse cultural heritage representation in our public art collection.

III. Art Selection Process

- The Paso Robles Main Street Association wishes to commission the best and most appropriate artworks: consequently there shall be no overall policy about residency requirements for artists within and not limited to the greater Paso Robles area. It shall be our goal to ensure a mix of work done by artists which celebrate our community.
- The Paso Robles Main Street Association shall seek commissions among a wide number of artists and shall strive for overall diversity in style, scale, and intent.
- Artists / Landowners shall apply for placement of artwork by the completion of the Paso Robles Main Street Application forms and submission of appropriate proposals to the Paso Robles Main Street Association Office.
- The selection of artwork will be made by the Paso Robles Main Street Design Committee... with an invitation to the City of Paso Robles Planning Commission – Parks and Recreation but not dependant on their presence. The Paso Robles Main Street Design Committee will strive to provide a panel of design committee members and an invited forum of artists, designers, architects, city planners, gallery owners, dealers, and professionals deemed appropriate to make artwork selections that will celebrate our communities heritage and diversity. This panel will change from selection to selection in an attempt to bring a diverse perspective which reflects our cultural and ethnic diversity of the Paso Robles area. The Paso Robles Main Street Association will maintain a file of potential panelists, containing information on the experience of individuals wishing to serve in this capacity.
- The Paso Robles Main Street Design Committee will review all applications and will select the proposal / artists by one of the following methods;
 - o Open Competition: site and program advertised; applications accepted from all artists / landlords;
 - o Limited Competition: A small number of invited artists set forth to develop proposals.
 - o Invitation: One artist set forth to develop a proposal.
 - o Direct Purchase: A completed work of art is purchased.

In all cases after selections have been made all proposals shall be applied to the appropriate city agencies for further review and acceptance.

At any stage the proposal / artist selection process may be interrupted by a majority vote of the Paso Robles Main Street Design Committee Selection Panel. At that point, the following options are available:

- #1
 - Ask artist for clarification or redesign of proposal.
 - Select another artist.
 - Make no selection.

- #2
 - Ask panel for clarification / intention.
 - Ask panel for new artist.
 - Develop new proposal.
 - Convene new panel.

- #3
 - Request clarification of new panel.
 - Request new artists intent.
 - Request new proposal.
 - Abandon proposal entirely.

In reviewing the panels recommendation the Paso Robles Main Street Design Committee will take into account the programs goals for developing a diverse collection, its commitment to the review panels process and the design committees role as a bridge between the arts community, the general public and the built environment. These considerations should outweigh any individual or personal preference in the design committee's decision making process.

IV. Definition of Artwork

- A. For these purposes, artwork includes but is not limited to all paintings, murals, inscriptions, stained glass, fiber work, statues, reliefs or other sculpture, monuments, fountains, arches, or other structures intended for ornament or commemoration. Also included are carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints and works in clay, fiber, wood, metal, glass, plastics and other materials. Landscape items including the artistic placement of natural materials or other functional art objects may be included.

- B. Works of art may be portable as well as permanent. Artwork shall include but is not limited to all paintings, murals, inscriptions, stained glass, statues, relief or other sculpture, monuments, fountains or other structures intended for ornament or commemoration... including carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints and works in clay, fiber, wood, metal, glass, plastics and other materials. Landscape items including the artistic placement of natural materials or other functional art objects may be included.

Title and Ownership of Artwork / Copyright

- The Paso Robles Main Street Association Design Committee shall follow and acknowledge all state and federal copyright laws pertaining to public artworks.

- The Paso Robles Main Street Association Design Committee will maintain ownership of all artwork procured, commissioned and or purchased by the committee.

(Title and Ownership of Artwork / Copyright Continued...)

- The Paso Robles Main Street Association Design Committee will maintain all documentation necessary to record and maintain site / location and historical evidence of its art collection displayed within the city.
- As stated in maintenance agreement the ongoing upkeep and maintenance of said artwork shall be the responsibility / ownership of the Paso Robles Main Street Association Design Committee depending on review and approval. All costs for routine maintenance of artwork shall be funded by the Paso Robles Main Street Association Design Committee funds for public artwork.
- It is the intent of the Paso Robles Main Street Association Design Committee to hold title to each selected artwork (unless previously agreed upon with the artist) and shall hold copyright to said artwork.
- The Paso Robles Main Street Association Design Committee shall maintain an irrevocable license to reproduce, to distribute, and / or display copies / reproductions of said artwork, unless previously agreed upon with the artist.
- The Paso Robles Main Street Association Design Committee shall use its best efforts to give credit to the artist in any publicity or distribution of image / artwork, public showing, and any and all reproductions of said artwork.
- The artist gives to the Paso Robles Main Street Association Design Committee permission to use the artists name, picture, portrait, and photograph in all forms of media and in all manners, including but not limited to exhibition, display, advertising and editorial uses, without violation of the artists rights of privacy or permission, or any other personal and proprietary rights the artist may possess in connection with said artwork. Including proposal drawings or any incidental works made in the creation of said artwork or any agreements granted to the Paso Roles Main Street Association Design Committee by the artist under this agreement.
- The artist shall own all design proposals directly related to conception, fabrication and installation of said artwork.
- The Paso Robles Main Street Design Committee shall also define each artwork by the placement of a plaque which defines "Title of Said Artwork"

– “Artist” – “Donors / Funded by” – “Dedicated to”(Memoriam) at each artwork location.

- In the act of an infringement by a third party of the rights granted under this agreement to the Paso Robles Main Street Association and the artist shall have the right to sue jointly for the infringement and after deducting the expenses of bringing suit (to be borne equally) to share equally in any recovery. If either party chooses not to join in the suit, the other party shall have the right, but not the obligation, to institute suit.

VI. Maintenance Agreement

This agreement is entered into between the following and the Paso Robles Main Street Association.

Michael Riley 6/12/10
NAME OF LANDOWNER DATE

DESIGN COMMITTEE

1215 Spring St Paso Robles Ca,
SITE LOCATION

Let it be understood that the landowner owns that certain real property located at said location within the city of El Paso Del Robles. And in accordance with the Paso Robles Main Street Association agrees to the installation of proposed artwork at said location.

The Landowner shall in accordance with the Paso Robles Main Street Association enter into an agreement for the future maintenance of said artwork.

Landowner shall not deface, mutilate or alter said artwork or knowingly allow other persons to do so.

Paso Robles Main Street Association shall assume all responsibilities sufficient to protect said artwork from damage or loss from fire, theft, vandalism and all occurrences to maintain its original integrity.

Landowner shall not remove said artwork from its installed location without written intent to do so... to Paso Robles Main Street Association.

Paso Robles Main Street Association retains all irrevocable license to photograph and otherwise make two-dimensional reproductions of said artwork at said location.

Landowner shall allow Paso Robles Main Street Association agents to access on to site location for the purpose of inspecting or photographing said artwork for documentation and all maintenance purposes.

This agreement shall run with said site/location as described herein and shall be binding and/or benefiting to both parties respective successors in interest, including but not limited to any purchasers, heirs, devisers, transferees, assigners, tenants, grantees, trustees and beneficiaries... and shall intend that it be enforceable in equity.

Landowner shall provide actual notice of any successors in interest.

This agreement shall be governed by the laws of the state of California.

No modification of this agreement shall be valid unless made in writing and signed by both parties hereto.

No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default.

Should any action or proceeding be brought to enforce the terms of this agreement the prevailing party shall be entitled to reasonable attorneys fees and costs.

Any disputes regarding this agreement that cannot be resolved amicably by both parties hereto shall be settled through binding arbitration, conducted by one arbitrator in accordance with title 9 commencing with section 1280, or part 3 of the California Code of Civil Procedure or any successor statute.

Landowner agrees to defend, indemnify, protect and hold all Paso Robles Main Street Agents, Officers, and Employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to landowners employees, agents, officers or invitees, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of landowner and its agents, officers, or employees, as a result of any act or obligation of landowner arising out of this public art maintenance agreement and all expenses of investigating and defending against same; provided however, that landowner's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole active negligence or willful misconduct of the Paso Robles Main Street Association, its agents, officers or employees.

All costs including attorneys fees with to such suit shall be advanced by the party electing to initiate such suit and all of the proceeds thereof shall belong solely to such party, whether by way of settlement, judgment, or otherwise. If either the Paso Robles Main Street Association Design Committee or the artist unilaterally institutes any such legal proceeding, then the moving party shall have the right to settle such action upon such terms as that party may agree to in its sole business discretion. If no such legal proceeding is instituted, the Paso Robles Main Street Association and the artist shall mutually agree upon the terms of any settlement to be made with any third parties who commit to participate in any act of infringement if any legal action is instituted under the provision of this paragraph, whether jointly or unilaterally, then the Paso Robles Main Street and the artist will fully cooperate with each other in the prosecution of such action.

Contingent Fees, Gratuities, and Conflicts of Interest

- A. The Artist warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Paso Robles Main Street Association Design Committee shall have the right to annul this Agreement without liability or in its

discretion to deduct from the total price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

- B. The Artist warrants and covenants that no gratuities, in the form of entertainment, gifts, or otherwise, have been or will be offered or given by the Artist or any of his / her agents, employees, or representatives to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement.
- C. The Artist warrants and covenants he / she has no direct or indirect pecuniary or proprietary interest, and that he / she shall not acquire any such interest, which conflicts in any manner or degree with the performance of the services required to be performed under this Agreement and that he / she shall not employ any person or agent have any such interest. In event that the Artist or his / her agents, employees, or representatives hereafter acquires such a conflict of interest, the Artist shall immediately disclose such interest to the Paso Robles Main Street Association Design Committee and take action immediately to eliminate the conflict or to withdraw from the Agreement as the Paso Robles Main Street Association Design Committee may require.
- D. If the Paso Robles Main Street Association Design Committee has reason to believe that the covenants set forth in Paragraphs A, B, or C above have been breached, the Artist will be notified in writing. The Artist shall respond to said notice within ten (10) days of receipt with a detailed written explanation or answer to any facts, allegations, or questions contained or referenced in said notice. The Artist may request a hearing on the matter which shall be conducted within fifteen (15) days of the receipt of such request by the Paso Robles Main Street Association Design Committee.

Laws and Regulations

- A. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California. The Artist shall also abide by all applicable city and county ordinances.
- B. The Artist, by entering into this Contract, consents and submits to the jurisdiction of the Courts of the State of California over any action at law, suit in equity, or other proceeding that may arise out of the Contract.
- C. The Artist acknowledges that he / she has familiarized himself / herself with the requirements of any and all applicable Federal, State, County, and Municipal laws, codes, rules, and regulations and the conditions of any required licenses and permits prior to entering into this Contract. Artist shall be responsible for complying with any and all of the foregoing at his / her sole cost and expense and without any increase in Contract price or Contract time on account of such compliance, regardless of whether such compliance would require additional labor, equipment, and /

or materials not expressly provided for in the Contract or the Artist proposal.

- D. In performing work and services hereunder, the Artist and his / her sub consultants, employees, agents, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of the Paso Robles Main Street Association Design Committee in any manner whatsoever. The Artist shall not hold him / herself as, nor claim to be, an officer or employee of the Paso Robles Main Street Association Design Committee by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Paso Robles Main Street Association Design Committee. The Artist shall be solely responsible for any claims for wages or compensation by Artist's employees, agents, and representatives, including sub consultants, and save and hold the Paso Robles Main Street Association Design Committee harmless therefrom.

- E. The Paso Robles Main Street Association Design Committee will, to the extent permitted by law, defend, indemnify, and hold harmless the Artist from and against any and all claims of third persons arising out of or in connection with the work performed under this Agreement, except claims which result from the Artist's own negligence or failure of performance.

Copyright

-CITE-

17 USC SOC. 1061

-EXPCITE-

TITLE 17 – COPYRIGHTS

CHAPTER 1 – SUBJECT MATTER JWD SCOPE OF COPYRIGHT

-HEAD-

Sec. 106A. Rights of certain authors to attribution and integrity

-STATUTE

(a) Rights of Attribution and Integrity. – Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art -

(1) shall have the right -

(A) to claim authorship of that work, and

(B) to prevent the use of his or her name as the author of any work of visual art which he or she did not create;

(2) shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and

(3) subject to the limitations set forth in section 113(d), shall have the right –

(A) to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and

(B) to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.

(c) Exceptions. (1) The modification of a work of visual art which is a result of the passage of time or the inherent nature of the materials is not a distortion, mutilation, or other modification described in subsection (a)(3)(A).

(2) The modification of a work of visual art which is the result of conservation, or of the public presentation, including lighting and placement, of the work is not a destruction, distortion, mutilation, or other modification described in subsection (a)(3) unless the modification is caused by gross negligence.

(3) The rights described in paragraphs (1) and (2) of subsection (a) shall not apply to any reproduction, depiction, portrayal, or other use of a work in, upon, or in any connection with any item described in subparagraph (A) or (B) of the definition of “work of visual art” in section 101, and any such reproduction, depiction, portrayal, or other use of a work is not a destruction, distortion, mutilation, or other modification described in paragraph (3) of subsection (a).

(d) Duration of Rights. (1) With respect to works of visual art created on or after the effective date set forth in section 610(a) of the Visual Artists Rights Act of 1990, the rights conferred by subsection (a) shall endure for a term consisting of the life of the author.

(2) With respect to works of visual art created before the effective date set forth in section 610(a) of the Visual Artists Rights Act of 1990, but title to which has not, as of such effective date, been transferred from the author, the rights conferred by subsection (a) shall be coextensive with, and shall expire at the same time as, the rights conferred by section 106.

And uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.

(2) Ownership of the rights conferred by subsection (a) with respect to a work of visual art is distinct from ownership of any copy of that work, or of a copyright or any exclusive right under a copyright in that work. Transfer of ownership of any copy of a work of visual art, or of a copyright or any exclusive right under a copyright, shall not constitute a waiver of the rights conferred by subsection (a), except as may otherwise be agreed by the author in a written instrument signed by the author, a waiver of the rights conferred by subsection (a) with respect to a work of visual art shall not constitute a transfer of ownership of any copy of that work, or of ownership of a copyright or of any exclusive right under a copyright in that work.

SOURCE(Added Pub. L. 101650, title VI, Sec. 603(a), Dec. 1, 1990, 104 Stat. 5128.)

RE FTEXTREFERENCES IN TEXT

Section 610(a) of the Visual Artists Rights Act of 1990 (Pub. L. 101650), referred to in subsec. (d), is set out as an Effective Date note below.

EFFECTIVE DATE

Section 610 of title VI of Pub. L. 101-650 provided that:

“(a) In General. Subject to subsection (b) and except as provided in subsection (c), this title (enacting this section, amending sections 101, 107, 113, 301, 411, 412, 501, and 506 of this title, and enacting provisions set out as notes under this section and section 101 of this title) and the amendments made by this title take effect 6 months after the date of the enactment of this Act (Dec. 1, 1990).

“(b) Applicability. – The rights created by section 106A of title 17, United States Code, shall apply to

“(1) works created before the effective date set forth in subsection (a) but title to which has not, as of such effective date, been transferred from the author, and

“(2) works created on or after such effective date, but shall not apply to any destruction, distortion, mutilation, or other modification (as described in section 106A(a)(3) of such title) of any work which occurred before such effective date.

“© Section 608. Section 608 (set out below) takes effect on the date of the enactment of this Act.”

STUDIES BY COPYRIGHT OFFICE

Section 608 of Pub. L. 101650 provided that:

“(a) Study on Waiver of Rights Provision.

“(1) Study. The Register of Copyrights shall conduct a study on the extent to which rights conferred by subsection (a) of section 106A of title 17, United States Code, have been waived under subsection (e)(1) of such section.

“(2) report to congress. – Not later than 2 years after the date of the enactment of this Act (Dec 1, 1990), the Register of Copyrights shall submit to the Congress a report on the progress of the study conducted under paragraph (1). Not later than 5 years after such date of enactment, the Register of Copyrights shall submit to the Congress a final report on the results of the study conducted under paragraph (1), and any recommendations that the Register may have as a result of the study.

“(b) Study on Resale Royalties. –

“(1) Nature of study. The Register of Copyrights, in consultation with the Chair of the National Endowment for the Arts, shall conduct a study on the feasibility of implementing –

“(A) a requirement that, after the first sale of a work of art, a royalty on any resale of the work, consisting of a percentage of the price, be paid to the author of the work; and

“(B) other possible requirements that would achieve the objective of allowing an author of a work of art to share monetarily in the enhanced value of that work.

“(2) Groups to be consulted. – The study under paragraph (1) shall be conducted in consultation with other appropriate departments and agencies of the United States, foreign governments, and groups involved in the created, exhibition, dissemination, and preservation of works of art, including artists, art dealers, collectors of fine art, and curators of art museums.

“(C3) report to congress. – Not later than 18 months after the date of the enactment of this Act (Dec 1, 1990), the Register of Copyrights shall submit to the Congress a report containing the results of the study conducted under this subsection.”

-SECRETSECTION REFERRED TO IN OTHER SECTIONS

This section is referred to in sections 106A, 107, 113, 301, 411, 412, 501, 506 of this title.

3. Copyright provisions in U.S. Code

This agreement shall be deemed executed as of the date first above written. The undersigned parties shall acknowledge their signatures in their authorized capacities deeming this agreement to be valid and executed.

Signature of Landowner

Signature of Agent for Paso Robles Main Street Design Committee

Insurance

- Please be advised that the Paso Robles Main Street Association Design Committee and its members are neither professionals nor experts in the laws relating to insurance coverage as they relate to public art programs. We hold no responsibility in executing any said artwork project. We strongly recommend that each artist consult your insurance broker and / or your attorney for guidance. There are specific firms that insure said art projects.
- There are two types of insurance coverage related to public art projects which include workmans compensation and public liability. If the artist is employing help or using volunteers he / she must assure that insurance coverage applies. Caution should be made to help or volunteers under the age of 16, as most policies will not protect persons in this category.



DOWNTOWN PASO ROBLES MAIN STREET ASSOCIATION

835 12th Street D Paso Robles, CA 93446

(805) 238-4103 Phone (805) 238-4029 Fax

APPLICATION CHECKLIST FOR PUBLIC ART PROPOSAL

Applicant: You must complete this form and submit it with your application. Check each box to indicate that you have provided the appropriate information. Everything on this checklist is required unless otherwise indicated by planning staff.

Submittal Requirements for Placement of Required Public Art on Private Property:

- Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed public art, including an accurate description of the colors and materials to be used. (Color and material samples may be required.)
- An appraisal or other evidence of the value of the proposed public artwork, including acquisition and installation costs.
- A site plan clearly showing the location of the public art and its relation to pedestrian paths of travel on the site and in the vicinity, including adjacent rights-of-way.
- A photograph or perspective rendering showing the streetscape view of the public art, including the street elevations of adjacent properties.
- A narrative statement to demonstrate that the public art will be displayed in an area open and freely available to the general public, or that public accessibility will be provided in an equivalent manner based on the characteristics of the artwork or its placement on the site.
- Draft covenants, conditions and restrictions (CC&Rs), to be recorded with the County Recorder, which require the property owner, successor in interest, and assigns to:
 1. Maintain the public art in good condition as required by the Paso Robles Main Street Association.
 2. Indemnify, defend and hold the City and related parties harmless from any and all claims or liabilities from the public art, in a form acceptable to the City Attorney.
 3. Maintain liability insurance, including coverage and limits as may be specified by the City's Risk Manager.

Submittal Requirements for Public Art Donated to the City:

- Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed public art, including an accurate description of the colors and materials to be used. (Color and material samples may be required.)
- An appraisal or other evidence of the value of the proposed public artwork, including acquisition and installation costs.
- A written agreement executed by or on behalf of the artist who created the public art which expressly waives his or her rights under the California Art Preservation Act or other applicable law.

- Provide a written statement of intent to pay the fee along with a preliminary calculation of that fee. See the Building Permit Coordinator for the latest Building Valuation Data used to calculate fees.

Other:

To all applicants: The list includes all the items you must submit for a complete application and must be returned with your application submittal. Main Street Staff will use this list to check your application for completeness after it is submitted with the application fee.



ART APPLICATION
PRIVATELY FUNDED ART
ON EITHER PUBLIC OR PRIVATE PROPERTY

By signing this Application below and in consideration for participating in the Main Street Public Art Program, on Public Property Private property (please check one), the artist/owner hereby acknowledges and waives, pursuant to California Civil Code Section 987(g)(3), any rights and duties created by the California Art Preservation Act codified at California Civil Code Section 987 et seq., or other applicable law.

The artist/owner further acknowledges and understands that upon completion and installation of the artwork, and upon its review and approval by the Main Street Design Committee, the DRC, and the City Council, the work shall become the property of the City Council or Private Property Owner, who will retain the right to remove or relocate the artwork in its sole discretion as the interest of the public welfare, health and safety may require.

If the artwork is damaged, defaced altered or destroyed by human acts or by acts of nature, the City or Private Property Owner retains the right to remove, restore, repair or replace the artwork at any time in keeping with the artist's original design intent, without consulting the artist, or his or her heirs or assigns. The City or Private Property Owner will make reasonable efforts to contact the original artist, or if unavailable, another design professional, to advise or assist in any restoration work.

I have read, understand and accept the terms of this Application and represent that I am the Linda Clark of the artwork which is the subject of this Application.
(Owner or Artist)

Date:

Linda Clark
(Signature)
Linda Clark
(Print Name)

I have read, understand and accept the terms of this Application and represent that I am the Linda Clark of the artwork which is the subject of this Application.
(Owner or Artist)

Date:

[Signature]
(Owner)

Linda Clark
(Signature)
Linda Clark
(Print Name)



ART APPLICATION
PRIVATELY FUNDED ART
ON EITHER PUBLIC OR PRIVATE PROPERTY

The artist/owner must complete and sign this application form.

ARTIST: (name, address, phone #)

Linda Clark (805) 237-0217; cell 296-9500
1602 Windstar Court, Paso Robles 93446

OWNER: (name, address, phone #)

Matthew Riley 505 Palm St. Paso Robles Ca,
805-237-1705 93446

TITLE OF WORK:

Vine Map

DESCRIPTION OF WORK: (The form must be accompanied by drawings, models, photographs or any other graphic depiction which will help more clearly define the artwork)

Vine of grapevine used as highway rest
stops as 46 west and east, laying out the
wineries and special interest of the Paso Robles
area

MATERIALS/SIZE:

Acrylic polymers on stucco, on side of building (north)
Span of building 22 ft (?)

PROPOSED LOCATION: (Provide address or cross streets. Describe physical location on building.)

1215 Spring St. North Facing side,

AN APPRAISAL OR OTHER EVIDENCE OF THE VALUE OF THE PROPOSED PUBLIC ARTWORK:

15,000 - 20,000