



ARTS COUNCIL

REGULAR VIDEO MEETING

Wednesday, April 19, 2023 | 5:30pm

BOARD MEMBERS:

Chair: Elizabeth Mitchell
Vice Chair: Suzanne Skone
Board Members: Daniel Becker, Rachel Blum,
Jonathan Harrington, Rosemary Moore, Lalo Bruhl

LOCATION & CONTACT

Zoom Meeting
Phone: 206.275.7600 | www.mercerisland.gov

We strive to create an inclusive and accessible experience. Those requiring accommodation for meetings should notify the Staff Liaison's Office 3 days prior to the meeting at 206.275.7884 or by emailing Eleanor.knight@mercerisland.gov.

Virtual Meeting Notice

The virtual meeting will be broadcast live on Zoom and recorded and saved on the City's [YouTube Channel](#).

Registering to Speak: Individuals wishing to speak live during Appearances must register their request with the staff liaison at **206.275.7884** or [email](#) before 4 PM on the day of the Arts Council meeting. Please reference "Appearances" on your correspondence and state if you would like to speak either in person at Mercer Island Community & Event Center or remotely using Zoom. Each speaker will be allowed three (3) minutes to speak.

Join by Telephone at 5:30 PM: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **891 2336 1265** Password **076260** when prompted.

Join by Internet at 5:30 PM: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click [this link](#).
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **891 2336 1265**; Enter Password **076260**

Join in person at Mercer Island Community & Event Center at 5:30 PM: Mercer Island Community & Event Center
8236 SE 24th Street.

CALL TO ORDER & ROLL CALL - 5:30 PM

PUBLIC APPEARANCES

DEPARTMENT REPORT

1. Department Report

REGULAR BUSINESS

2. Approve the minutes of the January 18, 2023 Regular Meeting
Recommended Action: Approve minutes.
3. Luther Burbank Waterfront Improvements (LBWI) Art in Public Places – Artist Selection and Funding Allocation Recommendation
Recommended Action: Recommend City Council award the Luther Burbank Park Art in Public Places project to Marsha Rollinger; and appropriate \$50,000 from the 1% for Art in Public Places Fund to develop the project in consultation with Anchor QEA.
4. 2023-2024 City Arts and Culture Workplan Update: Q1 2023
Recommended Action: Receive staff report

OTHER BUSINESS

5. 2023 Arts Council Planning Schedule Update

ADJOURNMENT

Mercer Island Arts Council

Item 1.



Department Report
April 19, 2023

Island Lanterns



- Thank you to ArtsWA and the National Endowment for the Arts for supporting this project.
- The City of Mercer Island partnered with [Mercer Island Visual Arts League \(MIVAL\)](#) to bring back *Island Lanterns*, a community art project designed to connect and inspire Islanders through arts and culture.
- We distributed 200 solar lanterns for community members to transform with their creativity and then installed them at the Veterans Pergola in Mercerdale Park. Lanterns will be on display through April 24.
- www.mercerisland.gov/islandlanterns



LEAP FOR GREEN

EARTH DAY FAIR: TAKING ACTION!

SATURDAY, APRIL 22

10AM – 2PM



ACTIVITIES FOR ALL AGES!
SUSTAINABILITY VENDORS
ENTERTAINMENT
FOOD TRUCKS
ELECTRIC VEHICLES
EDUCATIONAL DISPLAYS
AND MORE!

MERCER ISLAND COMMUNITY & EVENT CENTER
8236 SE 24TH ST.
MERCER ISLAND
WWW.MERCERISLAND.GOV/GREENFAIR

Leap For Green Earth Day Fair – April 22!

- Thank you, Cedar Grove & The Mercer Island Community Fund for your sponsorship!
- This weekend, the Community Center will be transformed into an Earth Day Fair, with sustainability vendors, live entertainment, sustainable kid’s crafts, electric vehicles, food vendors, a petting zoo, and more!
- Thank you to all the local vendors who will be in attendance for a day of fun!



SUMMER CELEBRATION!

JULY 15, 2023

Join the fun at Mercer Island's largest event with elements of: community parade, live music, community booths, art vendors, kid's activities, food trucks, fireworks and more!

LOOKING FOR:
SPONSORS
COMMUNITY GROUPS
ART VENDORS
FOOD TRUCKS



Summer Celebration!

- Join MI Martial Arts, The Mercer Apartment Homes and The Mercer Island Community Fund in sponsoring Summer Celebration. Many opportunities still available.
- We also have applications for community groups, art vendors and food trucks posted online.
- The Community Parade will return, thanks to Island Books, John L. Scott and Island Treats – application out soon!

MIVAL at MICEC

David Fishman's Unique Botanical Portraits &

Mercer Island High School 2D & Photography: March 6 – May 4

- The Artist Reception was held on March 9th, where attendees heard from David on his elaborate photographic gear and editing tools.

Coming up: Puget Sound Sumi Artists: May 6 – June 24

- The Artist's Reception will be held on Thursday, May 11 from 5 – 7pm

Coming up: MIVAL Junior Art Show: June 26 – August 18

- The Artist's Reception will be held on Saturday, July 8 from 1 – 2pm



MICEC



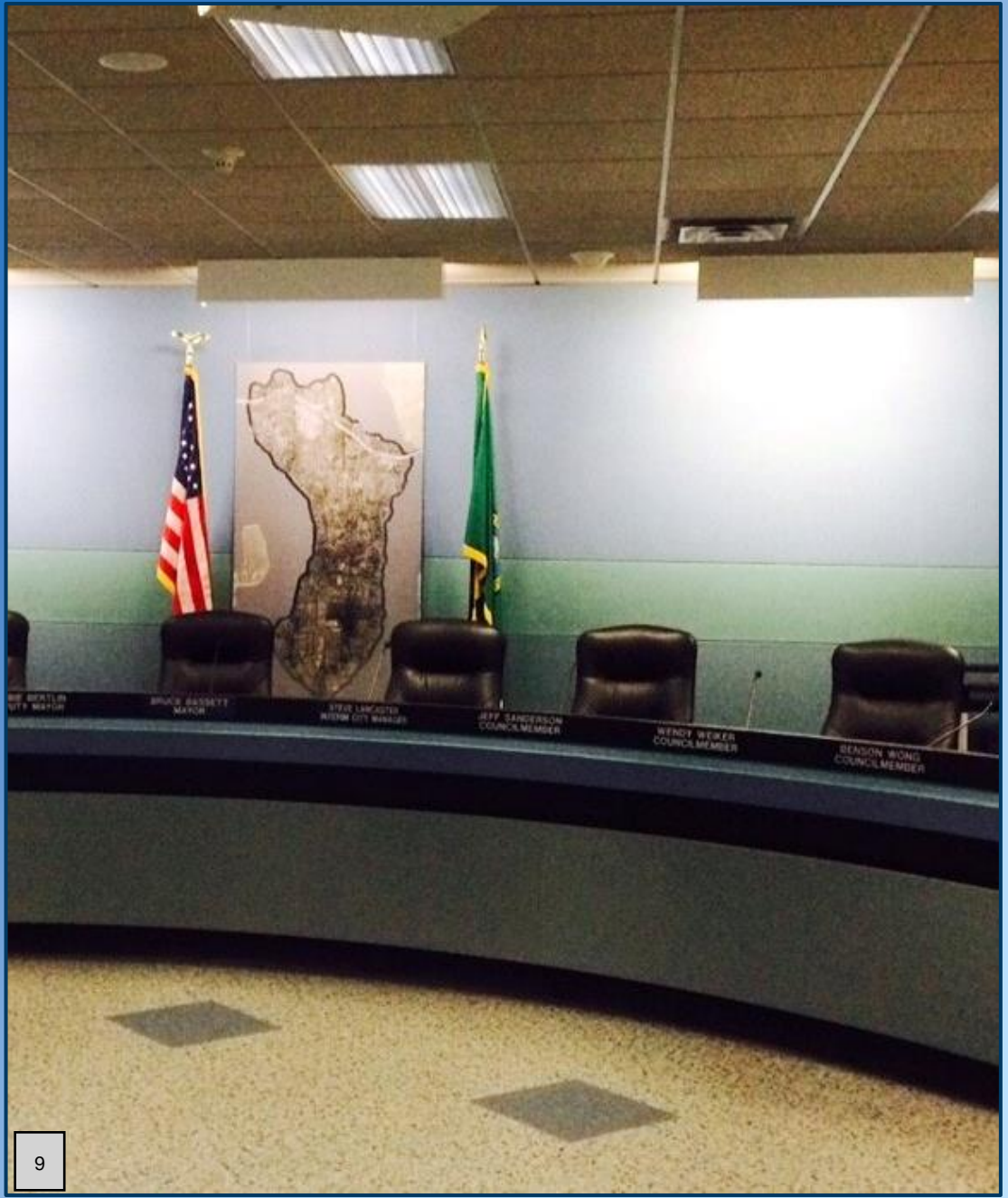
- The Open Window School hosted their Multicultural Event, highlighting arts & culture from around the world with dancing and a lot of live music!
- Last Sunday, a Diwali Festival was in the Gym of the MICEC, which had 250 – 300 people in attendance. Our staff reported it was musical, colorful and great to see so many happy people!



- Last night, we partnered with the Mercer Island Sister City to host a French Film, which was shown in French with English subtitles.

Annual Boards & Commissions Recruitment Underway

- Our annual Advisory Boards & Commission recruitment is now underway through May 5.
- We are looking for volunteers to fill expiring terms on:
 - Arts Council (3 positions)
 - Design Commission (2 positions)
 - Parks & Recreation Commission (2 positions)
 - Planning Commission (2 positions)
- New this year: electronic application to streamline the process. Learn more and apply at www.mercerisland.gov/bc.



Thank You!





ARTS COUNCIL MINUTES REGULAR VIDEO MEETING

Wednesday, January 18, 2023

CALL TO ORDER

Chair Elizabeth Mitchell called the meeting to order at 5:35 pm via Zoom Online meeting.

ROLL CALL

Chair Elizabeth Mitchell, Vice Chair Suzanne Skone [5:40pm], Daniel Becker, Rachel Blum, Jonathan Harrington, Rosemary Moore, and Lalo Bruhl were present for the Arts Council.

Councilmember Ted Weinberg was present.

Staff present were Eleanor Knight, Katie Herzog, Sarah Bluvus, and Raven Gillis.

PUBLIC APPEARANCES

No public appearances.

DEPARTMENT REPORT

Eleanor Knight, Recreation Coordinator, reported on the following:

- Community Center transformed in support of the Oriana Ladies League event
- Illuminate MI Events / Thank you Sponsors and Partners!
- Donation of Raven, approved by the Arts Council 2021
- MIVAL at MICEC
- Lectures at MICEC
- Island Lanterns

REGULAR BUSINESS

1. Approval of Minutes

Minutes from the October 19, 2022 Regular Meeting were presented.

It was moved by Becker; seconded by Bruhl to:

Approve the minutes from the October 19, 2022 meeting

Passed: 6 – 0

2. Approve of Luther Burbank Waterfront Improvements (LBWI) Art in Public Places Request for Proposals (RFP)

Sarah Bluvus, CIP Project Manager, provided an update, and introduced Arts Council Members Skone and Becker to provide additional updates. Bluvus also reported on the status of the Artist Selection Panel.

It was moved by Moore; seconded by Harrington to:

Approve the request for proposals for the Luther Burbank Park Waterfront Improvements (LBWI) Art in Public Places project, and to appoint the artist selection panel pending the final consultation between the Public Arts committee and the Arts Council Chair

Passed: 7 – 0

3. Arts Council Events Update

Katie Herzog, Recreation Coordinator, presented and gained consensus from the Arts Council that they will have organized attendance and participation at city-coordinated events, and to work as a “referral group” to city staff for arts and culture connections, sponsorship opportunities, and enhancement to event elements. Arts Council approved the Events Committee to move forward with choosing the Summer Celebration! T-shirt design this year.

4. 2023-2024 City Arts and Culture Workplan Update

Eleanor Knight presented. The Arts Council Members engaged in discussion and provided input.

It was moved by Moore; seconded by Bruhl to:

Endorse the 2023/2024 City Arts and Culture Workplan as amended

Passed: 7 – 0

5. Arts Council Planning Schedule and Committee Update

Eleanor Knight, Recreation Coordinator, provided the update to the Arts Council. Arts Council members received update.

OTHER BUSINESS

Bluvas notified the Arts Council that they should be receiving an email related to the construction happening adjacent to the outdoor sculpture gallery.

ADJOURNMENT

The Regular Video Meeting adjourned at 6:52pm.



ARTS COUNCIL STAFF REPORT

Item 3
April 19, 2023
Regular Business

AGENDA ITEM INFORMATION

TITLE: RECOMMENDED ACTION:	Luther Burbank Waterfront Improvements (LBWI) Art in Public Places – Artist Selection and Funding Allocation Recommendation Recommend to City Council the following: <ul style="list-style-type: none"> • Award the Luther Burbank Park Art in Public Places project to Marsha Rollinger; and • Appropriate \$50,000 from the 1% for Art in Public Places Fund to develop the project in consultation with Anchor QEA. 	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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STAFF: COUNCIL LIAISON: EXHIBITS:	Sarah Bluvas, CIP Project Manager Ted Weinberg 1. RFP for Luther Burbank Park Waterfront Improvements 2. Proposed Public Art Concept Submitted by Marsha Rollinger 3. MICC 4.40.200 1% for Art in Public Places Fund
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SUMMARY

BACKGROUND

On [January 18](#), the Arts Council approved the request for proposals (RFP) to identify an artist or artist team for the Luther Burbank Park Waterfront Improvements (LBWI) project. The RFP (Exhibit 1) was released on January 19, 2023, and the Public Art Committee and City staff have stewarded the selection process.

At the April Arts Council meeting, staff and Arts Council Member Daniel Becker, the Chair of the LBWI Artist Selection Panel, will present the results of the selection process and seek the Arts Council’s recommendation to award this Art in Public Places (AIPP) project to Marsha Rollinger.

ARTIST SELECTION PANEL

Per the Guidelines for Acquisition for the AIPP, an Artist Selection Panel (ASP) is appointed to review submittals and make a finalist recommendation to the Arts Council. The following list includes the community members and staff who served on the panel as well as their specific “panel positions,” which are required by the Guidelines for Acquisition:

- **Artist generally recognized for producing quality work:** Kevin Au (nominated by MIVAL)
- **Citizen with interest in the site:** Judith Roan (nominated by Friends of Luther Burbank Park)
- **Mercer Island Arts Council members:** Daniel Becker and Lalo Bruhl
- **Mercer Island Design Commission member:** Anthony Perez (appointed by Design Commission Chair)
- **Mercer Island Parks & Recreation Commission (PRC) member:** Sara Marxen (appointed by PRC Chair)
- **Lay citizen:** Rosalie Frankel (nominated by the Arts Council)
- **City Council member:** Ted Weinberg

- **City staff advisors (non-voting):** Paul West, Senior CIP Project Manager; Sarah Bluvas, CIP Project Manager

Noelle Higgins and Rachel Anderson from Anchor QEA, the consultants designing the LBWI project, also participated as non-voting advisors.

ARTIST SELECTION PROCESS + ARTS COUNCIL RECOMMENDATION

The RFP closed on March 7, 2023, and the City received five complete submittals. Each panelist reviewed all submittals individually before convening on March 22. Led by Becker, the ASP discussed each submittal and selected two finalists – artist Marsha Rollinger and the artist team MI Arts Collab, comprised of Suzanne Zahr and Juliana Kang Robinson. The artists selected as finalists received \$500 stipends to present their proposed concept to the ASP. On April 3, 2023, presentations were held at the Mercer Island Community and Event Center, then the ASP deliberated and voted to recommend Marsha Rollinger as the selected finalist. Rollinger’s proposed concept is attached as Exhibit 2.

At the April Arts Council meeting, member Becker and staff will present Rollinger’s proposed concept and answer clarifying questions about the selection process and deliberation. Following the discussion, the Arts Council may choose to accept the ASP’s recommendation to award the project to Rollinger. This recommendation will then be transmitted to City Council for approval on May 16, 2023.

It is important to note that Rollinger’s proposal is a concept, *not* a completed public artwork ready for installation. If recommended to Council and accepted, the artist will fully develop her concept in collaboration with the community, City staff, and Anchor QEA this summer. Mercer Island community members will have ample opportunity to provide input on the artwork designs that will ultimately be installed during the capital project’s construction.

PROJECT BUDGET + APPROPRIATION REQUEST

Per MICC 4.40.200 (Exhibit 3), the 1% for Art in Public Places Fund (1%) pools contributions from qualifying capital improvement program (CIP) projects to support AIPP projects on Mercer Island. The current 1% balance is \$170,936. Staff estimate a 1% contribution to the fund of \$60,000-\$70,000 from the LBWI and associated Luther Burbank docks/waterfront capital projects.

Based on the RFP requirements and stated budget range, Rollinger submitted a high-level, estimated budget for her proposed concept, provided below.

Artist Design & Project Management	\$26,000
Fabrication	\$73,300
Installation	\$2,000
Documentation	\$1,500
Marketing & Communication / Outreach Materials	\$1,500
Community Engagement	\$5,000
Contingency	\$10,700

TOTAL \$120,000

The artist will engage in the upcoming 90% design process this spring and summer and will develop the final artwork concept in collaboration with the community and Anchor QEA. Funds from 1% will also cover Anchor

QEA's additional scope to manage the public art integration into the design process; staff are still negotiating this scope and will update the Arts Council at the April meeting.

On January 18, staff proposed that the Arts Council recommend appropriating funds from the existing 1% reserve to fund the artist's fee and other costs associated with developing the final artwork design. This recommendation balances the need to integrate an artist into the 90% design process with the fact that the capital project's 1% contribution will not transfer to 1% until *after* the capital project is completed through construction (estimated 2025).

Building on that guidance, staff propose that the Arts Council recommend that City Council appropriate \$50,000 from 1% to fund the development of the final art concept. This amount would cover Rollinger's artist fees and budget for project management, community engagement, marketing, and some documentation / contingency, as well as the additional consultant scope for Anchor QEA. Staff will return to the Arts Council to seek a recommendation for budget for fabrication, installation, and documentation prior to construction bid award (est. Q1 2024).

NEXT STEPS

After the artist selection and recommended appropriation request are accepted, the Arts Council's recommendation will be transmitted to City Council at their Regular Meeting on May 16, 2023. Once Council approves the artist award and appropriation, staff will finalize contracting to integrate Rollinger into the 90% design process as quickly as possible and amend the contract scope for Anchor QEA. Staff will also work with Rollinger to schedule community workshops and other opportunities to solicit artwork design input during summer 2023. One of the workshops will likely take place at Summer Celebration! on Saturday, July 15, 2023. Details about those workshops and other elements of the project progress will be shared on Let's Talk at <https://letstalk.mercergov.org/lbdock>.

RECOMMENDED ACTION

Recommend to City Council the following:

- Award the Luther Burbank Park Art in Public Places project to Marsha Rollinger; and
- Appropriate \$50,000 from the 1% for Art in Public Places Fund to develop the project in consultation with Anchor QEA.



City of Mercer Island
**Integrated Art Elements for the
 Luther Burbank Park Waterfront Improvements Project**
 Request for Proposals (RFP), No. 23-04

Date of Release: January 19, 2023

RFP Submittal Due: February 28, 2023, 2pm PST

Contacts: Paul West, CIP Project Manager, paul.west@mercerisland.gov
 Sarah Bluvas, CIP Project Manager, sarah.bluvas@mercerisland.gov

INTRODUCTION

The City of Mercer Island (“City”) seeks proposals for integrated public art and placemaking elements for the [Luther Burbank Park Waterfront Improvements project](#). This project provides an exciting opportunity to revitalize the fifty-year-old facility and create more access at the only light rail-accessible waterfront on Lake Washington. The selected Artist or Artist Team will collaborate with the design team and the community to develop an art element or elements that create a sense of place and highlight the rich history of the site for visitors of all ages.

Project Budget: \$50,000-\$120,000 for all design, fabrication, artist fee, site delivery, installation, etc. *(The City will prepare the site for the artist for the purpose of supporting and facilitating art project implementation. Installation may be handled by City staff depending on the artwork.)*

Deadline to submit: February 28, 2023

Location: Luther Burbank Park Waterfront, 2040 84th Ave SE, Mercer Island, WA 98040

Eligibility: This call is open to all artists living and working in the Pacific Northwest region, including Washington, Oregon, Idaho, and Alaska States.

Site Visit: February 9, 10-11:30am; meet at the Luther Burbank Park waterfront plaza adjacent to the Boiler Building and docks. – Those interested in submitting a proposal may wish to meet with City staff and consultants at this time to learn more about the project and ask questions. This site visit is not mandatory, but we ask that those who plan to attend e-mail the Project Contacts (listed above) ahead of time so we can plan accordingly.

Please read the application requirements carefully. Artists are asked to submit a biographical statement as well as images of their previous work.

BACKGROUND

The City of Mercer Island is located on an island of the same name in Lake Washington and consists of high-quality residential areas, conserved open space, parks, and miles of shoreline. Mercer Island, which was formerly part of East Seattle, was incorporated in 1960 and has a population of just over 25,000. Most of Mercer Island's 6.2 square miles of land area (five miles long and two miles wide) is developed with single family homes. The Town Center and two other commercial areas serve the Island and provide a range of business and service opportunities for the community.

Mercer Island has a historic tradition of public support for the arts, and its public art collection is an important avenue for engaging the community with arts, culture, and creativity. The collection features more than 60 two-dimensional and three-dimensional works found in City parks and buildings across the Island. City staff collaborate with the Mercer Island Arts Council, artists, and the public to create high-quality works that will enrich the lives of Islanders and preserve notable creative expression. Many works in the collection have been acquired through Mercer Island's 1% for Art in Public Places (AIPP) program as well as through donations. Learn more and view the collection at mercerisland.gov/publicart.

About the Luther Burbank Park Waterfront Improvements Project

The Luther Burbank Park waterfront was developed as a public boating facility in 1974. Its anticipated renovation in 2024 has created an opportunity to provide shoreline access that better serves the wide range of visitors it attracts. Stabilization of the 1928 steam plant will be a first phase of a small craft boating center to better serve popular sailing and paddling programs. New site features include a low-freeboard floating dock for paddlecraft, a viewing deck, a platform with water-level contact, and an expanded beach with ramp access. The project has been designed to inspire both active users and casual observers to stay and enjoy the busy waterfront setting. Learn more at letstalk.mercergov.org/lbdock.

Why Submit a Proposal?

Luther Burbank Park draws users from around the region and, when the East Link opens, will be the only Lake Washington waterfront accessible by light rail. The selected Artist or Artist Team will gain significant exposure beyond Mercer Island residents. Moreover, this project presents an exciting opportunity to connect waterfront users with Luther Burbank Park's natural and cultural history in ways that are meaningful, unique, and long-lasting. Don't miss this opportunity to contribute to a transformative capital project!

SCOPE OF WORK

The City seeks an Artist or Artist team to propose an art element or elements for the Luther Burbank Park Waterfront Improvements project. A presentation outlining opportunities and preferred themes is included as Attachment 1. Additionally, we encourage those interested in submitting to watch previous Arts Council discussions of this project as well as to attend the site visit with City staff on February 9, at 10am.

Project Goals

The City aims to accomplish the following primary goals with this project:

- Showcase Luther Burbank Park and the community's unique character.
- Be interactive for all ages and abilities.
- Be site-specific and original.
- Be inviting and aesthetically pleasing.

Artwork Themes + Medium(s):

Artists or Artist Teams should interpret one or more of the following themes for integrated art elements at the site:

- Local indigenous peoples' history
- Human powered boat construction as an artform
- Nautical themes relevant to the site context

Additionally, the Artist or Artist Team may be interested in incorporating themes of local/regional geography, local natural history, and Mercer Island heritage/history as secondary or complementary to the preferred themes listed above.

The City is interested in emphasizing **integrated art elements**, such as:

- Sculptural elements that define entrances, views, or important aspects of the site;
- Interpretive elements that can be integrated into paving with embedded materials and text;
- Functional elements such as handrails, benches, lean rails, kiosks, or guardrails; and/or
- An artistic plaque display that contains a QR code linking the referenced feature to the City's [STORY public art engagement platform](#).

Artists are welcome to submit proposals that conceptualize artwork in an array of sizes, types, and mediums. Medium(s) should:

- Be weatherproof and appropriate for permanent outdoor display;
- Encourage public interaction and be accessible for all;
- Not pose any hazard to the public or the environment; and
- Be appropriate to display within a public park.

We encourage the use of sustainable and/or natural materials as well as environmentally friendly artmaking practices where possible for this project. Applicants may also be interested in reviewing the City's draft [Climate Action Plan](#) to identify opportunities for alignment.

Collaboration with the Design Team + Proposed Schedule

The Artist or Artist Team will be integrated into the design team led by the environmental firm Anchor QEA. The Artist or Artist Team must be willing to collaborate with the design team and will also be required to meet with the community, the Mercer Island Arts Council, and other project stakeholders to gather input on the final product. The waterfront plaza design has been developed to 60% design, and the goal is

to complete art integration during the 90% design in Summer 2023. The City and Anchor QEA propose the following timeline for this project:

- RFP Released: January 19, 2023
- Optional Site Visit: February 9, 2023, 10am
- Submittals Due: February 28, 2023, by 2 pm
- Evaluation Process: March 2023
- Selected Artist Notified + Contracting: April 2023
- Project Development/Integration: May-August 2023
- Final Design Approval: September 2023

Community Engagement Needs

The Mercer Island community is highly active in and passionate about its park system. Artists or Artist Teams should be prepared to engage the Mercer Island community, including site users, park neighbors, elected officials, volunteer boards, and other project stakeholders, to develop the final design. Methods of engagement could include interviews, on-site community meetings, online modules via Let's Talk (the City's public engagement platform), or other methods. The City encourages creative and interactive methods for soliciting community feedback in the design process.

SUBMITTAL DETAILS

The Artist or Artist Team must have the ability to satisfactorily perform the required work by reasons of: (a) experience in performing work of a similar nature; (b) demonstrated competence in the services to be provided; (c) strength and stability of the Artist or Artist Team; (d) workload capability; and (e) supportive references.

To be considered for this opportunity, please submit the following:

Artwork concept design(s): Provide concept designs, including potential site locations, for the proposed artwork(s). Include up to five (5) images, including sketches, plans, models, renderings, precedents, and concept.

Narrative of artwork intent: The narrative should articulate the Artist's or Artist Team's interest in this project, including how their work, process, and experience relate to this project. The narrative should explain how the proposed artwork(s) will meet the stated goals of this project. (Word limit: 500 words)

Artist's vision and approach: Describe the vision for this project, including the Artist's or Artist Team's specific approach to the site, the themes, and the Mercer Island community in general. The site redesign will develop more universal access to the water, and the City asks the Artist or Artist Team to describe their personal and artistic approach to promoting Diversity, Equity, and Inclusion. (Word limit: 750 words)

Artist's biographical statement: Provide a brief bio that may be used in future communications and promotions about the project. (Word limit: 500 words)

Resume: Submit a current, professional resume. Artist Teams should submit resumes for each team member compiled into one document. (Page limit: 2 pages per Artist)

References: Submit three (3) current references. Please include the reference's name, phone, alternate phone, email, and title as well as a brief (no more than one sentence) description describing the reference's professional association. (Make sure to confirm that the reference's current contact information has been provided.)

Images of previous work: Provide up to five (5) images of previous work by the Artist or Artist Team that demonstrates the ability to complete this project. (JPEG format, 1920 pixels maximum on the longest size, 72 dpi, with compression settings resulting in the best image quality where the file size remains under 2MB)

Cost estimates: Provide cost estimates for each art piece, including best estimate of 2023 material, artist time, and installation costs.

Ability to work within city government structure: Describe the Artist's or Artist Team's ability to successfully execute a public art project, including previous work with local governments or other experience working with City staff, elected officials, volunteer boards, etc., to complete projects. (Word limit: 500 words)

Community engagement approach: Summarize how you intend to engage the community in the creative process. (Word limit: 750 words)

Submittal Format & Deadline

- Send PDF submittals electronically to publicworks@mercergov.org no later than **2pm on Tuesday, February 28, 2023**
- All submittals shall be clearly titled: **RFP 23-04 Integrated Art Elements for LBWI Project**.
- Upon receipt of each submittal, the City will provide the Artist or Artist Team with an acknowledgment of receipt. All proposals received will become the property of the City and will not be returned.
- **Rights reserved by the City:** The City reserves the right to reject any or all responses received for this solicitation; extend the submission due date; modify, amend, reissue, or rewrite this solicitation; and procure any or all services by other means.
- Direct all submittal questions to Sarah Bluvas, CIP Project Manager, sarah.bluvas@mercerisland.gov, no later than **5pm on Friday, February 17, 2023**. It is the obligation and responsibility of the submitter to learn of addendums, responses, or notices issued by the City relative to this RFQ. These will be posted on the City website at www.mercerisland.gov/rfps.

Conditions of Submittal

Costs for Development of Submittals: All costs for developing submittals in response to this RFQ are the obligation of the Artist or Artist Team and are not chargeable to the City. All submittals will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the Project Contacts listed on this RFP. Submittals cannot be withdrawn after the published close date.

Agreement Form: The agreement form to be used will be the City's standard professional services agreement (PSA), which is provided as Attachment 2. City staff will negotiate the terms of an agreement with the artist directly for all proposed artwork that is approved. This project budget is all-inclusive and must cover all expenses associated with the design, fabrication, artist fee, site delivery, and installation, etc. The Artist or Artist Team will be responsible for securing all equipment necessary to install the artwork unless otherwise agreed upon with the City.

Additionally, the selected Artist or Artist Team must provide the following during contracting:

- Current W9
- Current Mercer Island Business License
- Certificate of Insurance naming the City as additional insured

Artists or Artist Teams who do not currently hold the required insurance limits are encouraged to submit a proposal.

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by calling 206-275-7833.

Non-Discrimination: The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SELECTION PROCESS

The City will select the most advantageous artwork submission(s) based on the review process outlined. However, cost is important to the City. The City will make the award that is in the best interest of the City based on cost and other considerations.

An Artist Selection Panel (ASP) consisting of Mercer Island citizens, City Council and City board members, City staff, and others will review each submittal using the selection panel checklist. A sample checklist is provided as Attachment 3. After evaluating all submittals, the ASP may choose to invite an artist or artists to present their proposed artwork and qualifications prior to selecting a finalist. Interviews may include the ASP, the Mercer Island Arts Council, the Mercer Island City Council, and City staff or other interested parties. (Submitters will not be compensated for interview related expenses.)

Following the evaluation process, the preferred submittal will be sent to the Mercer Island Arts Council to make a recommendation to the City Council. The City Council is responsible for approving the final project scope and authorizing the City Manager to contract with the selected Artist or Artist Team.

Additional Details

- All responses to this request will be screened for eligibility. As time permits, a selection panel will review responses, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, the City reserves the right to request additional information and to interview Artists or Artist Teams to discuss their qualifications.
- This solicitation does not obligate the City to award a contract to any respondent. The final selection is the sole decision of the City, and the respondents to this formal request have no guaranteed appeal rights or procedures. At its option, the City reserves the right to waive as informality any irregularities in proposals and/or to reject any or all proposals. The City also may select only portions of a particular submission for further consideration and negotiation (although the Artist or Artist Team may specify portions of their submission they consider “bundled”).
- It is anticipated that an Artist or Artist Team will be selected from this process and a contract or contracts will be negotiated. If the City selects an Artist or Artist Team for this project, the successful submitter shall be issued a written Notice of Selection.

ATTACHMENTS

- Presentation of Luther Burbank Waterfront Improvements Art Integration Opportunities – Presented to the Mercer Island Arts Council on September 14, 2022
- Standard Professional Services Agreement
- Sample Artist Selection Panel Checklist

Integrated Public Art Opportunities

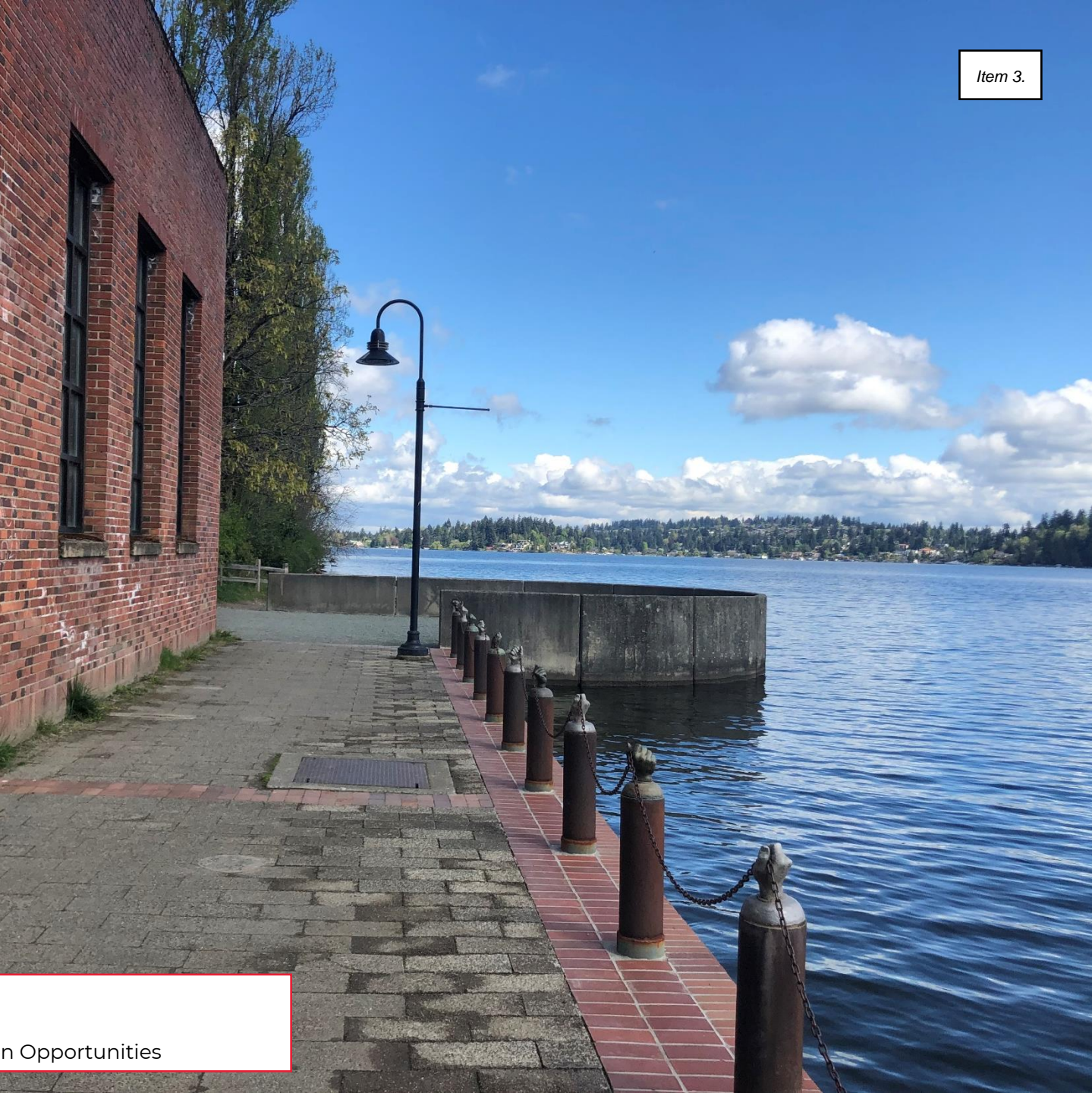
Luther Burbank Dock Repair and Upland Improvements Project
60% Design

September 14, 2022

Presented by

Paul West, City of Mercer Island

Noelle Higgins, Anchor QEA



Agenda

Recap from Last Meeting

Boiler Building Interpretive Program

60% Design Update and Opportunities

Next Steps

Recap

- Last meeting in Sept 2021
- Reviewed 30% design
- Reviewed approach to Handsome Bollards
- Discussed opportunities for integrated public art



Handsome Bollards Proposed Openings



Opportunities for Integrated Art

Recommended theme – Nautical



Types of Art and Media

Sculptural elements to define entrances

Item 3.



mbauer Bay Park - Bellevue



Types of Art and Media

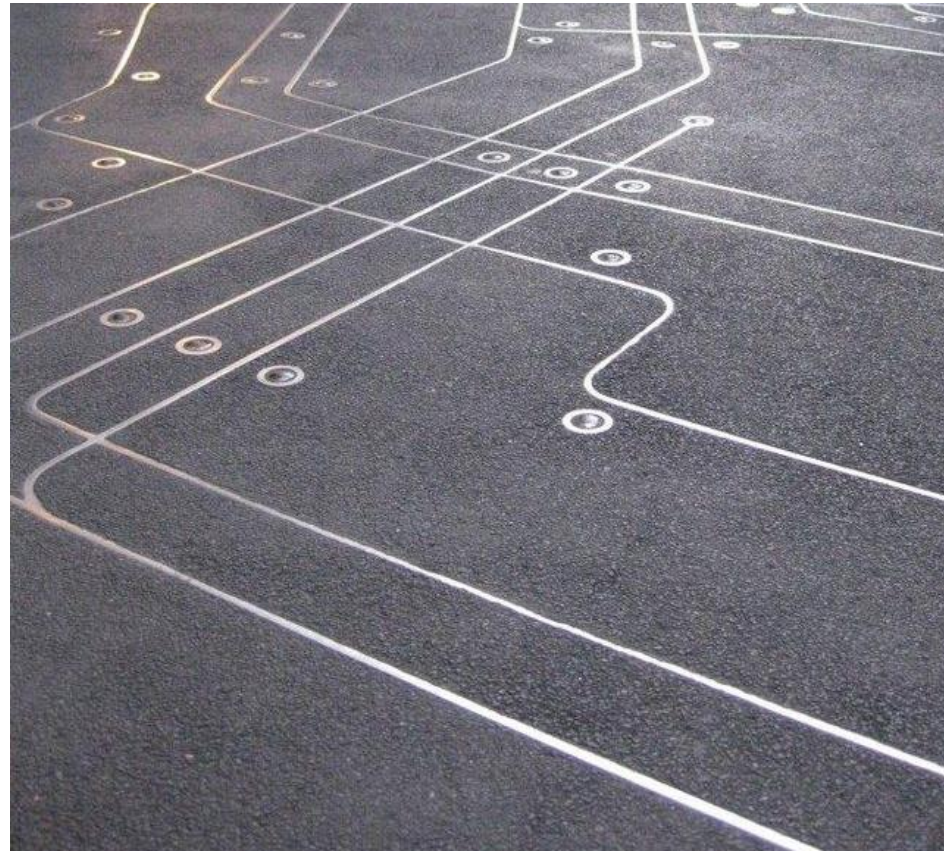
Sculptural elements to define entrances



Northwind Fishing Weir Legend
Susan Point
Green River Trail

Types of Art and Media

Paving treatments with embedded materials and text



Types of Art/ and Media

Custom park elements



Fritz Hedges Waterway Park – Lake Union



Manitou Beach Public Access

Types of Art and Media

Custom park elements – railings, handrails, fences



Fritz Hedges Waterway Park – Lake Union



Manitou Beach Public Access



Water—The Essence of Life
Susan Point
West Seattle Pump Station

Types of Art and Media

Standalone and sculptural pieces



Compass, Alan Storey
Bellevue City Hall



The Blue Trees, Konstantin Dimopoulos
Burke-Gilman Trail

Boiler Building Interpretive Program

Artistic Plaques with QR Codes



Artistic plaque style for the Boys Parental School era (1903–1965) of Luther Burbank Park.

Minimum

- 1. The School Building
- 2. The Boiler Building
- 3. The Dairy Barn Ruins
- 4. The Remnant Fruit Trees

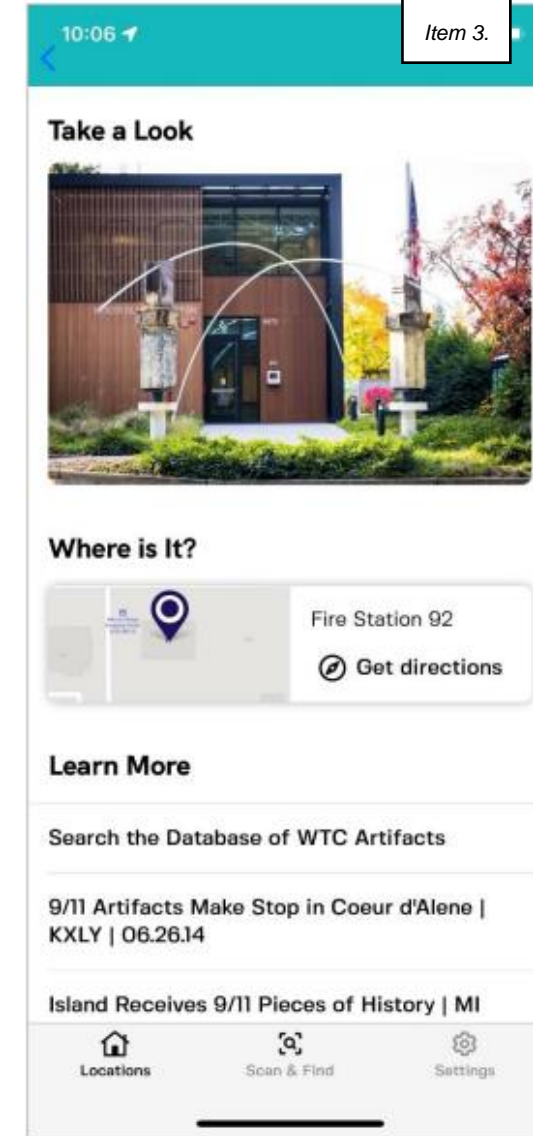
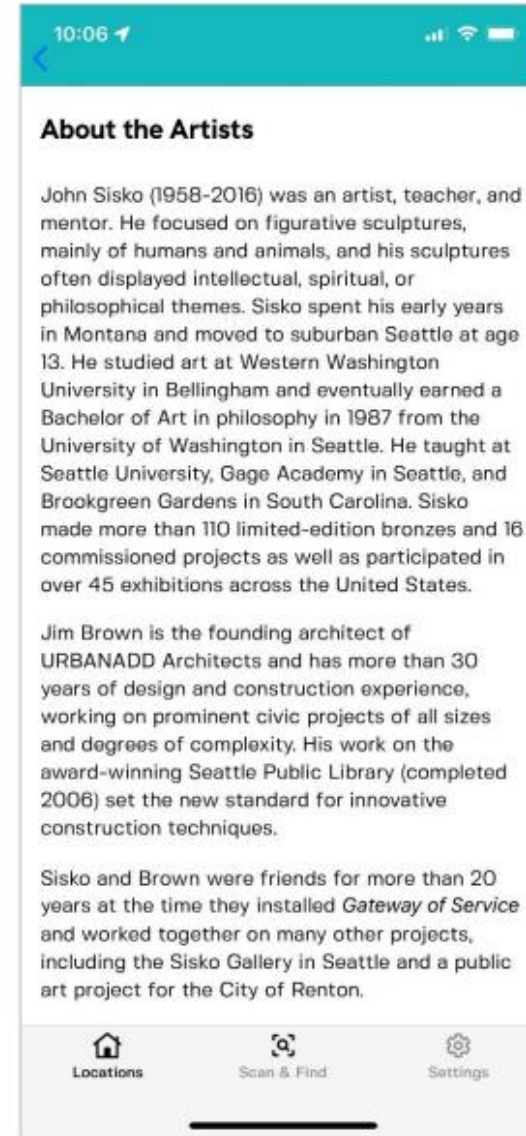
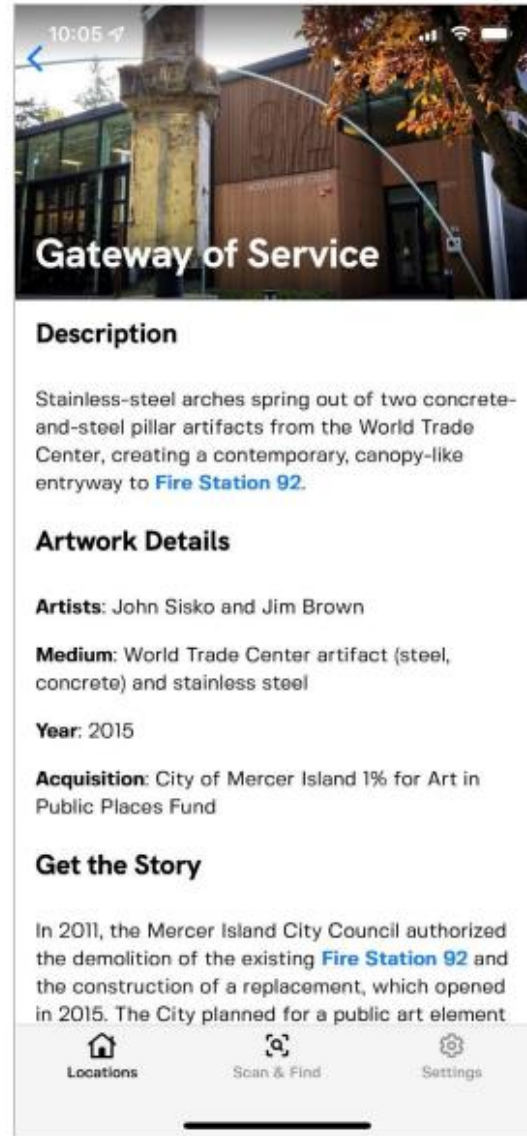
Add QR code to existing sign



Future phases to cover:

- 1. Natural history of park and lake
- 2. Pre-colonial history & First Peoples' experience
- 3. Park development history and modernist landscape architecture

Mercer Island's STQRY Platform



Screenshot examples of a Mercer Island art feature on the STQRY platform

Mercer Island's Interpretive Signage QR Code

example of Mercer Island's existing interpretive signs for public art. Try the QR code!

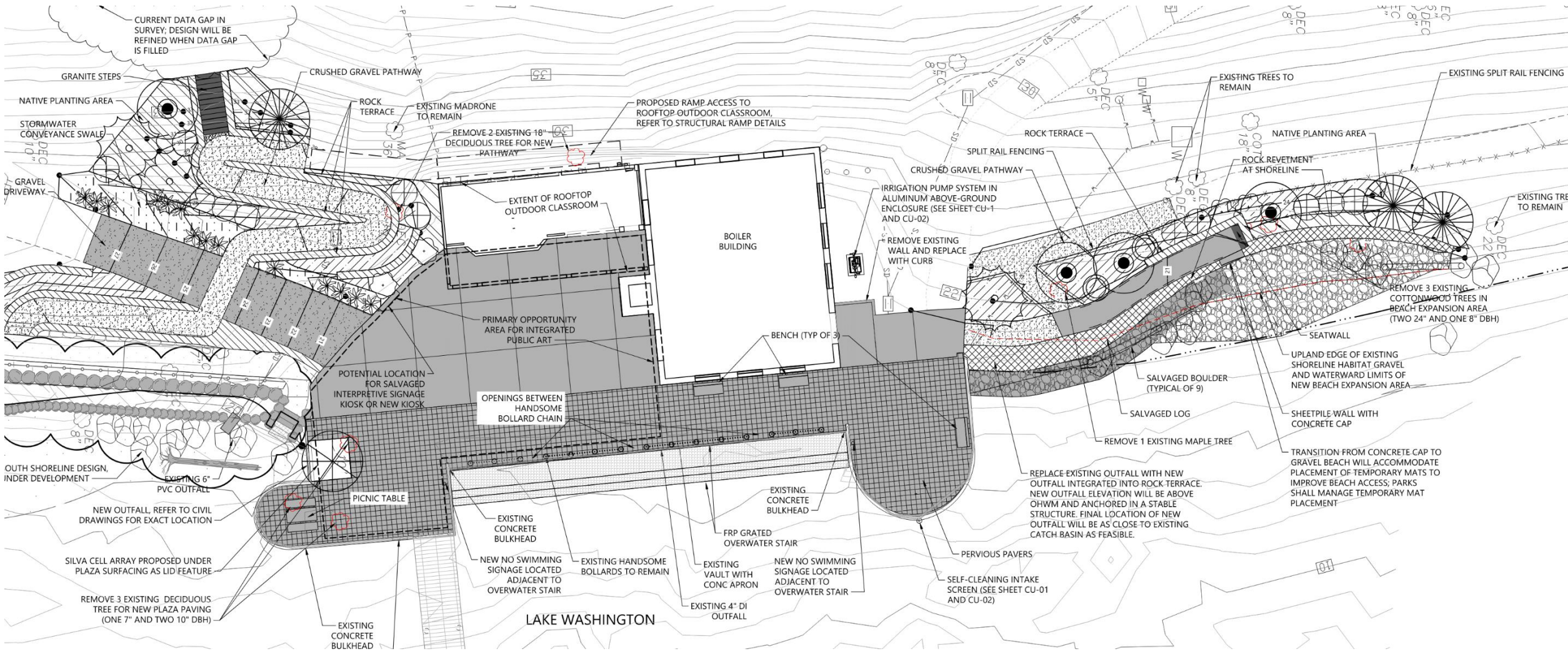
STAN
GEORGIA GERBER
2013

This artwork is part of the City of Mercer Island's permanent art collection. It was donated to the collection by Brandy & Pete Nordstrom.

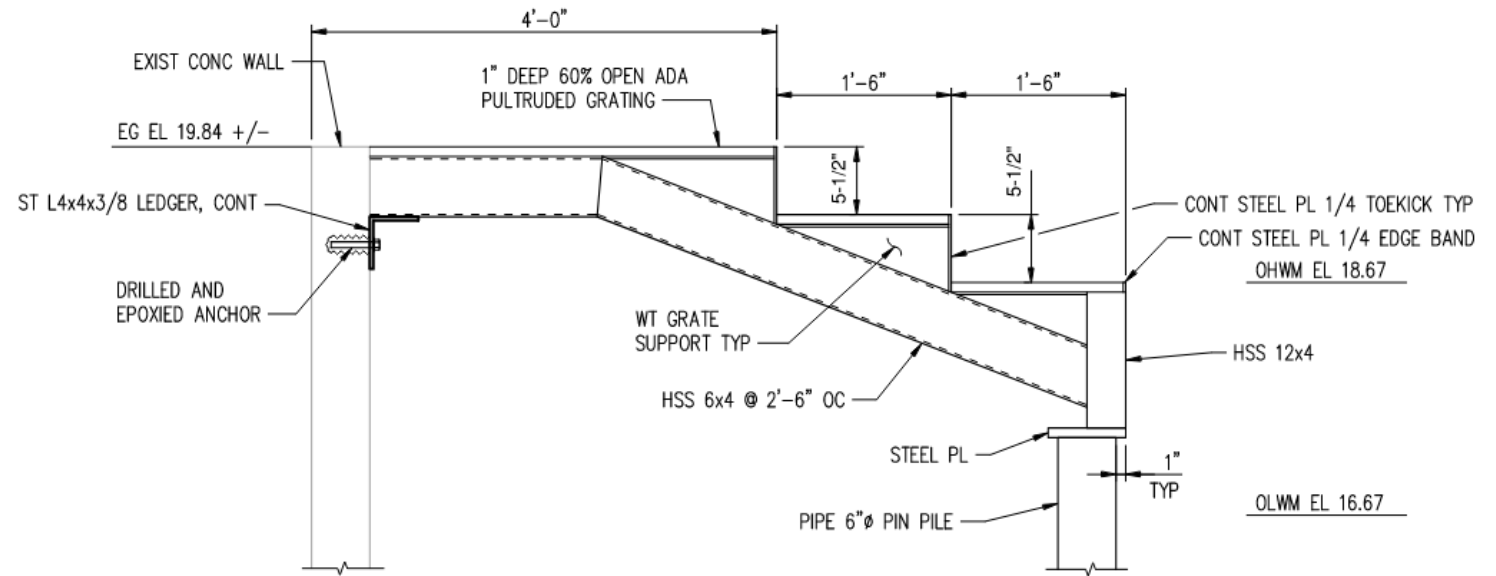


60% Design Update and Opportunities

60% Design Updates

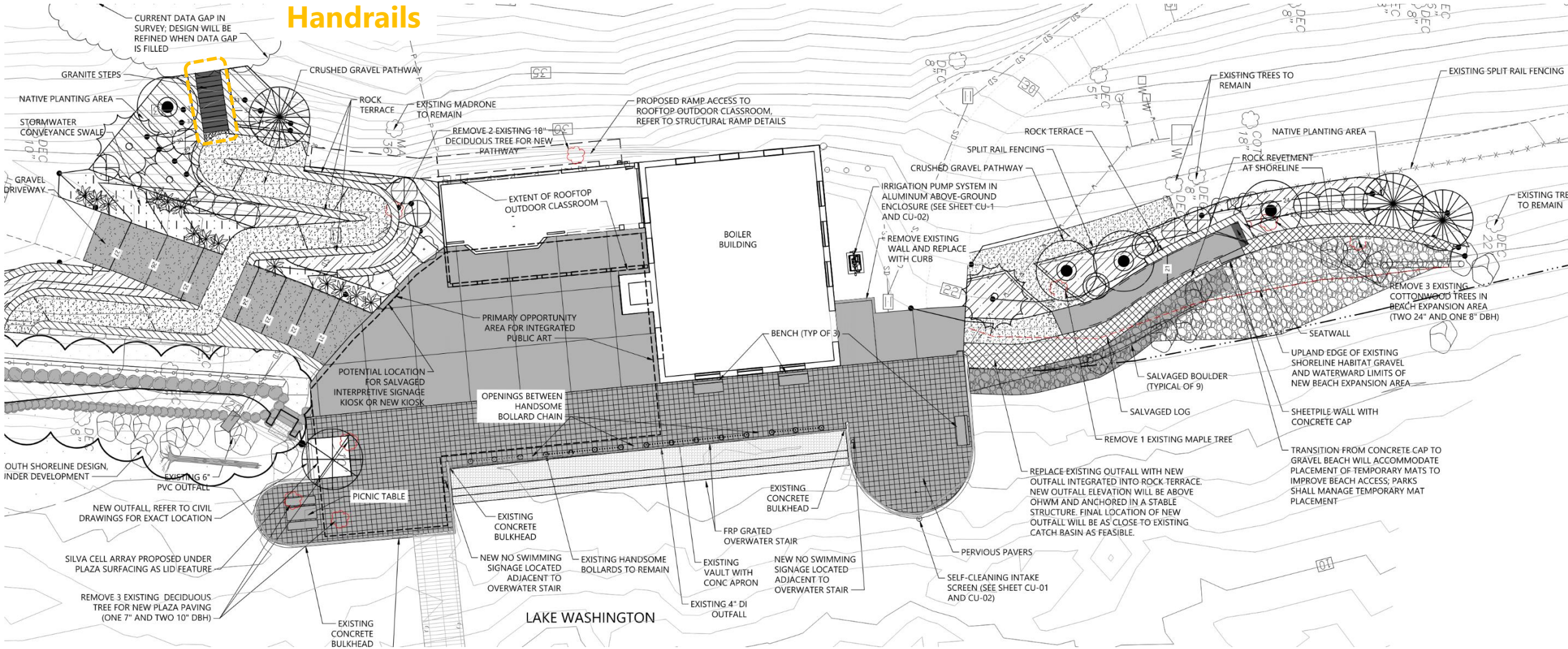


Overwater Stair Feature



60% Design – Integrated Art Opportunities

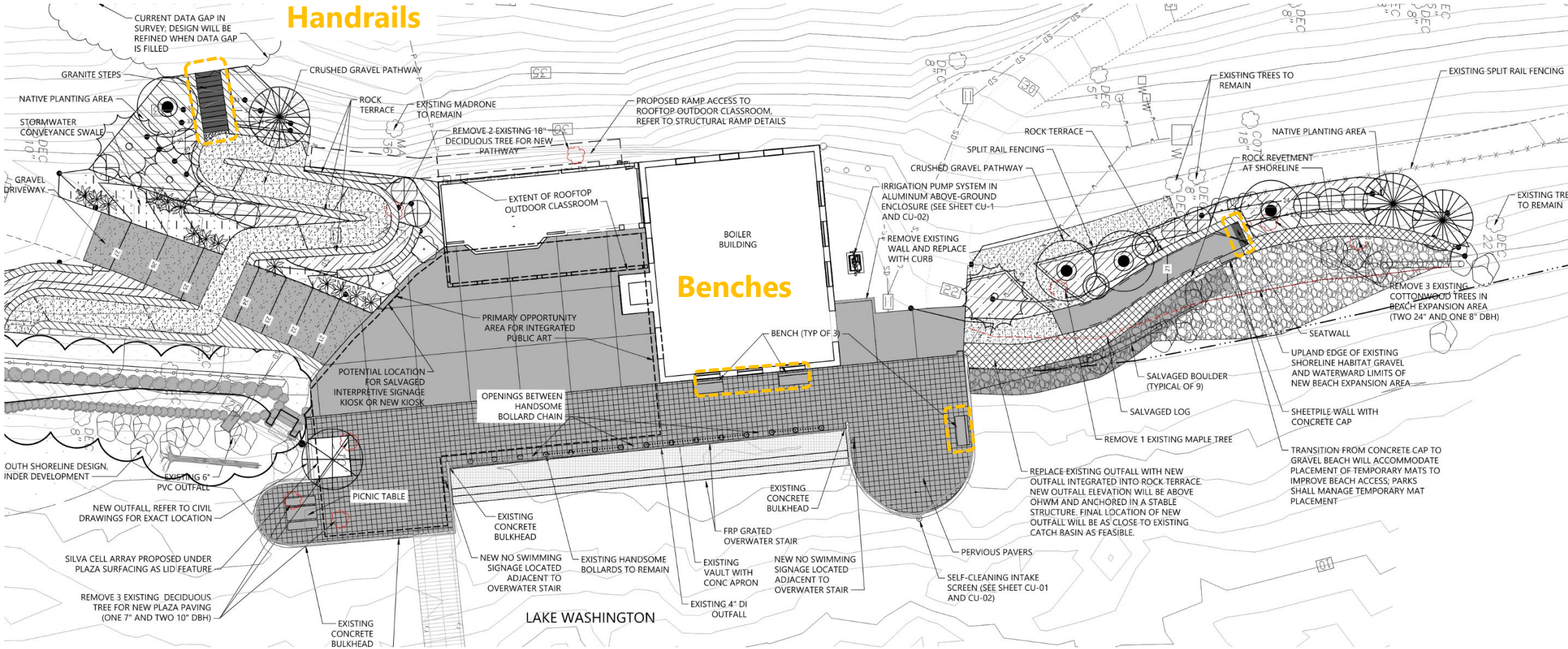
Handrails



60% Design – Integrated Art Opportunities

Handrails

Benches

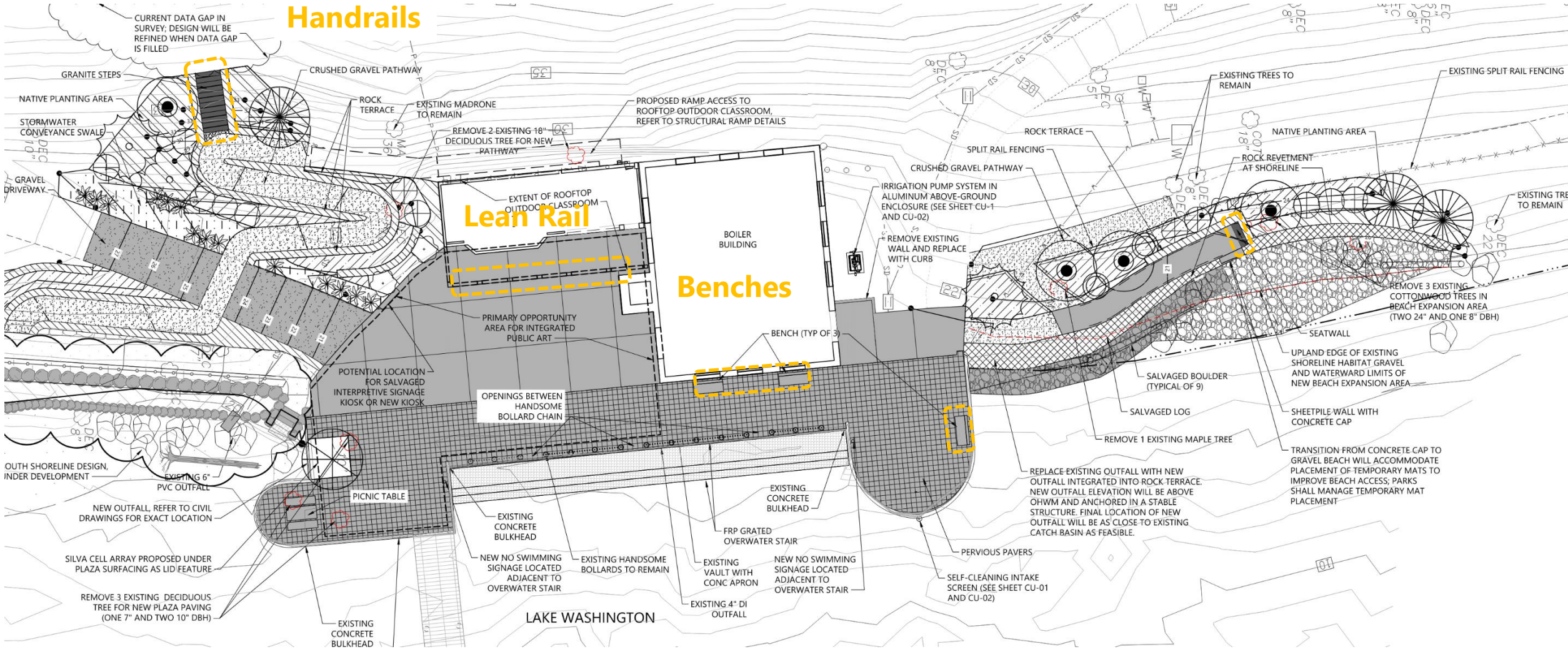


60% Design – Integrated Art Opportunities

Handrails

Lean Rail

Benches



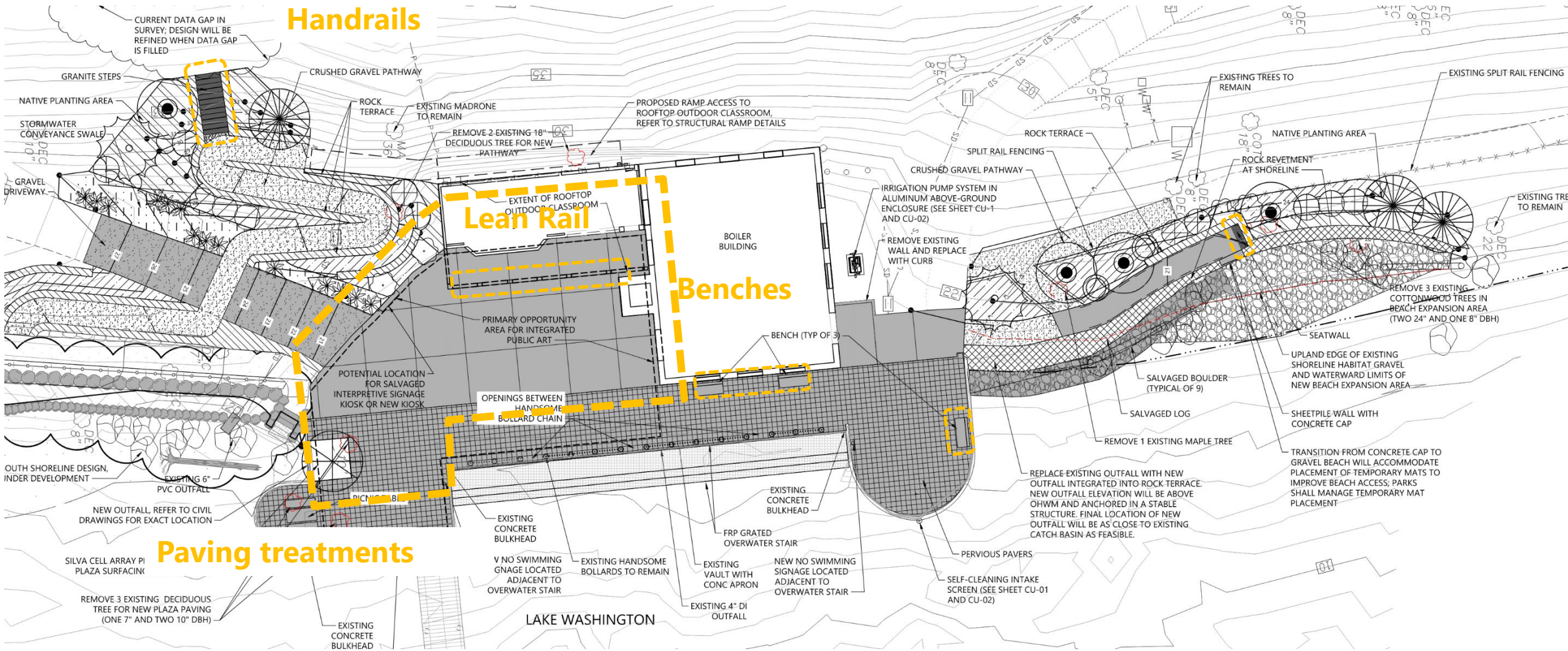
60% Design – Integrated Art Opportunities

Handrails

Lean Rail

Benches

Paving treatments



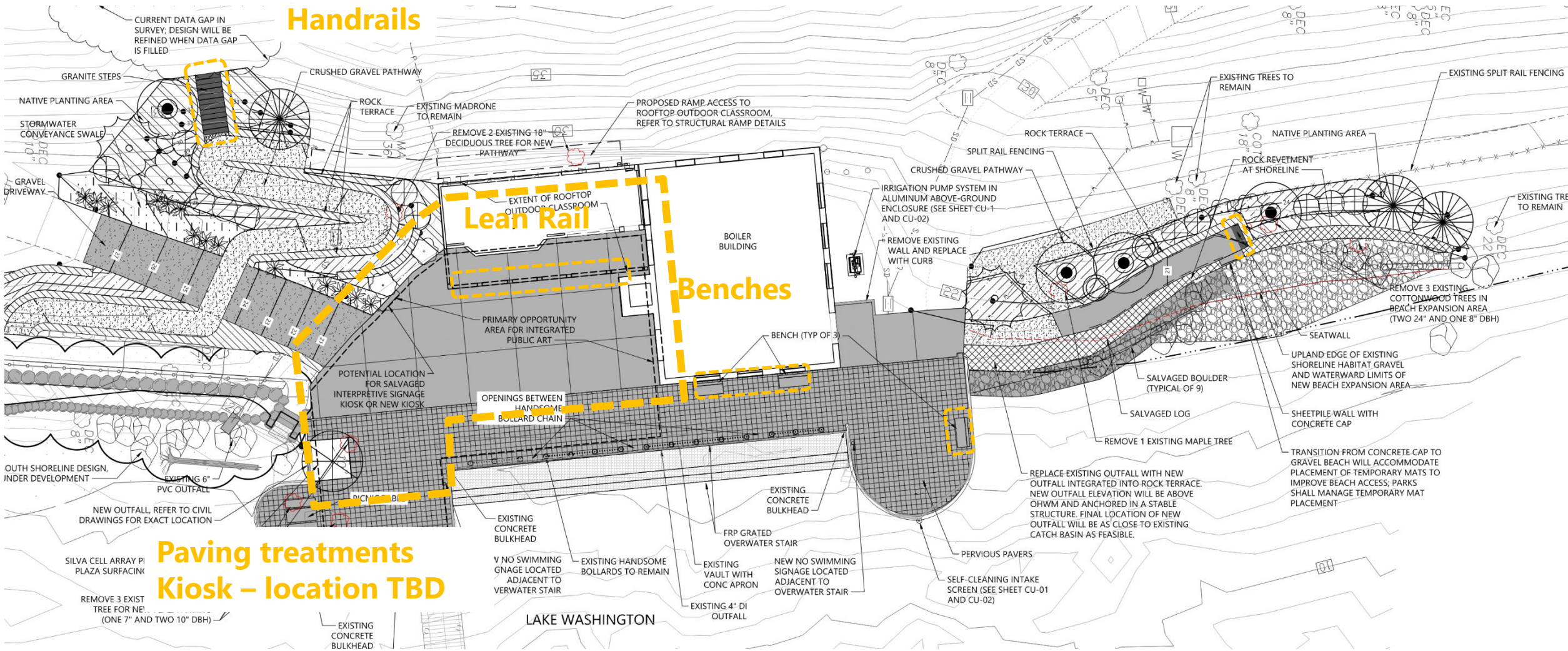
60% Design – Integrated Art Opportunities

Handrails

Lean Rail

Benches

Paving treatments Kiosk – location TBD



Thank you



AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF MERCER ISLAND, WASHINGTON
9611 SE 36th Street, Mercer Island, WA 98040

Title:

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) dated _____ is effective on the date the Agreement is fully executed by the Parties. The Parties to this Agreement are the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”) and _____, a _____, a _____ choose type of person or entity (“Consultant”).

I. SERVICES BY CONSULTANT

Consultant shall perform the services described in the scope of work attached hereto as Exhibit “A”, (“Services”), in a manner consistent with the accepted practices for other similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his/her designee.

II. PAYMENT

- A. City shall pay Consultant for the Services: (check one)
 - Hourly:** \$ _____ per hour, plus actual expenses, but not more than a total of \$ _____
 - Fixed Sum:** not to exceed \$ _____
 - Other:** _____.
- B. Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- C. All invoices shall be paid by mailing a City warrant within 45 days of receipt of a proper invoice.
- D. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.
- E. If the Services do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such Services until the work meets the requirements of the Agreement.

III. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Consultant shall comply with and perform the Services in compliance with all federal, state and local laws and ordinances, as now existing or hereafter adopted or amended.
- C. Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

IV. TERM AND TERMINATION OF AGREEMENT

- A. This Agreement shall commence on the effective date of this Agreement and shall remain in effect until completion of the Services and final payment, but in any event, no later than (“Term”).
- B. This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty days written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph II for any satisfactory work completed prior to the date of termination.

V. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

VI. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ of the City of Mercer Island, or his/her designee, shall be City’s representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

VII. HOLD HARMLESS

- A. Consultant shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and attorney fees), arising out of or in any way resulting from the acts, errors or omissions of Consultant, its officers, employees and agents in performing this Agreement. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence

of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated by the parties. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

The provisions of this Section shall survive the expiration or termination of this Agreement.

VIII. INSURANCE

- A. Consultant agrees to carry as a minimum, the following insurance, in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City:
- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
 - (2) Commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - (3) Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (4) Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- B. The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:
- (1) The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - (2) The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements,

including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

C. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

D. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available in law or in equity.

IX. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Consultant shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

X. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Consultant's activities except as set forth in this Agreement.

XI. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an Independent Contractor and the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

XII. NON-APPLICATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts after the end of the current fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

XIII. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20_____.

CONSULTANT:

CITY:

CITY OF MERCER ISLAND

By: _____

By: _____

Name:
Title:

Jessi Bon, City Manager
9611 SE 36th Street
Mercer Island, WA 98040

Tax ID No. _____

Staff name Sarah Bluvas
Staff phone # 206.275.7864

Address:

Approved as to form:

Phone:

By: _____

Bio Park, City Attorney

Attachment 3

Indicate your evaluation of the artist's credentials based on information included in the artist's submittal.

1. The artist is generally recognized by critics and peers as a professional who routinely creates high-quality work. **YES** or **NO**

2. The artist provides evidence that they have contracted with public, private, and/or corporate entities to create public artwork. **YES** or **NO**

3. The artist demonstrates that prior commissioned work was completed on schedule and within budget. **YES** or **NO**

4. The artist demonstrates that they have produced artwork that is sensitive and responsive to a broad range of the public.

(Low =1, High =6)

1	2	3	4	5	6
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5. The submittal shows a sensitivity to the public benefit concept as described in the Program for Acquisition of Art in Public Places.

(Low =1, High =6)

1	2	3	4	5	6
---	---	---	---	---	---

6. The submittal demonstrates compatibility with the scale of the site and/or the scale of the artwork's intended use and does not interfere with traffic patterns.

(Low =1, High =6)

1	2	3	4	5	6
---	---	---	---	---	---

7. The submittal demonstrates understanding and mitigation of theft, vandalism, weather impacts, excessive maintenance costs, and/or other potential issues that may arise as a result installation.

(Low =1, High =6)

1	2	3	4	5	6
---	---	---	---	---	---

8. The artist demonstrates experience in (score higher) or knowledge of (score lower) the medium(s) chosen for their concept.

(Low =1, High =6)

1	2	3	4	5	6
---	---	---	---	---	---

9. The submittal, including written concepts, sketches, and past work examples, express a cohesive vision.

(Low =1, High =6)

1	2	3	4	5	6
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10. The submittal meets the requirements of the request for proposals (RFP).

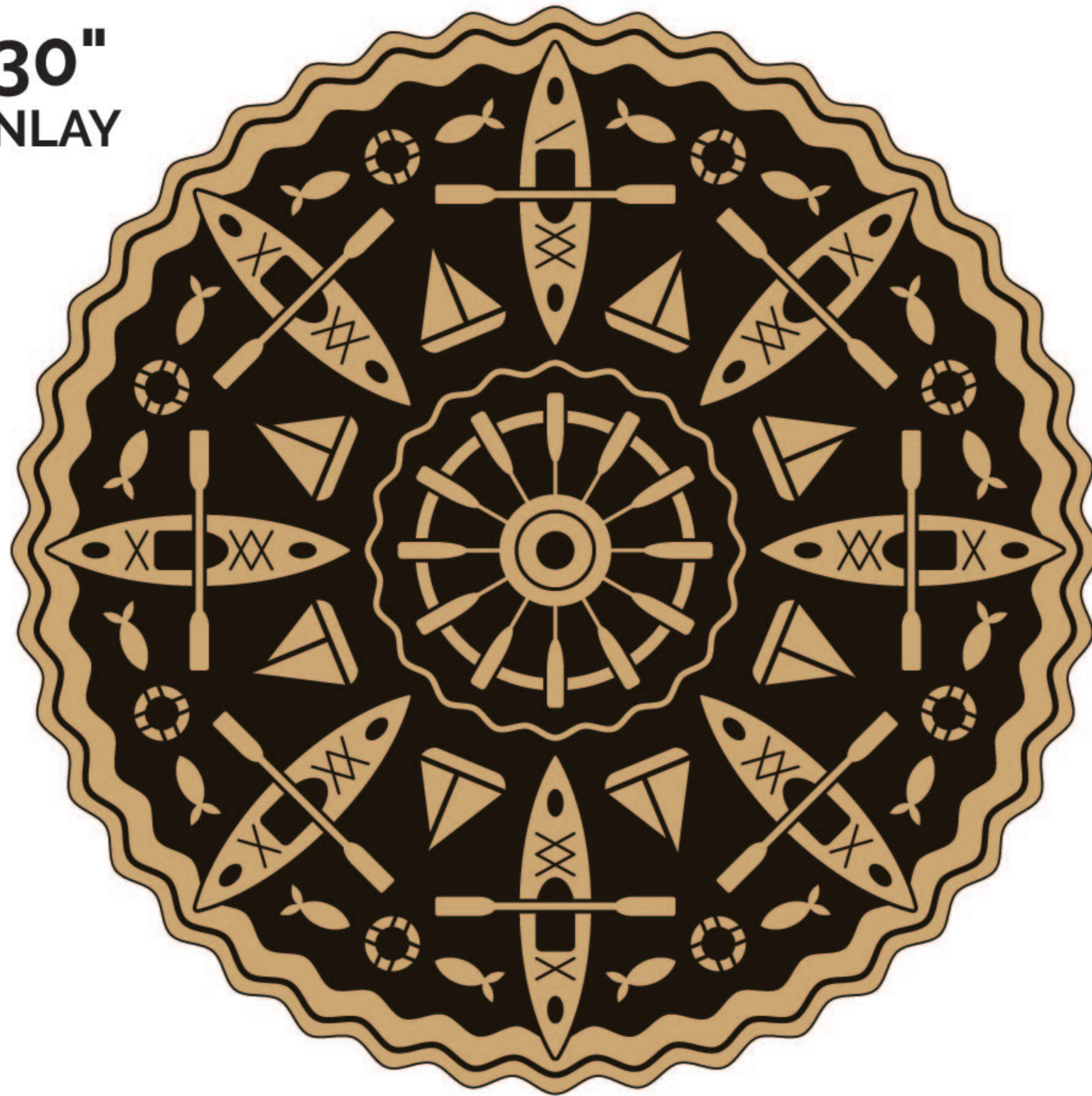
(Low =1, High =6)

1	2	3	4	5	6
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TOTAL:

BRONZE INTEGRATED ART CONCEPTS | PAVING INLAYS & WALL PLAQUES

30"
INLAY



24"
INLAY/
PLAQUE



12"
PLAQUE



18"
INLAY/
PLAQUE



ICONS:

Various site-specific, nautical and historical icons would be drawn and used to create the designs. The community would suggest what icons could be used.

WORDS:

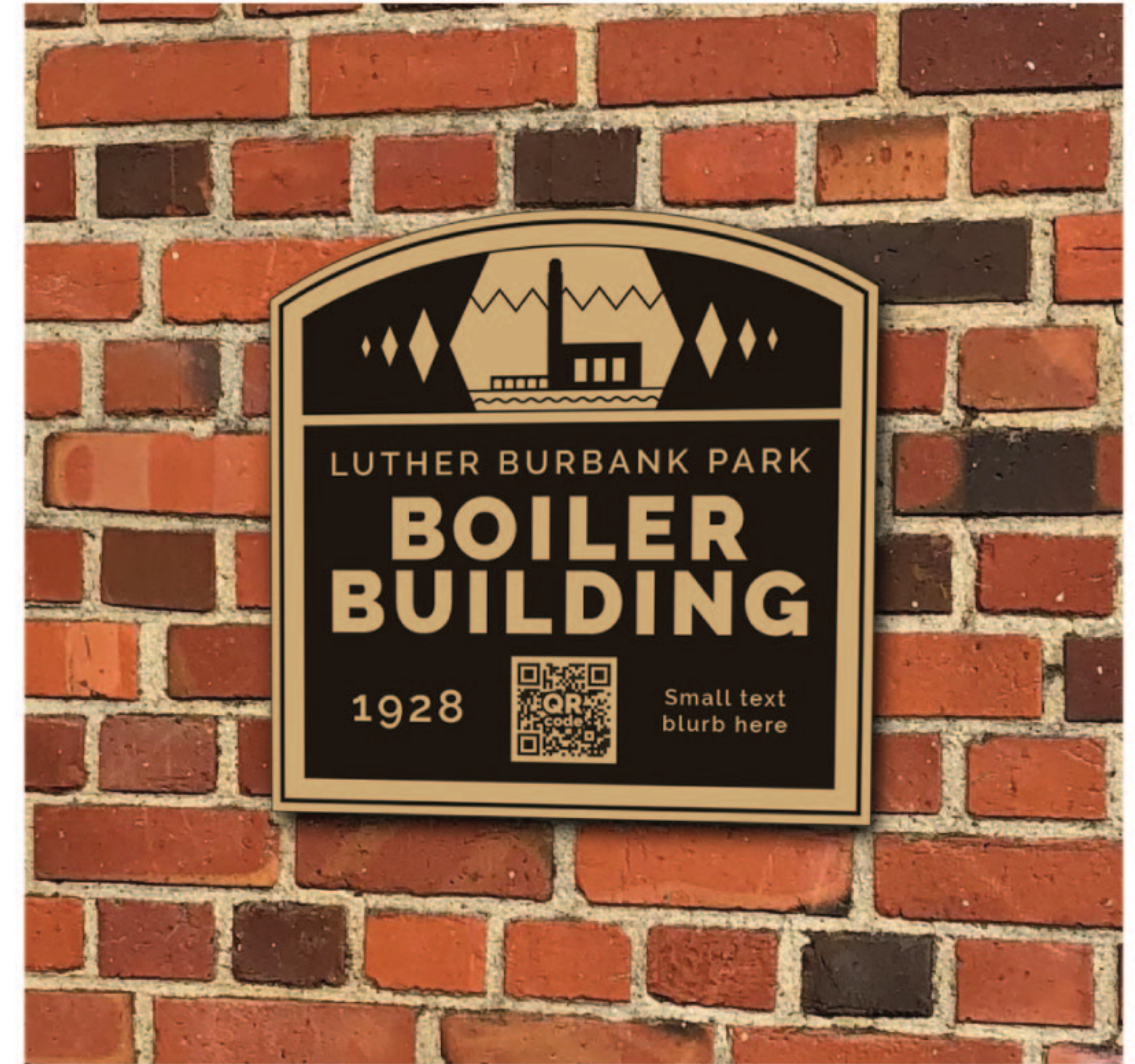
Nautical-related words, haiku or poems would be gathered from the community to be incorporated into some designs, and could appear in different languages.

**LUSHOOTSEED TEXT
TRANSLATION:**

*I am fishing for salmon.
I caught a salmon.
Yes, I am happy I get to go.*

BRONZE INTEGRATED ART CONCEPTS | QR CODE WALL PLAQUES

18"
PLAQUE CONCEPT



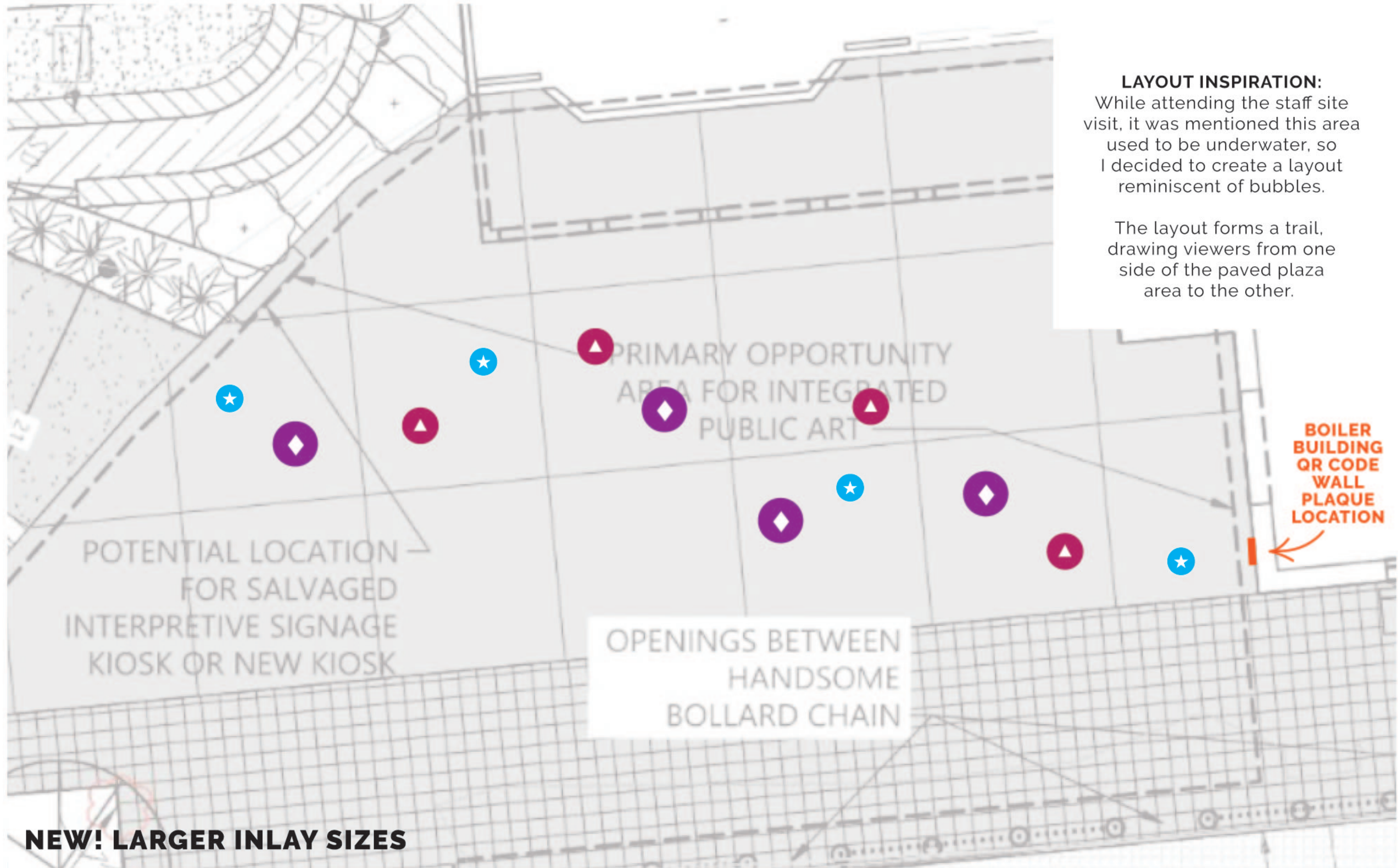
QR CODE WALL PLAQUES:

The four wall plaques (School Building, Boiler Building, Dairy Barn Ruins and the Remnant Fruit Trees) would be designed to match the style of the paving inlays.

QR codes would be incorporated into the designs.

The shape of the sign for the Boiler Building concept was inspired by the arches in front of the building's rest room area, and the diamonds were included to tie to the diamonds at the top of the chimney stack.

NEW PAVING INLAY QTYS./LAYOUT & QR CODE WALL PLAQUE LOCATION



LAYOUT INSPIRATION:
 While attending the staff site visit, it was mentioned this area used to be underwater, so I decided to create a layout reminiscent of bubbles.

The layout forms a trail, drawing viewers from one side of the paved plaza area to the other.

NEW! LARGER INLAY SIZES

12 total unique bronze inlays

- ★ = 18" (qty. 4)
- ▲ = 24" (qty. 4)
- ◆ = 30" (qty. 4)

BRONZE INLAYS IN PLAZA & QR CODE WALL PLAQUE - MOCKUPS



SOUTH END OF PAVED PLAZA AREA

BOILER BUILDING QR CODE WALL PLAQUE LOCATION

NORTH END OF PAVED PLAZA AREA

MOCKUP VIEW FACING SOUTH:
This mockup shows the placement of the 12 inlays that connect the Boiler Building wall plaque area to the gravel trail and (potential) kiosk area.

MOCKUP VIEW FACING NORTH:
This mockup shows how the bronze inlays and wall plaques would look when installed.

LUTHER BURBANK PARK
BOILER BUILDING
 1928  Small text blurb here

EXAMPLES OF COMMUNITY ENGAGEMENT OPPORTUNITIES

PUBLIC OUTREACH MEETINGS:

This concept is based on educating the community about the project and then setting up opportunities for everyone to give input as to what they feel is most important to incorporate into the designs for the inlays and plaques.

GIVEAWAYS:

The designs could be used on giveaway items to celebrate the project's completion.



The community could be asked to submit haiku or short poems related to the project's themes.



COLORING PAGES:
Some of the designs could be turned into downloadable coloring pages.

This photo was taken at a community drawing session I hosted for one of my projects: the *Sunset Fence Project*.

4.40.200 1% for art in public places fund.

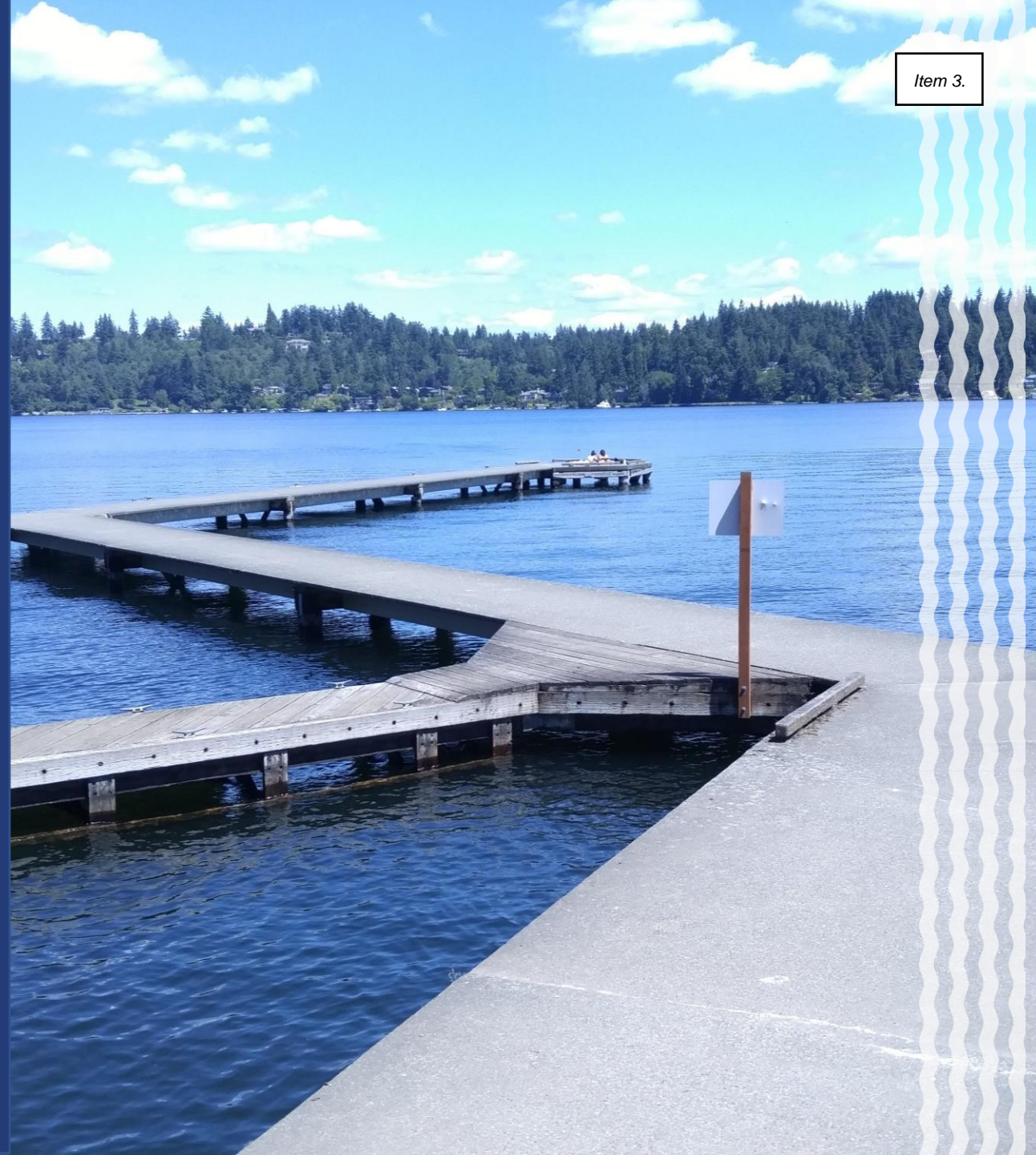
- A. There is established in the city treasury a special fund to be known and designated as the "1% for art in public places fund" for the purpose of providing funds for 1%-for-the-arts projects.
- B. As used in connection with the 1% for art in public places funds and 1%-for-the-arts projects, the following terms have the meanings set forth below:
1. *Acquisition of real property* means the purchase of parcels of land or existing buildings and structures, including associated costs such as appraisals or negotiations.
 2. *Art in public places* means any expression by an artist of visual works of art available to the public in an open city-owned facility in areas designated as public areas, or on non-city-owned property if the work of art is installed or financed, either in whole or in part, by the city.
 3. *Arts council* means the Mercer Island arts council.
 4. *Demolition costs* means the cost of removing buildings or other structures from the property.
 5. *Equipment* means equipment or furnishings that are portable.
 6. *Qualifying capital improvement project* means projects funded wholly or in part by the city to construct or remodel any public project including buildings, decorative or commemorative structures, parks or any portion thereof; and projects involving the construction, renovation or repair of public streets, sidewalks, and parking facilities.
- C. All authorizations and/or appropriations for qualifying capital improvement projects shall include an amount of not less than one percent of the total project cost to be set aside for transfer to the 1% for art in public places fund.
- D. For qualifying capital improvement projects, the minimum amount to be appropriated for art in public places shall be as follows:
1. When the total estimated cost of a project exceeds \$100,000.00 the amount shall be based on the total amount of the awarded contract as originally approved by the city council or as subsequently amended multiplied by one percent.
 2. When the estimated cost of the project is \$100,000.00 or less the amount shall be based on the estimated cost of the project multiplied by one percent.
- Provided, however, that any city-funded amount for the acquisition of real property or equipment or for demolition shall be excluded for the purposes of this calculation.
- E. In the case of a city project which involves the use of general obligation bond proceeds, funds appropriated shall be used for projects and for capital purposes consistent with the authorizing resolution or ordinance approved by the city council and the voters.
- F. The appropriations from qualifying capital improvement projects shall be pooled into the 1% for art in public places fund. The city council, upon advice and recommendation from the arts council, shall approve, from time to time, the amount to be authorized for 1%-for-the-arts projects. These funds shall be used for:
1. Selection, acquisition and installation or display of original works of visual art which may be an integral part of the project, or be placed in, on or about the project or in another public facility; and
 2. Repairs and maintenance of public art acquired with 1%-for-the-arts funds; and
 3. Other project-specific expenses of selection and acquisition; provided, that no part of the funds shall be used to pay administrative staffing expenses of the program.

-
- G. Any unexpended 1%-for-the-arts funds which remain in the 1% for art in public places fund at the end of any budget year shall not be transferred to the general fund or otherwise lapse, but said unexpended funds shall be carried forward from year to year until expended for the purposes set forth in this section, unless otherwise directed by the city council.
- H. Annually, the arts council shall make recommendations to the city council that will reflect short and long range planning for art works and sites regarding the appropriation of 1%-for-the-arts funds. The recommendations will relate to but will not be limited by the following:
1. Art projects will be responsive to the developing public art needs of the community;
 2. Art projects will reflect the scope, scale and character of the site; and
 3. Art projects will be part of new parks and building developments. The arts council shall carry out all necessary tasks and procedures consistent with established arts policies for the selection, placement and conservation of art works.
- I. All works of art purchased and commissioned from the 1% for art in public places fund shall be the property of the city and shall become part of the city art collection. The city art collection shall be developed, administered and operated by the Mercer Island Arts Council.

(Ord. 13C-10 § 1; Ord. A-108 § 1, 1993. Formerly 4.40.970—4.40.977)

Art in Public Places: Luther Burbank Park Waterfront Improvements

61 Arts Council | April 19, 2023



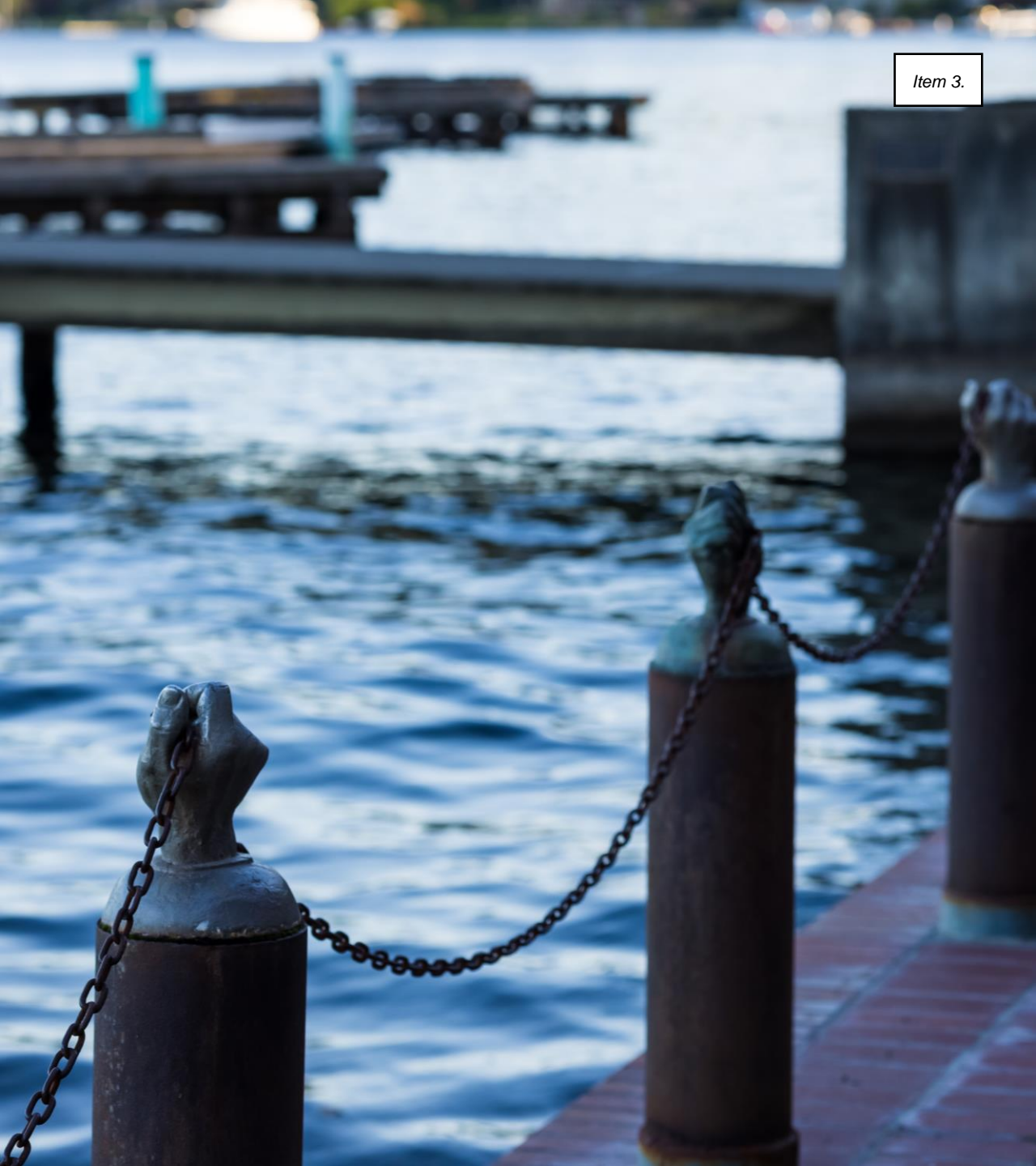
Luther Burbank Park Waterfront Improvements (LBWI)

- Began project design in 2020
- 90% design begins May 2023
- Comprehensive project includes:
 - New accessible floating docks for non-motorized & small power boats; renovated fixed pier dock for large power boats
 - Other accessible features, including expanded cobble beach with ramp and beach mats; new overwater stairs and viewing deck; and renovated ADA-accessible restrooms New plaza paving including permeable pavers and a Silva Cell biofiltration array
 - New furnishings, landscaping, informational/interpretive signage, and integrated art elements



Art in Public Places (AIPP) Program

- City’s program to acquire and care for public art assets.
- Projects are funded by the 1% for Art in Public Places Fund (1%).
- 1% of total project costs of qualifying capital improvement projects transferred to 1%.
- Arts Council recommends projects to City Council for approval.
- LBWI project will contribute estimated \$60k-\$70k to 1%.



LBWI AIPP Project Timeline

- **September 14, 2021:** Arts Council provided input for locations and preferred themes for integrating public art into LBWI design.
- **September 14, 2022:** Arts Council received update on the LBWI design process and reestablished the Public Art Committee to steward the artist selection process; Daniel Becker & Suzanne Skone were appointed to the committee.
- **January 18, 2023:** Arts Council endorsed Request for Proposals (RFP) and Artist Selection Panel (ASP) for selection process.
- **January 19-March 7, 2023:** RFP open for submittals.
- **March 8-April 3, 2023:** ASP reviewed all submittals, identified two finalists to present, and selected Marsha Rollinger for recommendation to the Arts Council.

30"
INLAY



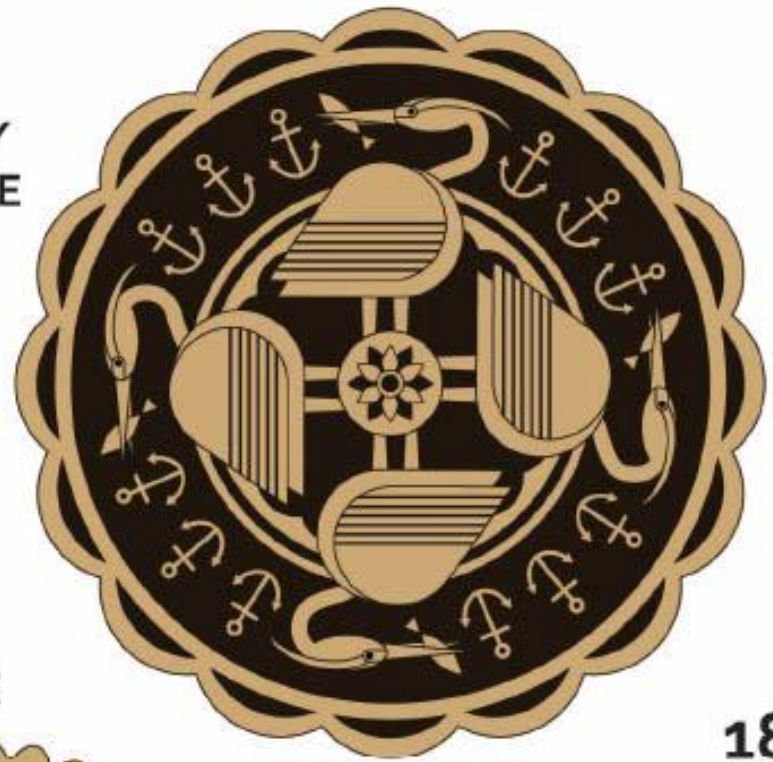
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24"
INLAY/
PLAQUE



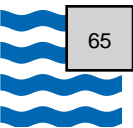
12"
PLAQUE



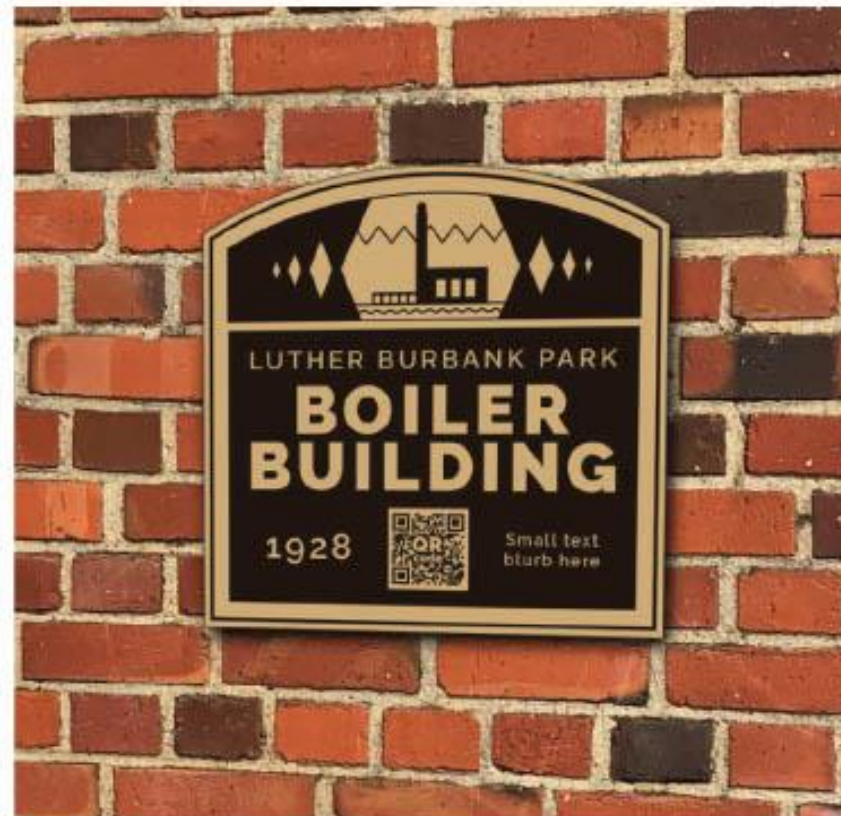
18"
INLAY/
PLAQUE



**LUSHOOTSEED TEXT
TRANSLATION:**
I am fishing for salmon.
I caught a salmon.
Yes, I am happy I get to go.



18"
PLAQUE CONCEPT



Item 3.

QR CODE WALL PLAQUES:

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QR codes would be incorporated into the designs.

The shape of the sign for the Boiler Building concept was inspired by the arches in front of the building's rest room area, and the diamonds were included to tie to the diamonds at the top of the chimney stack.



LAYOUT INSPIRATION:
 While attending the staff site visit, it was mentioned this area used to be underwater, so I decided to create a layout reminiscent of bubbles.

The layout forms a trail, drawing viewers from one side of the paved plaza area to the other.

NEW! LARGER INLAY SIZES

12 total unique bronze inlays

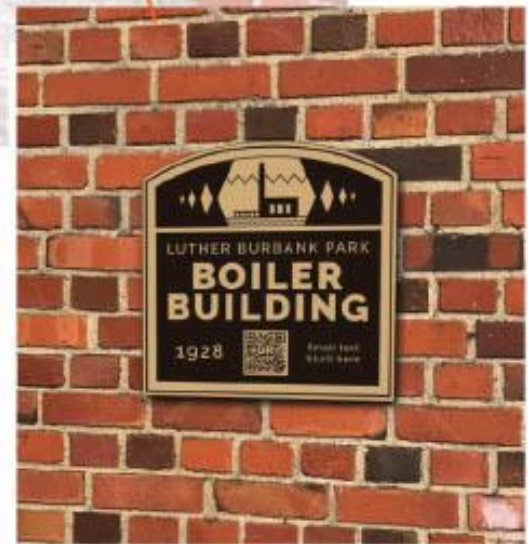
- ★ = 18" (qty. 4)
- ▲ = 24" (qty. 4)
- ◆ = 30" (qty. 4)





MOCKUP VIEW FACING SOUTH:
This mockup shows the placement of the 12 inlays that connect the Boiler Building wall plaque area to the gravel trail and (potential) kiosk area.

MOCKUP VIEW FACING NORTH:
This mockup shows how the bronze inlays and wall plaques would look when installed.



PUBLIC OUTREACH MEETINGS:

This concept is based on educating the community about the project and then setting up opportunities for everyone to give input as to what they feel is most important to incorporate into the designs for the inlays and plaques.

GIVEAWAYS:

The designs could be used on giveaway items to celebrate the project's completion.



The community could be asked to submit haiku or short poems related to the project's themes.



COLORING PAGES:
Some of the designs could be turned into downloadable coloring pages.

This photo was taken at a community drawing session I hosted for one of my projects: the Sunset Fence Project.



Discussion

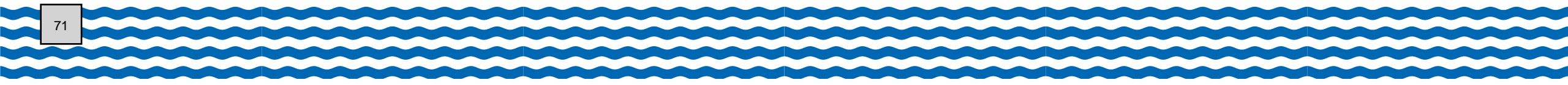


Recommended Action + Next Steps

Recommend that City Council:

- Award the Luther Burbank Waterfront Improvements Art in Public Places project to Marsha Rollinger; and
- Appropriate \$50,000 from the 1% for Art in Public Places Fund to develop the project in consultation with Anchor QEA.

If approved by the Arts Council, the recommendation will be transmitted to City Council on May 16, 2023.





ARTS COUNCIL STAFF REPORT

Item (4)
April 19, 2023
Regular Business

AGENDA ITEM INFORMATION

TITLE:	2023-2024 City Arts and Culture Workplan Update: Q1 2023	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive staff report	

STAFF:	Katie Herzog
COUNCIL LIAISON:	Ted Weinberg
EXHIBITS:	

SUMMARY

BACKGROUND

The 2023-2024 City Arts and Culture Priorities were endorsed by the Arts Council at the [October 19, 2022](#), meeting. At the [January 18, 2023](#) Arts Council meeting, staff presented objectives to meet the priorities based on upcoming projects, available resources, city-wide goals, and balancing the changing needs of the community. These objectives assist in prioritizing staff’s work related to arts and culture initiatives and are woven into the Parks and Recreation Department workplan.

PROGRESS ON ARTS AND CULTURE WORKPLAN ITEMS

The 2023-2024 priorities and objectives are listed below. Staff has provided narrative on work through the first quarter (Q1) of 2023, and estimated percentage of completion for the biennium, as well highlighting relevant next steps.

Priority 1: Strengthen community awareness of and support for Mercer Island’s arts and culture ecosystem.

1.1 Develop and facilitate communication tools to easily share arts and culture events with the Mercer Island community. (10% Complete)

Staff have evaluated current practices and reviewed how arts and culture event information is currently shared on Mercer Island. This work has been combined with a review of overall Recreation Division communication efforts.

During Q1 of 2023, the Recreation Division began initial implementation of a new software tool through CivicOptimize to create and manage form submittals. The tool is currently being utilized for a sample of Community Center services. Staff are currently exploring how this tool may integrate with other City systems and the possibilities for expansion of usage. The desired outcome is to integrate arts and culture event form submittals with calendar functions to publicly solicit and display

information. It is anticipated that this new process for public submittals will be operational in Q2-Q3 of 2024.

Next steps:

- Engage the City's Communications Manager and evaluate CivicOptimize integration for calendar functions, and access by third parties for submitting data.
- If integration is possible, establish approval criteria for arts and culture event submissions, including engaging the Arts Council to develop the criteria and have the City Attorney's Office perform a legal review.
- Develop processes for the public submitting and publishing event entries.
- Evaluate and establish resource needs, including identifying a Recreation Division staff lead for implementation and management.
- Determine feasibility for public implementation and request additional resources if required.

1.2 Create presence and exposure at events for the Arts Council to engage with the community. (15% Complete)

The Arts Council Events Committee met on February 2, 2023, to discuss opportunities for the Arts Council to engage the community through events. The Committee determined that Mostly Music in the Park would provide the best opportunity for members to attend and engage the community.

Next steps:

- Educate Arts Council members about Open Public Meeting Act (OPMA) requirements.
- Establish resource and equipment needs for Arts Council attendance at Mostly Music in the Park.
- Enhance and promote opportunities for Arts Council Members to attend other community events for engagement opportunities.
- Engage the Arts Council Events Committee to establish what, if any, additional level of active participation is desired, evaluate required resources.

1.3 Maintain long-term perspectives on sustainability for arts and culture events and programming. (10% Complete- Ongoing)

Staff has developed the following guidelines for arts and culture event and program vendors and partners for immediate implementation:

- Use of commercially compostable food packaging, such as trays, plates, bowls, utensils, straws, and napkins will be required.
- Beverages must be provided in marked compostable cups, unless sold in recyclable aluminum cans, glass, or plastic bottles will be required.
- Compost and recycling bins will be provided throughout all our events. The Mercer Island Community and Event Center (MICEC) will add additional compost bins and related signage.

Next steps:

- Align arts and culture event and programming guidelines with sustainability work plan items identified in the City's 2023-2024 biennial budget for Public Works and in alignment with the City's Climate Action Plan.
- Develop and update materials to communicate new requirements.
- Evaluate opportunities through facility capital projects to enhance sustainability efforts.

Priority 2: Invite new dialogues and partnerships to support emerging arts and culture themes in the community.

2.1 Engage in partnerships to expand activities for people of all ages within existing community arts and culture events.

(25% Completed / Ongoing)

To date, staff have engaged and cultivated the following partnerships to enhance arts and culture work in 2023-2024:

- **MIVAL:** Fine art sales at City events; free arts and crafts at Mostly Music in the Park (MMIP); *Island Lanterns* community art project; local art exhibits at the Mercer Island Gallery at MICEC and the Municipal Court
- **Mercer Island Chamber of Commerce:** Art Uncorked
- **Mercer Island Community Fund:** Funding partner for various arts and culture events
- **Seattle Shakespeare Company:** New summer camp offerings
- **4Culture:** Funding partner for MMIP, Shakespeare in the Park, and other projects/events
- **ArtsWA:** Funding partner for *Island Lanterns* community art project
- **National Endowment for the Arts:** Funding partner for *Island Lanterns* community art project

Next Steps:

- Further identify service area gaps.
- Communicate and solicit future partnership opportunities.

2.2 Work with event partners to engage in environmentally friendly efforts.

(Ongoing)

Staff have been communicating with event partners and vendors alike. With a focus on environmentally friendly efforts, staff will seek to improve events accordingly.

In 2023, Leap for Green, the City's Earth Day and sustainability fair, returns for the first time since 2018 and includes art, live entertainment, and environmental & sustainability focused vendors. The event has been coordinated in partnership with many businesses and community organizations.

Next steps:

- Continued engagement with the City's Sustainability Manager on current practices and opportunities.
- Develop a post-event evaluation process seeking partner input for continuous improvement.
- Engage partners for promotion and support on environmentally friendly efforts.

2.3 Foster communication between arts and culture providers to enrich the community.

(Ongoing)

The Recreation Division took immediate steps to reorganize the division staffing model in Q1 of 2023- further committing to a flexible and adaptive strategy. The Division can now more effectively identify opportunities for collaboration between organizations. This will be evident through work at Summer Celebration! between the City and numerous providers and supporters.

Next steps:

- Identify and develop information-sharing tools and processes.
- Establish ongoing community communication opportunities.
- Promote Arts Council meetings as a forum for community input on arts and culture collaboration on Mercer Island.
- Facilitate opportunities for the Arts Council to further engage with the arts and culture community.
- Identify an Arts Council member to attend Eastside Culture Coalition meetings.
- Identify a staff member and Arts Council member to attend 4Culture LAA network meetings.

2.4 Welcome arts and culture work that promotes sustainability, equity, diversity, and inclusion. (Ongoing)

Staff have cultivated partnerships with community organizations, such as the Mercer Island School District (various clubs), OneMI, Stroum Jewish Community Center, and Friendship Circle, to enhance and expand program offerings.

In 2022, staff revised policies to reduce barriers for organizations to host public events in partnership with the City or as 3rd party providers. These updated policies are being implemented in 2023.

Next steps:

- Seek input from partners, vendors, and users to inform future changes and enhancements to ease of access.
- Provide ongoing review of current policies to enhance access to City facilities for arts and culture programming, events, and partnerships.
- Develop and promote partnership opportunities that focus on sustainability, equity, diversity, and inclusion.

Priority 3: Complete two major City arts and culture policy projects:

Update the Comprehensive Arts & Culture Plan (appendix to the Citywide Comprehensive Plan)

Staff are engaged with the Community Planning and Development Department and are currently in the process of identifying next steps on the feasibility of updating the Comprehensive Arts and Culture Plan during the 2023-2024 biennium.

Develop a Six-Year Spending Plan for the 1% for the Art in Public Places Fund

Staff educated the Arts Council on the 1% for Art in Public Places Fund, including how it is funded and how dollars may be used. Staff anticipate returning to the Arts Council in October 2023 to kick off the work to develop a six-year spending plan. Work with the Public Art Committee may begin prior to October 2023, pending staff and committee capacity.

Priority 4: Deliver high-quality arts and culture programming to the Mercer Island community.

4.1 Work with partners to bring ongoing, diverse programming to the community, including a wide range of cultural and artistic themes.

(25% -Ongoing)

To date, staff have coordinated or are coordinating the following 2023 programs and events in collaboration with community partners:

- **MIVAL:** Fine art sales at City events; free arts and crafts at MMIP; *Island Lanterns* community art project; local art exhibits at the Mercer Island Gallery at MICEC and the Municipal Court; artist selection panel for Luther Burbank Park Waterfront Improvements Art in Public Places (LBWI AIPP) project
- **Nancy Stewart:** Family Sing-Alongs and other programs
- **Mercer Island Chamber of Commerce:** Art Uncorked
- **Local businesses:** Live entertainment at Town Center events
- **Youth Theatre Northwest:** Summer camp offerings
- **Mercer Island Historical Society:** Coordination for heritage and cultural components / funding for LBWI capital project
- **Mercer Island Sister City Association:** Lectures and French films
- **Music Together:** Family music classes (New program and partnership in 2023)
- **Seattle Shakespeare Company:** Shakespeare in the Park / Wooden O; summer camp offerings
- **Movie Star and Cartooniversity:** Summer camp offerings
- **OSHER Lifelong Learning Institute:** Senior lectures
- **4Culture:** Funding partner for MMIP, Shakespeare in the Park, and other projects/events
- **ArtsWA:** Funding partner for *Island Lanterns* community art project
- **National Endowment for the Arts:** Funding partner for *Island Lanterns* community art project

Next steps:

- Staff will continue to seek partners and solicit opportunities to bring new programming to the Mercer Island community for participants of all ages.

2023-2024 Work Plan Next Steps:

Staff anticipates continuing progress on work plan items as identified and will provide the next update Work Plan update at the October 2023 Arts Council Meeting.

RECOMMENDED ACTION

No Action Required

Arts Council

2023 Planning Schedule

Quarterly Meetings: 1/18; 4/19; 7/19 10/18

Updated: 3.14.23



Meeting Date	Meeting Type	Agenda Item
18-Jan	Regular	2023/2024 City Arts & Culture Workplan Update
		2023 Events and Opportunities for AC Engagement
		Luther Burbank Docks Update
19-Apr	Regular	Approve LBWI AIPP Artist/Artist Team Recommendation
		Quarterly Workplan Update
19-Jul	Regular	Potential Public Art/Project Donation
		Bylaws Review
		Workplan Items
Oct. 18	Regular	Quarterly Workplan Update
		2024 Planning Schedule