



CITY of ESCONDIDO

PUBLIC ART COMMISSION MEETING

March 11, 2024 at 4:30 PM

Council Chambers: 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR COMMISSION MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the Commission.

CHAIR

Ana Marie Velasco

VICE CHAIR

Juan Vargas

COMMISSIONERS

Carol Rogers

Nathalie Martinez

Heidi Paul

Terri Ryan

Patricia Spann

CITY CLERK

Zack Beck

HOW TO WATCH

The City of Escondido provides the following way to watch a Commission meeting:

In Person



201 N. Broadway, Escondido, CA 92025



CITY of ESCONDIDO

PUBLIC ART COMMISSION

MONDAY, MARCH 11, 2024

HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the Commission during a meeting:

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



<https://escondido-ca.municodemeetings.com>

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





CITY of ESCONDIDO

PUBLIC ART COMMISSION

MONDAY, MARCH 11, 2024

AGENDA

ROLL CALL

ORAL COMMUNICATION

Under state law, all items under Oral Communications can have no action, and will either be referred to staff for administrative action or scheduled on a subsequent agenda.

PRESENTATION: SAN DIEGO FC ESCONDIDO LOGO ARTIST

APPROVAL OF MINUTES

1. REVIEW AND APPROVE THE MINUTES OF THE JANUARY 8, 2024 MEETING

NEW BUSINESS

2. **ESCONDIDO EXPRESSIONS UTILITY BOX PILOT PROGRAM**

Request the Public Art Commission approve the change in artist and location as recommended by the Subcommittee.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

3. **PUBLIC ART MASTER PLAN AND ART SOLICITATION PROCESS**

Request the Public Art Commission receive and file the update of the Public Art Master Plan and Art Solicitation Process.

Staff Recommendation: Receive and File (Community Services: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Director of Economic Development

4. **ESCONDIDO COMMUNITY FOUNDATION ART GRANT**

Request the Public Art Commission receive and file information about the Escondido Community Foundation Art Grant.

Staff Recommendation: Receive and File (Community Services: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Director of Economic Development



CITY of ESCONDIDO

PUBLIC ART COMMISSION

MONDAY, MARCH 11, 2024

5. QUEEN CALIFIA SUBCOMMITTEE

Request that the Public Art Commission dissolve the Queen Califia Subcommittee.

Staff Recommendation: Approve (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

6. APPEARANCE COMMITTEE

Request that the Public Art Commission receive and file.

Staff Recommendation: Receive and File (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

7. ART EDUCATION

Request that the Public Art Commission provide direction regarding art education.

Staff Recommendation: Provide Direction (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

8. MURAL PROJECT – HUMMINGBIRDS BY BRENDA TOWNSEND

Request the Public Art Commission approve the cost increase for the Mural project – Hummingbirds by Brenda Townsend.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

9. MURAL PROPOSAL – KNOW YOUR HISTORY BY MARK “ZANE” KINGCADE

Request the Public Art Commission approve the Mural Proposal – Know Your History by Mark “Zane” Kingcade.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

10. MURAL PROPOSALS AT WASHINGTON PARK BY EUHSD STUDENTS



CITY of ESCONDIDO

PUBLIC ART COMMISSION

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Request the Public Art Commission approve the Mural Proposals at Washington Park by EUHSD students.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

11. MURAL POLICY UPDATE

Request that the Public Art Commission approve a moratorium on accepting new mural applications until an art solicitation process and policy has been formalized.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

12. MEETING SCHEDULE – MONTHLY

Request that the Public Art Commission receive and file.

Staff Recommendation: Receive and File (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

LIAISON REPORT

SUBCOMMITTEE AND COMMISSIONER UPDATES

FUTURE AGENDA ITEMS

ORAL COMMUNICATION

ADJOURNMENT



CITY of ESCONDIDO

PUBLIC ART COMMISSION MEETING

Item 1.

January 08, 2024 at 4:30 PM

MINUTES

ROLL CALL

PRESENT

Chair Anna Marie Velasco
Vice Chair Juan Vargas
Commissioner Terri Ryan
Commissioner Patricia Spann
Commissioner Nathalie Martinez (arrived 4:45pm)
Commissioner Heidi Paul
Commissioner Carol Rogers

ORAL COMMUNICATION

Under state law, all items under Oral Communications can have no action, and will either be referred to staff for administrative action or scheduled on a subsequent agenda.

None

APPROVAL OF MINUTES

1. REVIEW AND APPROVE THE MINUTES OF THE NOVEMBER 13, 2023 MEETING

Motion made by Commissioner Spann, Seconded by Commissioner Paul
Approved 5-1 (Vargas – No, Martinez – Absent)

NEW BUSINESS

2. STAFF INTRODUCTIONS

Introduction of Robert Rhoades, Assistant Director of Community Services and Sandra Aguilar, Administrative Coordinator

Presenter: Jennifer Schoeneck, Director of Economic Development

3. PROCESS REVIEW

Request the Public Art Commission review existing processes, responsibilities of commissioners and staff, and provide feedback on the art project proposals process.

Staff Recommendation: Receive and File (Economic Development: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Director of Economic Development



CITY of ESCONDIDO

LIBRARY BOARD OF TRUSTEES

MONDAY, JANUARY 08, 2024

4. ESCONDIDO EXPRESSIONS UTILITY BOX PILOT PROGRAM

Request the Public Art Commission approve an extension of the 'Escondido Expressions' Utility Box Pilot Program with changes recommended by the Subcommittee.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

Julia Anthony commented on Item

Motion made by Commissioner Vargas, Seconded by Commissioner Martinez
Approved 7-0

5. ECONOMIC DEVELOPMENT PRESENTATION – COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDs) AND ARTS AND ECONOMIC PROSPERITY 6 (AEP6) STUDY CONCLUSION

Request the Public Art Commission receive and file the 2023 CEDs Report and AEP6 Study findings.

Staff Recommendation: receive and File (Economic Development: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Director of Economic Development and Pedro Cardenas Management Analyst II Economic Development

Jennifer Schoeneck, Director of Economic Development presented on the Comprehensive Economic Development Strategy (CEDs)

Pedro Cardenas, Management Analyst II, presented on the Arts and Economic Prosperity Study (AEP 6 Study)

6. PUBLIC ART MASTER PLAN PROJECT STATUS

Request the Art Commission receive and file the status update of the Public Art Master Plan and form a Public Art Master Plan Subcommittee to complete the plan.

Staff Recommendation: Receive and File (Economic Development: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Director of Economic Development

Commissioner Spann and Commissioner Rogers volunteered to serve on the Subcommittee



CITY of ESCONDIDO

LIBRARY BOARD OF TRUSTEES

MONDAY, JANUARY 08, 2024

7. GRAPE DAY PARK VINEHEDGE PLAYGROUND UPDATE

Request the Art Commission receive and file the status of the Vinehenge Playground at Grape Day Park

Staff Recommendation: Receive and File (Economic Development: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Director of Economic Development

Jennifer Schoeneck, Director of Economic Development provided an update

8. MURAL PROPOSAL – UNTITLED ARTWORK BY CHARLIE MEJIA & MARK “ZANE” KINGCADE

Request the Public Art Commission approve the Mural Proposal – Untitled Artwork by Charlie Mejia and Mark “Zane” Kingcade.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

Motion made by Vice Chair Vargas, to approve the final version of the mural and amount of \$19,000 as recommended by the Sub-committee

Seconded by Commissioner Ryan
Approved 6-1 (Spann – No)

LIASION REPORT

Robert Rhoades, Assistant Director of Community Services provided an update

Jennifer Schoeneck, Director of Economic Development provided an update on the Pledge of Allegiance

SUBCOMMITTEE AND COMMISSIONER UPDATES

Commissioner Ryan - No updates

Chair Velasco – Expressed the Mural Subcommittee would like to work on the policy at next meeting

Commissioner Rogers – Asked about the Queen Califa updates

Commissioner Spann – Provided an update on Queen Califa

Commissioner Paul – No updates



CITY of ESCONDIDO

LIBRARY BOARD OF TRUSTEES

MONDAY, JANUARY 08, 2024

Vice Chair Vargas - Provided input on new City staff assigned to the Commission and is excited to continue working together

Commissioner Martinez – Expressed the same as Vice Chair Vargas

FUTURE AGENDA ITEMS

Chair Velasco - Queen Califia education policy

Commissioner Rogers – Meeting schedule moving to once a month

ORAL COMMUNICATION

ADJOURNMENT

Meeting Adjourned at 6:54 p.m.

CHAIR

ASSISTANT CITY CLERK



STAFF REPORT

March 11, 2024
Agenda Item No.: 2

SUBJECT

ESCONDIDO EXPRESSIONS UTILITY BOX PILOT PROGRAM

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the Public Art Commission approve the change in artist and location as recommended by the Subcommittee.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

As a part of the Escondido Expressions Utility Box Pilot Program, there is an artist stipend of \$500 per box. There is no additional fiscal impact with this recommended change.

PREVIOUS ACTION

At the January 8, 2024 Public Art Commission meeting, the Commission approved (7-0) an extension of the 'Escondido Expressions' Utility Box Pilot Program for phase 2 which identified five new artists and locations

BACKGROUND

Phase two of the Escondido Expressions Utility Box Pilot Program was approved by the Public Art Commission on January 8, 2024. This included specific artists and locations identified by the Escondido Expressions Subcommittee. Subsequently, artist Julia Anthony withdrew from the program leaving an available utility box. In that time, Eric Olsen contacted City staff to inquire about possible art projects. Staff suggested that he complete an application with rendering to be presented to the Escondido Expressions Subcommittee.

After review of the application and rendering, the subcommittee has recommended approval of the artist at the northeast corner of W. Valley Pkwy and Auto Pkwy. Following this selection, the Public Works Department, Streets Division was notified and approved placement of the artwork on the utility box.



CITY *of* ESCONDIDO

STAFF REPORT

ATTACHMENTS

- a. Attachment 1: Proposal 1 – Eric Olsen (W. Valley Pkwy/Auto Pkwy)

Escondido Expressions

Traffic Signal Box Beautification Program

Name ERIC OLSEN

Address 1823 KENRA Dr.

City ESCONDIDO Zip 92027

Phone 909-557-4020 Email eo_34@msn.com

I am 18 years of age or older ☒ yes ☐ no

Art Education and/or Experience (use additional pages if necessary)

- BROOKS COLLEGE OF DESIGN; LONG BEACH, CA.
- VARIOUS FINE ART CLASSES, ACCREDITED AND NOT.

Why do you wish to be involved with the "Escondido Expression" project?

I'M LOOKING TO COMPLETE A "COMMUNITY GIVE-BACK" PROJECT FOR A PROGRAM I'M IN AT THE MOMENT.

THIS IS A PERFECT BLEND OF MY TALENT, MY PASSION,

I agree to abide by the guidelines and procedures established by the City of Escondido and Public Arts Commission for the "Escondido Expressions" project. AND MY COMMUNITY



ERIC OLSEN

Signature

2-7-24

Date

For interested participants under 18 years of age, please recognize that students are encouraged to participate in the "Escondido Expressions" project. Parental consent and supervision are requirements for participation, and appropriate signatures must be completed below:

My son/daughter _____ has/have my permission to participate in the "Escondido Expressions" project. I understand and acknowledge the following: 1) It is my responsibility to ensure that my child is supervised by an individual 18 years or older while he/she is preparing to paint or engaged in painting a traffic signal box.

Parent/Guardian Name (please print)

Parent/Guardian Signature

Date

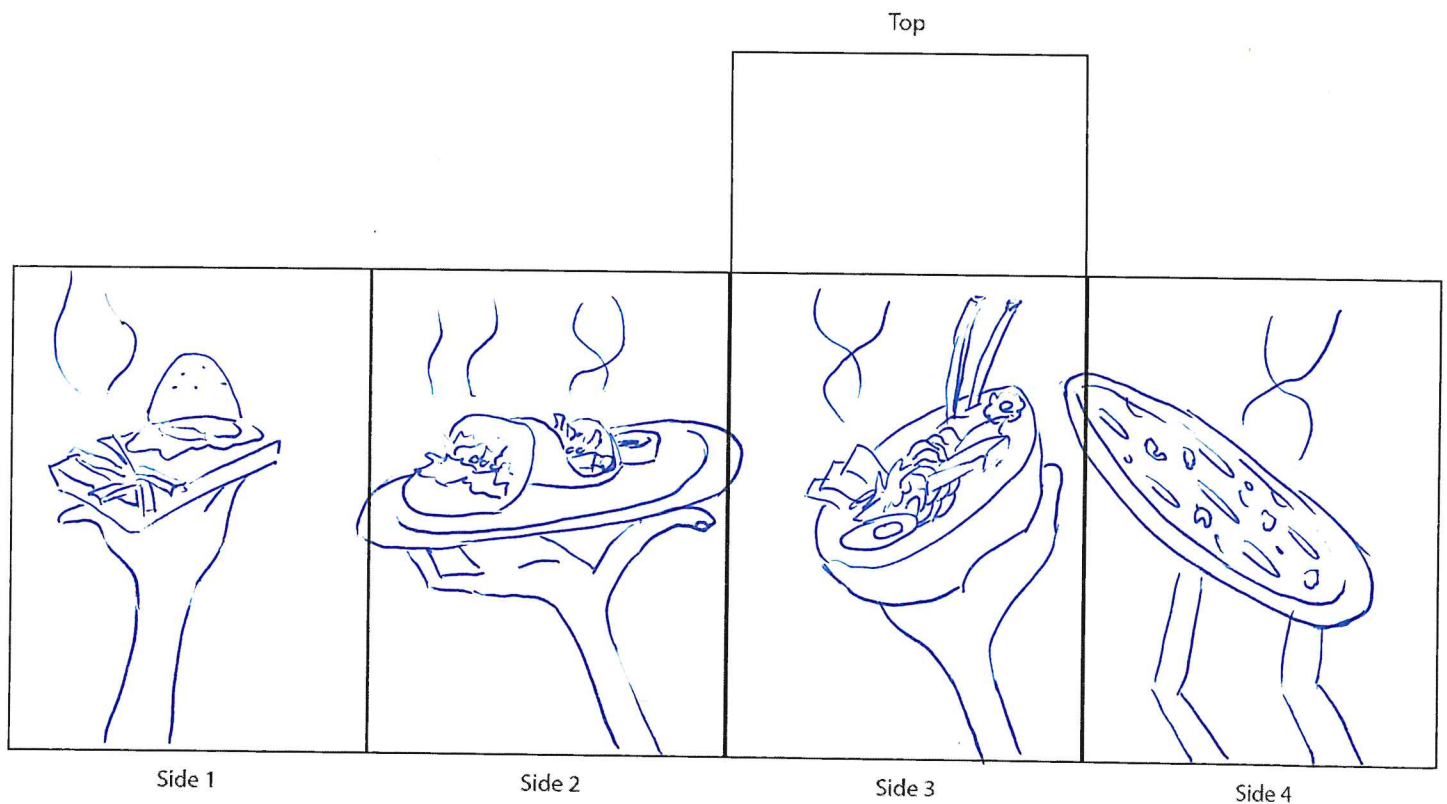
For staff use only:

Funding Source: ☐ CDBG ☐ Public Art
City of Escondido Traffic Signal Box Location:
Date Approved:

Utility Box Diagram

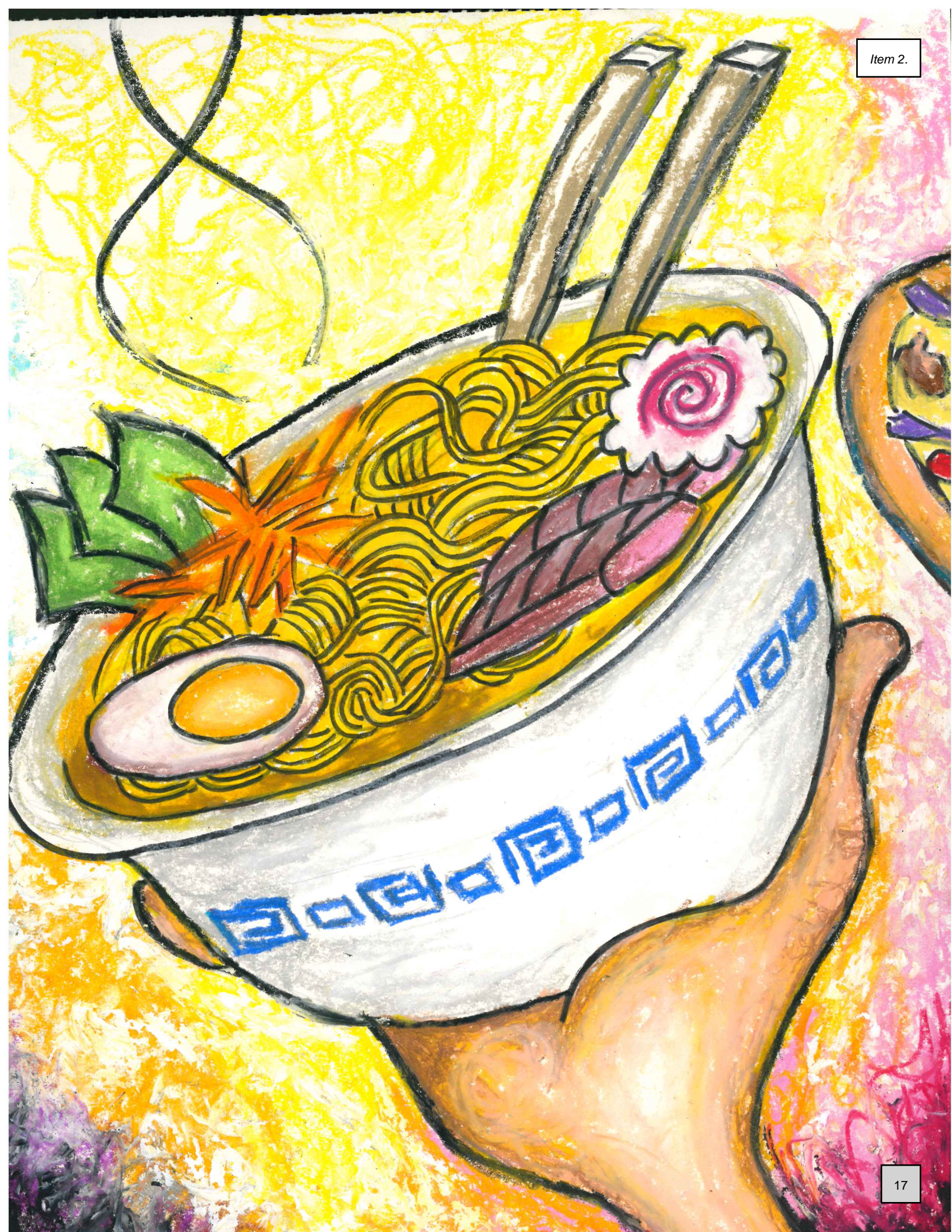
This is a diagram of a typical utility box showing all four sides and the top. Use it to submit a color rendering of your proposed design. Please use the specific actual colors that will be used.

REFER TO FULL SIZE PAGES FOR
ACTUAL DESIGNS / COLOR













STAFF REPORT

March 11, 2024
Agenda Item No.: 3

SUBJECT

PUBLIC ART MASTER PLAN AND ART SOLICITATION PROCESS

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the Public Art Commission receive and file the update of the Public Art Master Plan and Art Solicitation Process.

Staff Recommendation: Receive and File (Community Services: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Director of Economic Development

FISCAL ANALYSIS

None

PREVIOUS ACTION

At the January 8, 2024 Public Art Commission voted to form a Public Art Master Plan Subcommittee with Commissioners Rogers and Spann.

BACKGROUND

City staff is working with the Public Art Commission Subcommittee on completing the Public Art Master Plan. Staff has met with the subcommittee and gathered the initial feedback needed to complete the plan. Staff will also hold two public meetings in collaboration with MAGEC for additional final input and feedback on the plan to ensure it reflects the needs of the local art community. The first meeting will be Wednesday, March 27th at 9am at the Ritz theater on Grand Avenue located at 301 E Grand Ave, Escondido, CA 92025.

Simultaneously, staff has been researching and meeting with other public entities such as the City of Carlsbad, City of Oceanside, City of Encinitas, City of San Diego including the town of La Jolla to understand better local best practices for implementing a sustainable public art program that will be able to meet the goals of the public art master plan. Staff will work to present a final draft of the public art master plan in conjunction with recommended policies and municipal code language to the Public Art Commission in May for additional feedback and recommendations to the City Council.



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STAFF REPORT

ATTACHMENTS

- a. None



STAFF REPORT

March 11, 2024
Agenda Item No.: 4

SUBJECT

ESCONDIDO COMMUNITY FOUNDATION ART GRANT

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the Public Art Commission receive and file information about the Escondido Community Foundation Art Grant.

Staff Recommendation: Receive and File (Community Services: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Director of Economic Development

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

The Escondido Community Foundation (ECF) published a request for qualification (RFQ) to solicit artists and invite qualified artists to submit projects for grant funding through the foundation. The deadline for submitting the RFQ was 5:00 p.m., Tuesday, February 20, 2024. Artists that were chosen to submit a full Request for Proposal (RFP) were notified March 5, 2024. The full RFP will be due on May 15, 2024.

City staff will meet with each qualified artist to learn about their projects and see if there are any artists interested in completed art on public land or near key projects such as the Escondido Creek Trail or the Historical Downtown.

This is a new grant and a new process through the ECF and staff will work to bring public pieces back to the Public Art Commission.

ATTACHMENTS



CITY *of* ESCONDIDO

STAFF REPORT

- a. Escondido Community Foundation Request for Qualification Guidelines

Request for Qualification Guidelines

2024 Grant Cycle: Art Speaks

The Request for Qualification (RFQ) is the first step in a two-step application process that will facilitate the allocation of funding for Escondido-centered art projects. The funding range is from \$15,000 to \$50,000. Escondido Community Foundation (ECF) will evaluate all RFQ submittals and pre-qualify those that meet the program and eligibility criteria.

The deadline for submitting the RFQ is 5:00 p.m., Tuesday, February 20, 2024. Artists that are chosen to submit a full Request for Proposal (RFP) will be notified by **March 5, 2024**. The full RFP will be due on **May 15, 2024**.

Mission and Purpose

The mission of ECF is to improve the quality of life in Escondido by meeting emerging needs through:

- Encouraging and increasing responsible and effective philanthropy,
- Building a community endowment,
- Providing funds annually to organizations and causes, and
- Giving the community a vehicle for legacy planning and cash gifts that will benefit the residents of Escondido annually and in perpetuity.

The vision of ECF is to inspire a culture of giving that supports, strengthens, and enriches the quality of life in the Escondido community now and for generations to come.

Introduction

Art Speaks: Escondido invites qualified artists or artist teams, working with a registered nonprofit organization as a fiscal agent, to submit a proposal(s) to create public artwork(s) that offers broad community benefits such as fostering a sense of place, enhancing Escondido's image and identity, and heightening community exposure to and appreciation of the arts. All artwork is to be placed in the city of Escondido. The goals of Art Speaks: Escondido include:

- Enhancing the image of Escondido through iconic art and culture
- Increasing community pride and identity
- Providing an opportunity for underrepresented artists
- Supporting community-based, interactive designs where artwork engages the public in a meaningful way
- Contributing to healthy and thriving local arts community and fruitful collaborations

Requests for Qualification are due no later than 5:00 p.m., Tuesday, February 20, 2024.

Medium Types

Murals, sculptures, kinetic art, fiber works, neon, glass, mosaics, photographs, prints, calligraphy, any combination of forms of media including sound film, holographic and video systems, hybrids of any media and new genres that are permanently installed for public access.

Eligibility Criteria

To be eligible all applicants must meet the following criteria:

Grants must be administered by a 501(c)(3) public charity, or an organization that is fiscally sponsored by a 501(c)(3), a school or other government agency. If the artist is invited to submit an RFP, the artist needs to be prepared to either provide a letter of support from the fiscal sponsor OR use California Center for the Arts Escondido - Foundation as their fiscal sponsor.

Projects must meet the following criteria:

- Serve Escondido residents within the geographic boundaries of the greater Escondido area (as defined by the Escondido Union High School District boundaries to include the San Pasqual Valley, up to Deer Springs Road by Lawrence Welk and out toward Del Dios).
- The project must be achievable before December 31, 2024.

Grant Seekers Forum

A voluntary online informational workshop will be held for applicants interested in learning more about the RFQ/RFP process.

- **Date and Time:** Monday, February 12, 2024 at 4:00 p.m.
- **Location:** Zoom

RSVP to Eve Childs at echilds@sdfoundation.org to receive a Zoom link.

Frequently Asked Questions

What is the deadline?

The deadline for submitting the RFQ is 5:00 p.m., Tuesday, February 20, 2024.

How do we apply?

Escondido Community Foundation has introduced a [new grant application portal](#) to submit your RFQ. Please visit www.escondidocommunityfoundation.org for guidelines and a link to apply. All artist applicants are required to create a user account to submit your RFQ. After creating your account, click the "Apply" button to access the application.

For additional guidance regarding creating a new user account, please [see this tutorial](#). [Register/apply today.](#)

Requests for Qualification are due no later than 5:00 p.m., Tuesday, February 20, 2024.

Who is eligible to apply for Escondido Community Foundation Art Speaks funding?

Individual artists or nonprofit arts organizations. (An organization may serve as a fiscal sponsor for an artist that does not have tax-exempt status if a cooperative relationship between the two can be clearly demonstrated, and the fiscal sponsor must be willing to administer the grant if awarded.) Escondido Community Foundation at San Diego Foundation does not make grants to supporting organizations or private, non-operating foundations.

How much can we request?

Escondido Community Foundation will accept requests in the range of \$15,000 to \$50,000.

What reporting is required?

Escondido Community Foundation will require artists' participation in reporting on progress, as well as additional follow up, retouch and maintenance (the details of which will be specified in the grant award letter). Any project that is awarded funding will be required to submit 5 high-resolution photographs plus a short video showcasing the result of the project with the required final report.

What will ECF not fund?

ECF does not fund:

- Capital or annual campaigns
- Existing obligations/debt
- Scholarships
- Projects that promote religious or political doctrine

Who can I contact if I have any questions?

For program questions or technical questions regarding the online application, please contact Eve Childs at echilds@sdfoundation.org.

What is the Escondido Community Foundation Timeline for Art Speaks?

- February 12, 2024 – RFQ Grant Seeker's Forum
- February 20, 2024 – RFQ due by 5:00 p.m.
- March 5, 2024 – Invitations to submit full proposals (by invitation only)
- April 4, 2025 – RFP Grant Seeker's Forum (by invitation only)
- May 15, 2024 – Full RFP applications due by 5:00 p.m. (by invitation only)
- May 29, 2024 – In-person presentations by invited artists, time and location TBD
- June 2024 – Selection of award recipients
- December 2024 – Project completion

Requests for Qualification are due no later than 5:00 p.m., Tuesday, February 20, 2024.

Request for Qualification Process

Item 4.

To submit your information, all applicants will need to access the [secure online RFQ form](#).

The application will require the following information:

- Artist's Name:
- Address:
- Phone:
- Email:
- Letter of Interest (Upload Document):
- Professional Resume (Upload Document):
- Samples of Work: (Upload Images, audio, and video links) along with a separate document containing descriptions of each link. These links should be recent and relevant, do not to exceed 10 samples of previous work.
- Letter of Support of Fiscal Sponsorship* (Optional - Upload Document):

*If an artist does not already have a nonprofit sponsor, the California Center for the Arts, Escondido will be the default 501(c)(3) fiscal sponsor.



STAFF REPORT

March 11, 2024
Agenda Item No.: 5

SUBJECT

QUEEN CALIFIA SUBCOMMITTEE

DEPARTMENT

Community Services Department

RECOMMENDATION

Request that the Public Art Commission dissolve the Queen Califia Subcommittee.

Staff Recommendation: Approve (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

No fiscal impact.

PREVIOUS ACTION

On October 12, 2020 the Public Art Commission formed the Queen Califia Subcommittee with representation from Commissioners Velasco and Vargas.

At the November 30, 2020 Public Art Commission meeting, Commissioner Velasco declined participation and suggested Commissioner Spann serve on the committee with a member of the public.

BACKGROUND

Subcommittees are formed around a particular task or area and shall make recommendations to the larger body for decisions. The Public Art Commission consists of seven members appointed by the City Council to review, select, and approve public art proposals. The Public Art Commission has four subcommittees including murals, Queen Califia, Escondido Expressions, and Public Art Master Plan.

Subcommittees consist of 2-3 Commissioners. Members of the public may not serve on the committee. As defined in the Brown Act, the public may attend any open public meeting and provide input through the oral communication process but do not have voting rights or privileges. Additionally, subcommittees may only make recommendations to the full Commission, and not approval of items.



CITY *of* ESCONDIDO

STAFF REPORT

Currently, the Public Art Commission Queen Calafia Subcommittee has one active Commissioner (Spann). City staff serve as operational support for the Public Art Commission and subcommittees during all public meetings. With four subcommittees and the Commission, this creates a capacity and resource limitation issue for the staff that restricts their ability to successfully execute their normal duties and responsibilities as well as those associated with the Public Art Commission.

The Community Engagement Liaison with the support of the lead docent is scheduling volunteers, conducting trainings, and arranging tours at Queen Calafia. Thus, Queen Calafia's Magic Circle Garden is primarily operationally staff driven. Furthermore, the parameters of the specific tasks, approvals, and recommendations of the scope of this subcommittee has not been adequately defined; moreover, a staff update regarding the maintenance and operation of the facility would be sufficient.

ATTACHMENTS

- a. None



STAFF REPORT

March 11, 2024
Agenda Item No.: 6

SUBJECT

APPEARANCE COMMITTEE

DEPARTMENT

Community Services Department

RECOMMENDATION

Request that the Public Art Commission receive and file.

Staff Recommendation: Receive and File (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

No fiscal impact.

PREVIOUS ACTION

None

BACKGROUND

As it is currently implemented, the mural approval process receives an application from an interested artist that includes details about the location, building ownership, artist information, and a rendering of the artwork. Once received by City staff, this application is forwarded to the City's Appearance Committee. Following that review process, the application is provided to the Public Art Commission Mural Subcommittee for further review and recommendation. Then at the next scheduled Public Art Commission Meeting, the application and artwork is approved or denied.

The Public Art Commission has requested more information on the City's Appearance Committee. This committee was formed to review City projects based on risk, safety, compliance, and location. The committee has a cross-section of interdepartmental members that provide direction and input on such projects. These include representatives from:

City Attorney's Office, Deputy City Attorney
City Manager's Office, Deputy City Manager
Community Services, Assistant Director of Community Services



CITY of ESCONDIDO

STAFF REPORT

Communications, Deputy Director of Communications
 Development Services/Housing & Neighborhood Services, Housing & Neighborhood Services Manager
 Development Services, Senior Planner
 Development Services, Principal Planner
 Economic Development, Director of Economic Development
 Economic Development, Management Analyst
 Engineering, City Engineer
 Human Resources/Risk & Safety, Risk and Safety Manager
 Public Works, Director of Public Works
 Public Works, Deputy Director of Public Works
 Public Works/Parks, Public Works Superintendent
 Public Works/Streets, Public Works Superintendent
 Utilities/Lakes Division, Lakes and Open Space Superintendent

In general, the Appearance Committee does not comment on the actual appearance of the mural project unless there is a concern related to risk and safety. For example, traffic signage (e.g. stop sign) would not be permitted which might confuse drivers. The committee may also require repair work to the project area that would need to be completed by the artist or property owner. The focus of this committee is not the actual appearance, but the risk, safety, and compliance of the location

ATTACHMENTS

- a. None



STAFF REPORT

March 11, 2024
Agenda Item No.: 7

SUBJECT

ART EDUCATION

DEPARTMENT

Community Services Department

RECOMMENDATION

Request that the Public Art Commission provide direction regarding art education.

Staff Recommendation: Provide Direction (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

No fiscal impact.

PREVIOUS ACTION

None

BACKGROUND

At the January 8, 2024 Public Art Commission meeting, Commissioner Velasco requested art education be placed on the future agenda. The City staff requires direction from the Public Art Commission on their intention and direction of art education.

ATTACHMENTS

- a. None



STAFF REPORT

March 11, 2024
Agenda Item No.: 8

SUBJECT

MURAL PROJECT – HUMMINGBIRDS BY BRENDA TOWNSEND

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the Public Art Commission approve the cost increase for the Mural project – Hummingbirds by Brenda Townsend.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

The artists are requesting the Public Art Commission approve an increase of \$4,950 for the artwork from the Public Art Fund, City Murals account. If approved, this would increase the total project cost to \$26,540.

PREVIOUS ACTION

On March 13, 2023 the Public Art Commission approved the application, design, and cost (\$21,590) by a 6-0 vote.

BACKGROUND

The proposed mural is located at 158 W. Grand Avenue, Escondido, 92025 at the business *Jovita Tamales*. The mural will be placed on the west facing wall toward Maple Street Plaza. The mural will measure 14 feet tall by 100 feet wide (1400 square feet). Prior to starting installation of the artwork, the wall required repair work and is expected to be completed within the next couple of weeks. Since the approval of the mural in March 2023, costs have risen as a result of inflation and other factors. This has precipitated the artist to request an increase in the overall cost of the project.

ATTACHMENTS

- a. Artist Agreement (draft) – Brenda Townsend
- b. Hummingbirds Rendering



CITY OF ESCONDIDO PUBLIC ART MURAL PROGRAM AGREEMENT

This Public Art Mural Program Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2024 ("Effective Date"), by and among the City of Escondido, a California municipal corporation ("CITY"); Brenda Townsend, "a Sole Proprietor"] ("ARTIST"); and Sharon Dormani, Power of Attorney of the Mousavi Syed & Rita Family Trust dated 08-07-19 ("HOST"). (The CITY, ARTIST, and HOST each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, pursuant to Resolution 2021-87, the CITY has established the Public Art Mural Program ("Program"), whereby Program funds may be awarded by the CITY to ARTIST, at the CITY's sole discretion;

WHEREAS, pursuant to the Program, ARTIST desires to create a Mural (as more specifically defined in this Agreement) at HOST's real property located at 158 W. Grand Ave., Escondido, CA 92025, as more particularly described in **Exhibit A** of this Agreement, attached hereto and incorporated herein by this reference ("Property");

WHEREAS, the Program application regarding the Mural was approved by the CITY's Appearance Committee on May 9, 2022; and

WHEREAS, the Program application regarding the Mural was approved by the CITY's Public Art Commission on March 13, 2023 ("Approved Application").

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.
2. **Project Documents.** The Approved Application, description of the Mural, digital images, materials list, detailed budget, timeline, letters of support, materials required by an applicable Request for Proposals, plans, drawings, specifications, and all modifications, addenda, and amendments thereto (collectively, "Project Documents") are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all. "Mural," as that term is used in this Agreement, shall mean the work of art designed, created, or produced by ARTIST in accordance with the Project Documents.
3. **Program Funds.** Subject to the terms and conditions of the Program, the CITY will reimburse ARTIST for eligible reimbursement costs in an amount not to exceed the sum of \$21,590. Costs

eligible for reimbursement pursuant to this Agreement include the following: (i) fees incurred by ARTIST for design and completion of the Mural, (ii) materials necessary for completion and installation of the Mural, and (iii) other expenses previously approved by the CITY's Mural Committee and Public Art Commission. ARTIST will not be compensated or reimbursed for any work related to the Mural that do not conform with the Project Documents.

4. Mural Creation, Installation, and Removal.

- a. *Authorization.* HOST authorizes ARTIST to install the Mural at the Property in accordance with the Project Documents.
- b. *Supervision.* The CITY and HOST, jointly and severally, reserve the right to supervise ARTIST's installation of the Mural. ARTIST shall provide HOST and CITY each 10 days' advance written notice of when ARTIST intends to install the Mural. ARTIST may proceed with such installation if the other Parties are not present, unless at least one of the other Parties has notified ARTIST in writing that ARTIST may not proceed unless the CITY, HOST, or both are present.
- c. *Performance.* ARTIST shall faithfully complete the Mural in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement and the Project Documents. ARTIST shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by ARTIST pursuant to this Agreement, except that ARTIST shall not be responsible for the accuracy of information supplied by the CITY. ARTIST understands and acknowledges that if the Mural is not completed by the deadline set forth in the Project Documents, any reimbursement pursuant to Section 3 of this Agreement will be subject to the availability of funding at the time of actual completion of the Mural.
- d. *Removal.* If HOST reasonably determines that the Mural is limiting use of the Property, HOST may provide ARTIST with 60 days' advance written notice that HOST will remove the Mural from the Property at the end of the 60-day notice period ("Removal Notice"). HOST shall also send the CITY a copy of the Removal Notice. Upon ARTIST's receipt of a Removal Notice, HOST and ARTIST shall make reasonable efforts to find another suitable site for the Mural.

5. Intellectual Property and Artist's Rights.

- a. *Copyright.* Subject to the restrictions, rights, and authorizations hereunder, licenses granted to Owner hereunder, and unless otherwise agreed to by the Parties in writing, ARTIST shall retain all applicable rights pursuant to 17 U.S.C. § 106 in all original works of authorship produced under this Agreement. If ARTIST is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Mural.
- b. *Owner's Intellectual Property License.* ARTIST hereby grants to HOST; to HOST's agents, authorized contractors, and assigns; and to the CITY an unlimited and irrevocable license to do the following with respect to the Mural:
 - (1) *Use, Display, and Implementation.* HOST may use and display the Mural on the Property only. To the extent the Mural involves design elements that are incorporated by ARTIST into the design of the Property, HOST may implement such elements at the Property.
 - (2) *Reproduction and Distribution.* HOST and the CITY may each make, display, and distribute, and authorize the making, display, and distribution of, photographs and other reproductions of the Mural. HOST and the CITY may each use such reproductions for any

HOST-related or CITY-related purpose, including with respect to advertising, educational, and promotional materials, brochures, books, flyers, postcards, prints, broadcasts, film, internet-based, and other multimedia publicity. HOST and the CITY shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. HOST and the CITY shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: "Hummingbird Jubilee" © 2024 by Brenda Townsend." Neither HOST nor the CITY may license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the Mural or to authorize the sale of such photographs or reproductions.

- c. *Third Party Infringement.* Neither HOST nor the CITY is responsible for any third-party infringement of ARTIST's copyright or for protecting ARTIST's intellectual property rights.
 - d. *Publicity.* HOST and the CITY shall have the right to use ARTIST's name, likeness, and biographical information in connection with the display or reproduction and distribution of the Mural. ARTIST shall be reasonably available to attend any ceremonies related to the Mural at the request of HOST or the CITY.
 - e. *Trademark.* In the event that HOST's or the CITY's use of the Mural creates trademark, service mark, or trade dress rights in connection with the Mural, HOST and the CITY shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.
 - f. *Resale Royalty.* If HOST sells the Mural as a fixture to the Property, HOST and ARTIST agree that the resale price of the Mural shall be presumed to be less than the funds provided to ARTIST under this Agreement. Thus, HOST has no obligation to pay resale royalties pursuant to California Civil Code section 986 or any other law requiring the payment of resale royalties.
 - g. *Waiver of Artist's Rights.* With respect to the Mural produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, ARTIST hereby waives any and all claims, arising at any time and under any circumstances, against HOST and the CITY (including its officers, agents, employees, successors, and assigns), arising under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)); the California Art Preservation Act (Cal. Civ. Code § 987 et seq.); any other local, state, federal, or international laws that convey rights of the same nature as those conveyed under the above-referenced laws; or any other type of moral right protecting the integrity of works of art. Specifically, ARTIST hereby waives any and all such claims against HOST (including its officers, agents, employees, successors, and assigns); any future owners or successors in interest of the Property; and the CITY (including its officers, agents, employees, successors, and assigns) for any alteration of the Mural regardless of whether such alteration is made necessary for HOST to use the Property for its own business purposes. ARTIST hereby represents and warrants that the ARTIST is authorized to sign this waiver.
6. Maintenance and Repairs. ARTIST,, shall be responsible for maintenance and repair of the Mural. HOST and the City agree to notify ARTIST if maintenance or repair of the Mural is required. ARTIST shall not be entitled to any compensation or reimbursement from the CITY for any costs associated with maintenance or repair of the Mural.
7. Termination. The Parties may mutually terminate this Agreement through a writing signed by all Parties. The CITY may unilaterally terminate this Agreement for any reason upon providing ARTIST with 10 days' advance written notice. ARTIST agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by ARTIST, then ARTIST shall be reimbursed pursuant to

Section 3 of this Agreement for work satisfactorily performed at the time of such termination. In no event shall ARTIST be entitled to receive more than the amount that would be paid to ARTIST for completion of the Mural.

8. Insurance Requirements.

- a. ARTIST shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with creation of the proposed mural, and the results of such work, by ARTIST, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$500,000 per occurrence and \$1,000,000 general aggregate.
 - (2) *Workers' Compensation.* If applicable, Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (3) If ARTIST maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by ARTIST.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* The Commercial General Liability must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used.
 - (3) *Primary Coverage.* ARTIST's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of ARTIST's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Waiver of Subrogation.* ARTIST hereby grants to the CITY a waiver of any right to subrogation that any insurer of ARTIST may acquire against the CITY by virtue of the payment of any loss under such insurance. ARTIST agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the ARTIST, its agents, representatives, employees and subcontractors.
- c. *Verification of Coverage.* At the time ARTIST executes this Agreement, ARTIST shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this

Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage ARTIST must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ARTIST pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. *Insurance Fees.* ARTIST may request that the CITY pay costs associated with ARTIST's compliance with this Section 8. The CITY, in its sole discretion, may elect to pay all, a portion of, or none of such costs.
- g. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that ARTIST fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order ARTIST to stop work under this Agreement and/or withhold any payment that becomes due to ARTIST until ARTIST demonstrates compliance with the insurance requirements in this Agreement.

9. Indemnification, Duty to Defend, and Hold Harmless.

- a. ARTIST represents and warrants that the Mural is the sole work of the ARTIST and does not infringe the intellectual property rights of any third parties. ARTIST agrees to indemnify HOST and the CITY against any claims brought against HOST or the CITY alleging that the Mural infringes the intellectual property rights of any third parties.
- b. ARTIST (including ARTIST's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with ARTIST's creation of the proposed mural or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- c. HOST (including HOST's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with ARTIST's creation of the proposed mural or its failure to

comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

d. All terms and provisions within this Section 9 shall survive the termination of this Agreement.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. ARTIST is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by all Parties.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the Parties concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and each Party shall promptly provide the other Parties with notice of any changes to such contact information.
20. Business License. ARTIST shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. ARTIST and HOST shall each keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. ARTIST shall obtain any and all permits, licenses, and other authorizations necessary to complete the proposed mural. Neither the CITY, nor any elected or appointed boards, officers, officials,

employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ARTIST or HOST to comply with this section.

22. Advice of Counsel. The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own legal counsel.
23. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

Brenda Townsend

Date: _____

Signature

Name & Title (please print)

Sharon Dormani

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

A. General

Brenda Townsend, a sole proprietor (“Artist”) will create and install a work of art (“Mural”) at certain real property, as more particularly described in Section B, owned by the Mousavi Syed & Rita Family Trust dated 08-07-19 (“Host”) pursuant to the City of Escondido’s (“City”) Public Art Mural Program (the “Program”).

B. Property

Artist will install the Mural at 158 W. Grand Ave., Escondido, CA 92025. The Mural will be 14’ by 100’ in size and will be painted directly on the west facing wall along Maple Street Plaza.

C. Program Fund Payment Terms

Program funds provided to Artist pursuant to the Agreement shall not exceed **\$21,590** and will be based on the actual cost of Mural creation. Artist may be paid Program funds at the completion of the mural or in one-third increments during Mural creation and installation. In order to receive reimbursement and ensure accurate calculation of Program funds, Artists must submit original invoices and proof of payment for Mural materials and costs to the City within 30 days of incurrence.

All Mural creation work must be completed within the time period specified in the Agreement (“Completion Deadline”). If the Mural is not completed by the Completion Deadline, Artist understands and acknowledges that reimbursement via Program funds will be subject to funding availability at the time of actual completion of the Mural.

Costs eligible for reimbursement via Program funds pursuant to the Agreement may include:

- Artist fees for design and execution of mural, including artist’s transportation and liability insurance fees. Artists may charge a flat rate per square foot of the mural. Artists may account for assistant fees;
- Materials associated with creating and installing the mural (e.g., paints, panels, fencing, lighting and electrical equipment); and
- Other expenses pre-approved by the Mural Committee or Public Art Commission.

D. Final Inspection

Within 14 days of mural completion, the Artist shall submit high quality “after photos” to the Mural Committee or Program liaison. A final inspection of the mural will be conducted to confirm completion and conformance with previously City-approved plans and specifications. If the mural is to the satisfaction of the Program liaison and Mural Committee, the Artist will receive reimbursement in the appropriate amount within 30 days of the final inspection. Any portions of the mural that do not conform with previously City-approved plans and specifications, will not be reimbursed.

E. Term

The term of the Agreement shall be for five years, commencing on the Effective Date of the Agreement. Host agrees to maintain the Mural on the Property for a minimum of **five years** from the date that installation is completed.

F. Permits and Licenses

Escondido Business License

Hummingbirds rendering
By Brenda Townsend





STAFF REPORT

March 11, 2024
Agenda Item No.: 9

SUBJECT

MURAL PROPOSAL – KNOW YOUR HISTORY BY MARK “ZANE” KINGCADE

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the Public Art Commission approve the Mural Proposal – Know Your History by Mark “Zane” Kingcade.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

The artists are requesting the Public Art Commission approve \$9,824.00 for the artwork from the Public Art Fund, City Murals account. If approved, the remaining fund balance would be \$260,522.00.

PREVIOUS ACTION

On November 8, 2023 this application and mural design was reviewed and approved by the City’s Appearance Committee. No objections or request for changes were recorded.

On February 27, 2024 the Public Art Commission Mural Subcommittee discussed the mural and requested the artist use actual history books that reference Escondido. Furthermore, while detailed in the renderings, the subcommittee confirmed that the mural project would be installed on the concrete wall, not the brick fascia. Pending these requests, the subcommittee recommends approval.

BACKGROUND

The proposed mural is located at 254 E. Grand Avenue, Escondido, 92025 at the business *Laurel Glen*. The mural will be placed on the east facing wall toward the back of the building along Kalmia and the alley. The mural will measure 14 feet tall by 18 feet wide (252 square feet) on the concrete wall.

ATTACHMENTS

- a. Mural Application – Know Your History by Mark “Zane” Kingcade



CITY *of* ESCONDIDO

STAFF REPORT

- b. Know Your History by Mark “Zane” Kingcade – Updated Renderings



City of Escondido Public Art Commission

Mural Application "Know Your History"

Applicant

Applicant Name: MARK "ZANE" KINGCADE

Applicant phone: 760 807 3748

Email: ZANK@STREETLIFEEDWARD.COM

Applicant Mailing Address Line 1: 344 E. GRAND AVE

City: ESCONDIDO

State: CA

Zip: 92025

Lead Artist

Artist Name: ZANE KINGCADE Mark "Zane" Kingcade

Artist phone: 760 807 3748

Email:

Artist's Mailing Address (if different):

City:

State:

Zip:

Artist website:

Proposed Mural Location

Name of Property Owner:

Owner phone:

Email:

Property Owner mailing address:

Property street address (if different)

City:

State:

Zip:

Amount of funding requested: \$9,824.00 \$9,824.00

Dimensions of proposed mural wall: 14' tall X 18' wide - 252 SQ FT

14' tall X 18' wide - 252 SQ FT



Has the owner given permission for a mural to be painted on the proposed wall? (Yes/No)

The wall is:

Brick____ cinderblock____ stucco X wood____ other_____

Please describe the project, and the specific location of the mural and why a mural will enhance the area.

THIS MURAL LOOKS LIKE A GIANT BOOKSHELF, MADE TO LOOK LIKE OLD LEATHER BOUND BOOKS WITH GOLD GILDING. THE TITLES OF THE BOOKS REFLECT OUR LOCAL HISTORY FOR FUTURE GENERATIONS TO LEARN ABOUT OUR COMMUNITIES RICH HISTORY

Please describe the method for mounting or displaying the mural.

THIS WILL BE PAINTED DIRECTLY ONTO THE WALL
This will painted directly onto the wall.

Describe the ground in front of the wall (condition, debris etc.) and surrounding features.

SIDEWALK / WITH A NEARBY TREE

Describe the theme/image you envision for this mural, if known at this time.

THEME: LOCAL HISTORY

IMAGE: LARGE ORNATE BOOKS

Describe the methods and techniques to maintain the artwork. Include a maintenance plan with estimated costs.

HAND PAINTED MURAL, THAT I WILL MAINTAIN IF ANYTHING WERE TO HAPPEN TO IT AT NO COST TO YOU

John Baker Property Management, Inc.

Property Management & Commercial Real Estate Services

344 E. Grand Avenue, Escondido, CA 92025

Phone (760) 743-1147

BRE Lic. 02076304

Item 9.

November 8, 2023

To whom it may concern:

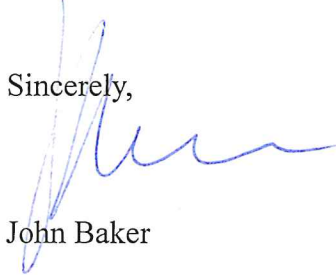
My name is John Baker Property Management, manager for Grand 4 Properties at 158 E. Grand Ave., Escondido, CA 92025.

I have been in dialogue with Mark "Zane" Kingcade for several months in regard to a mural he is to paint on the side of 158 E. Grand Ave. I have given my permission for him to complete the mural project.

It is with my permission that Mark "Zane" Kingcade, working with the city of Escondido for the proper permitting may carry out this project on the property. I also understand that I will be required to enter into an Agreement with the City and the Artist that will outline the responsibilities of all parties.

You may reach me at (760) 746-0500 if you have questions.

Sincerely,



John Baker

DOC # 2007-0138623

RECORDING REQUESTED BY:

Law Offices of Daniel F. Morrin

AND WHEN RECORDED MAIL THIS
DEED AND TAX STATEMENTS TO:DONNA WICKLUND
P.O. Box 301726
Escondido, CA 92030-1726

30527

FEB 28, 2007 4:33 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 11.00

OC: OC

PAGES: 2

SPACE.

2007-0138623

A.P.N. 229-422-08-00

QUITCLAIM DEEDThe undersigned declares that the documentary transfer tax is \$0.00,
Inheritance; transfer exempt pursuant to CA Rev & Tax Code §11930
_____ unincorporated area X city of ESCONDIDO**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledgedANN MARIE SANDELL AND MARY MARTHA JENNINGS, CO-TRUSTEES
OF THE GEORGE MORSELL LINTHICUM AND JEANNE MARIE
LINTHICUM FAMILY TRUST DATED 5/19/87

do hereby remise, release and forever quitclaim to

DONNA WICKLUND, a married woman as her sole and separate property,
GEORGE MORSELL LINTHICUM, III, a married man as his sole and separate property,
ANN MARIE SANDELL, a married woman, as her sole and separate property, and
BEVERLY WATSON, a married woman as her sole and separate property,
EACH AS TO AN UNDIVIDED TWENTY-FIVE PERCENT (25%) INTEREST
AS TENANTS-IN-COMMON

the following described real property in the County of San Diego, State of California:

LOTS 14, 15 AND 16 IN BLOCK 67 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF
SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336 FILED IN THE
OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 10, 1886.

ALSO KNOWN AS: 146-158 E. Grand Ave., Escondido, CA

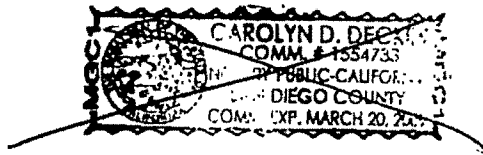
DATED: Feb 27, 07Mary Martha Jennings
MARY MARTHA JENNINGS, TRUSTEEDATED: Feb 27, 2007Ann Marie Sandell
ANN MARIE SANDELL, TRUSTEE

30528

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

On February 27, 2007, before me, Carolyn D. Decker, a Notary Public, personally appeared MARY MARTHA JENNINGS and ANN MARIE SANDELL, personally known to (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted executed the instrument.

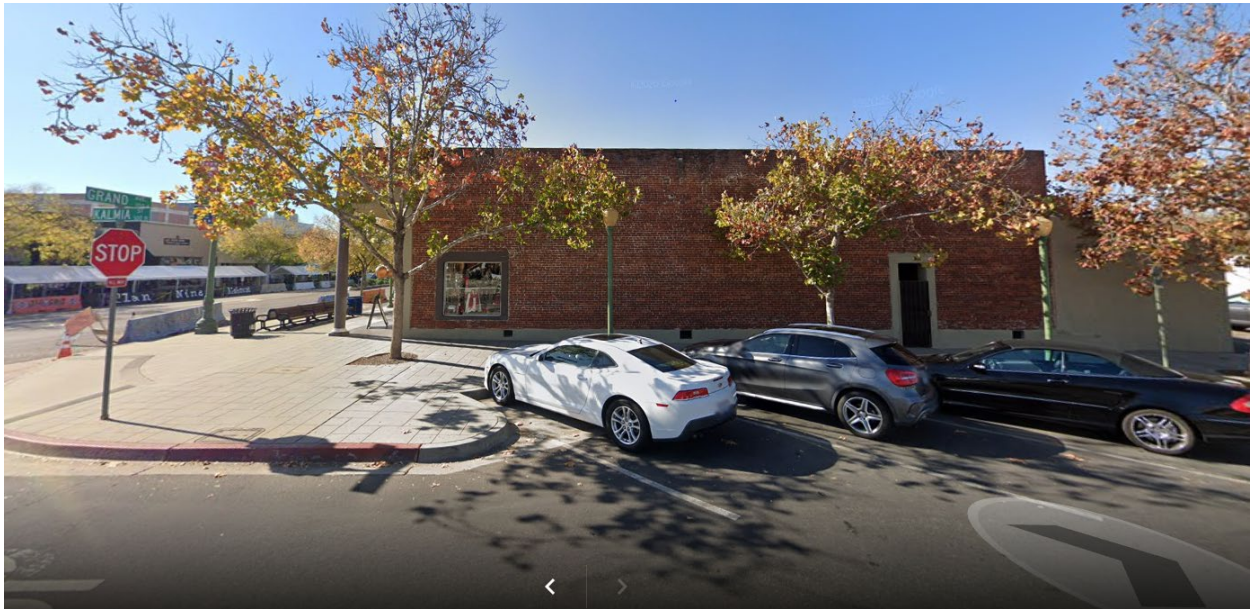
WITNESS my hand and official seal.



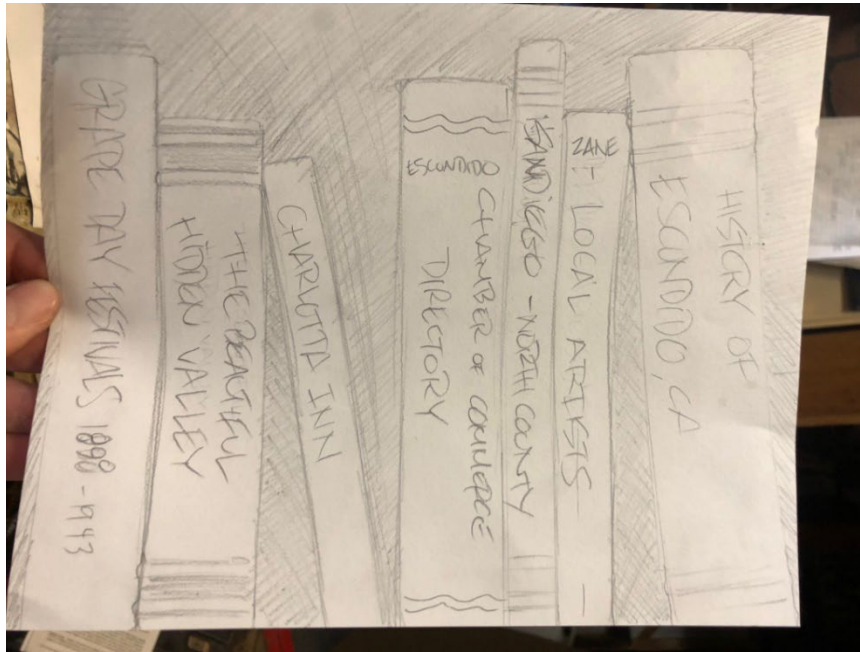
A handwritten signature in cursive script that reads "Carolyn D. Decker". The signature is written in dark ink and is positioned above a horizontal line.



Location: 254 E. Grand Avenue. Escondido, CA



Proposed Mural: Know Your History by Mark "Zane" Kingcade.



Know Your History – updated rendering
By Mark “Zane” Kingcade





STAFF REPORT

March 11, 2024
Agenda Item No.: 10

SUBJECT

MURAL PROPOSALS AT WASHINGTON PARK BY EUHSD STUDENTS

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the Public Art Commission approve the Mural Proposals at Washington Park by EUHSD students.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

The EUHSD representative is requesting the Public Art Commission approve \$15,000.00 per mural from the Public Art Fund, City Murals account. In the past, the EUHSD has invoiced the City for the actual costs associated with the mural installation. This includes the time of the teacher(s), materials, and a small stipend for the student artist. If approved at the full request, the remaining fund balance would be \$230,522.00.

PREVIOUS ACTION

On February 28, 2024 the applications and mural design were reviewed and approved by the City's Appearance Committee. No objections or request for changes were received.

On February 29, 2024 the Public Art Commission Mural Subcommittee was given the opportunity to review the applications and mural designs virtually. Comments from the subcommittee were as follows:

Commissioner Velasco indicated that the cost for one mural was too high and should present an itemized estimate in explanation of the request, as well as a timeline.

Commissioner Paul was in favor of the skatepark design only as it addresses the audience at Washington Park. She suggested the possibility of negotiating a lower price. Commissioner Paul was not interested in the fish design.

Commissioner Ryan supported the skatepark design, but felt the cost was too high.



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STAFF REPORT

BACKGROUND

In October 2021, the City and the Escondido Union High School District entered into an agreement to post murals on the walls of Washington Park pool and recreation building. The initial agreement indicated no compensation for the mural agreement. The designs were to follow the standard approval process including submission of an application, review by the City's Appearance Committee, review and recommendation by the Public Art Commission Mural Subcommittee, and final approval by the Public Art Commission. The initial murals were installed using decals. Due to the inability to adhere to the uneven surface of the cinderblock wall and ongoing damage to the artwork, a transition was made to painting the walls. The murals were to be rotated every two years. Since the original agreement, there have been two amendments for \$12,000 (2022) and \$20,000 (2023).

The skate park mural will replace the hands joining as a heart. The fish mural is an additional mural that will go on the inside the of the pool fence depicting an aquatic theme.

ATTACHMENTS

- a. Mural Application – Skatepark
- b. Mural Application – Fish



City of Escondido Public Art Commission

Mural Application

Applicant

Applicant Name: EUSHD. C/O: Soudabeh Memarzadeh

Applicant phone: 7604021734

Email: smemarzadeh@euhsd.org

Applicant Mailing Address Line 1: EUHSD

Address: 302 N Midway Dr, Escondido, CA 92027

Phone: [\(760\) 291-3200](tel:7602913200)

Lead Artist

Artist Name: Alex Cross

Artist phone:

Email: alecross238@euhsd.org

Artist's Mailing Address (if different):

City:

State:

Zip:

Artist website:

Proposed Mural Location

Name of Property Owner: Washington Park pool- replacing the hand on the bathroom wall outside

Owner phone:

Email:

Property Owner mailing address:

Property street address (if different)

City:

State:

Zip:

Amount of funding requested: 15,000

Dimensions of proposed mural wall: 7'x13'



Has the owner given permission for a mural to be painted on the proposed wall? (Yes/No)

The wall is:

Brick. x cinderblock____ stucco____ wood____ other_____

Please describe the project, and the specific location of the mural and why a mural will enhance the area.

The idea is to paint this design indie the pool or over the hand outside.

Please describe the method for mounting or displaying the mural.

Paint on wall

Describe the ground in front of the wall (condition, debris etc.) and surrounding features.

Describe the theme/image you envision for this mural, if known at this time.

Describe the methods and techniques to maintain the artwork. Include a maintenance plan with estimated costs.





City of Escondido Public Art Commission

Mural Application

Applicant

Applicant Name: EUSHD. C/O: Soudabeh Memarzadeh

Applicant phone: 7604021734

Email: smemarzadeh@euhsd.org

Applicant Mailing Address Line 1: EUHSD

Address: 302 N Midway Dr, Escondido, CA 92027

Phone: [\(760\) 291-3200](tel:7602913200)

Lead Artist

Artist Name: Alex Cross

Artist phone:

Email: alecross238@euhsd.org

Artist's Mailing Address (if different):

City:

State:

Zip:

Artist website:

Proposed Mural Location

Name of Property Owner: Washington Park pool- inside wall

Owner phone:

Email:

Property Owner mailing address:

Property street address (if different)

City:

State:

Zip:

Amount of funding requested: 15,000

Dimensions of proposed mural wall: 7'x10'



Has the owner given permission for a mural to be painted on the proposed wall? (Yes/No)

The wall is:

Brick. x cinderblock _____ stucco _____ wood _____ other _____

Please describe the project, and the specific location of the mural and why a mural will enhance the area.

The idea is to paint this design indie the pool or over the hand outside.

Please describe the method for mounting or displaying the mural.

Paint on wall

Describe the ground in front of the wall (condition, debris etc.) and surrounding features.

Describe the theme/image you envision for this mural, if known at this time.

Describe the methods and techniques to maintain the artwork. Include a maintenance plan with estimated costs.





STAFF REPORT

March 11, 2024
Agenda Item No.: 11

SUBJECT

MURAL POLICY UPDATE

DEPARTMENT

Community Services Department

RECOMMENDATION

Request that the Public Art Commission approve a moratorium on accepting new mural applications until an art solicitation process and policy has been formalized.

Staff Recommendation: Approval (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

No fiscal impact.

PREVIOUS ACTION

None

BACKGROUND

At the January 8, 2024 Public Art Commission meeting, Commissioner Velasco expressed a desire for the Mural Subcommittee to work on and update the mural program policy document. Although this working document is now used as the basis for the approval process, it was not formally adopted by the Public Art Commission. On February 27, 2024, the Mural Subcommittee met to discuss updates to the Mural Program Policy. The subcommittee along with input from members of the public began reviewing and updating the document as needed. This is an ongoing process which is expected to continue for several more subcommittee meetings.

As a result, the subcommittee is recommending a moratorium on accepting new mural applications until a formalized art solicitation process and policy has been adopted by the Public Art Commission.

ATTACHMENTS

- a. None



STAFF REPORT

March 11, 2024
Agenda Item No.: 12

SUBJECT

MEETING SCHEDULE – MONTHLY

DEPARTMENT

Community Services Department

RECOMMENDATION

Request that the Public Art Commission receive and file.

Staff Recommendation: Receive and File (Community Services: Robert Rhoades)

Presenter: Robert Rhoades, Assistant Director of Community Services

FISCAL ANALYSIS

No fiscal impact.

PREVIOUS ACTION

None

BACKGROUND

At the January 8, 2024 Public Art Commission meeting, Commissioner Rogers suggested increasing the frequency of the meeting schedule. According to the City of Escondido Boards and Commissions Bylaws, “each board and commission shall hold regular meetings and special meetings as it may require. All meetings shall be open to the public and meet Brown Act requirements.” This allows the Public Art Commission to appropriately determine its meeting schedule as desired by a majority vote of the Commission.

Currently, the Public Art Commission meets every other month for a total of six times per year. The Commission has also formed four subcommittees (Mural, Queen Calafia, Escondido Expressions, and Public Art Master Plan) to gather input and make recommendations. These subcommittees meet on a varying schedule from as needed to every other month. As a matter of protocol, City staff are present at all Public Art Commission or subcommittee meetings.

City staff ensure the proper procedures are followed and serve as operational support for the Public Art Commission and subcommittees. These duties are assigned in addition to their regularly scheduled



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responsibilities. Thus, these supplementary duties can create capacity and resource-limited issues for the staff should there be an increase in the meeting schedule cadence.

There are four Commissioners whose terms are expiring. Pending appointments and/or reappointments to the commission, changes to the meeting schedule might be best served by waiting until after the process has been completed should any new commissioners be appointed.

ATTACHMENTS

- a. None