



Design Review Subcommittee (DRSC)

Meeting Date: February 23, 2022

STAFF: Samantha Wylie, Beaches, Parks and Recreation Director

SUBJECT: Mural on Public Property, End of Pier Concession Building.

A request to install two murals on the north and south sides of the concession building located at the end of the San Clemente Municipal Pier proposed by PierPride Foundation.

BACKGROUND:

In 2017, the City Council approved the Artwork on Public Property procedure. This policy allows for individuals or organizations to apply to create and establish artwork on public property by going through a formal review process, ending with City Council approval and acceptance. The mural request consists of two painted wall murals on the north and south walls of the end of pier concession building.

See Exhibit 1 for an image of existing site conditions.

Exhibit 1. Proposed mural locations



The artwork has been designed by James Parkhurst. Two murals are proposed, one on each side.

Mural 1 - on the south side, proposes a depiction of a duo in a dory punching up through the surf at the Ocean Festival.

Mural 2 - on the north side, proposes a "Snack Shack & Tackle Box" mural intended to characterize the building by providing an identity to the space. The design hopes to draw visitors to the end of the pier to enjoy food and beverages at this City concession space. The artwork depicted is intended as a conceptual design

The stated goal and significance of the artwork is: The murals are a part of the PierPride Art On The Pier program will add public artwork to the pier for community enjoyment.

Exhibit 2. Proposed Mural Artwork

Mural 1 - south side:



Mural 2 - north side:



Why is DRSC Review Required?

As per the City Council approved policy and procedure on artwork on/within public facilities, Design Review Subcommittee (DRSC) review is required to ensure the project is consistent with City policies and guidelines. Public facilities are often highly visible and accessed by large populations of the community and the addition of artwork could impact the overall experience at a facility. The DRSC's comments will be forwarded to the Beaches, Parks and Recreation Commission and then to the City Council, which is decision authority for these types of projects.

ANALYSIS:

PierPride Foundation has submitted an application for public art, Attachment 2, to the Beaches, Parks and Recreation Department. A public notice was posted on January 11, 2022 on the proposed mural locations. No comments or feedback have been received from the public regarding the proposal. The Department sees no issues with the proposed project and supports the applicant's request.

Although the City does not have adopted design guidelines when it comes to public art, City art projects typically reflect the character of San Clemente, enhance the Spanish

Village by the Sea character, and are consistent with the design of the surrounding community. This design is consistent with these measures.

General Plan Consistency

The project is consistent with related General Plan policies as shown in Table 1 below.

Table 1 – General Plan Policies

Policy	Project Consistency
<p><u>UD-1.02</u> Design of Public Plazas and Spaces. <i>“We require public plazas and spaces to be designed for safety, comfort, convenience and universal accessibility. They should be well-defined by surrounding buildings, located near the public street for good visibility and convenience and incorporate amenities such as seating, distinctive focal points, <u>public art</u>, shade trees and/or eating and entertainment facilities.”</i></p>	<p>Consistent. The project proposes a painted mural in a public space, adding public art consistent with the policy.</p>

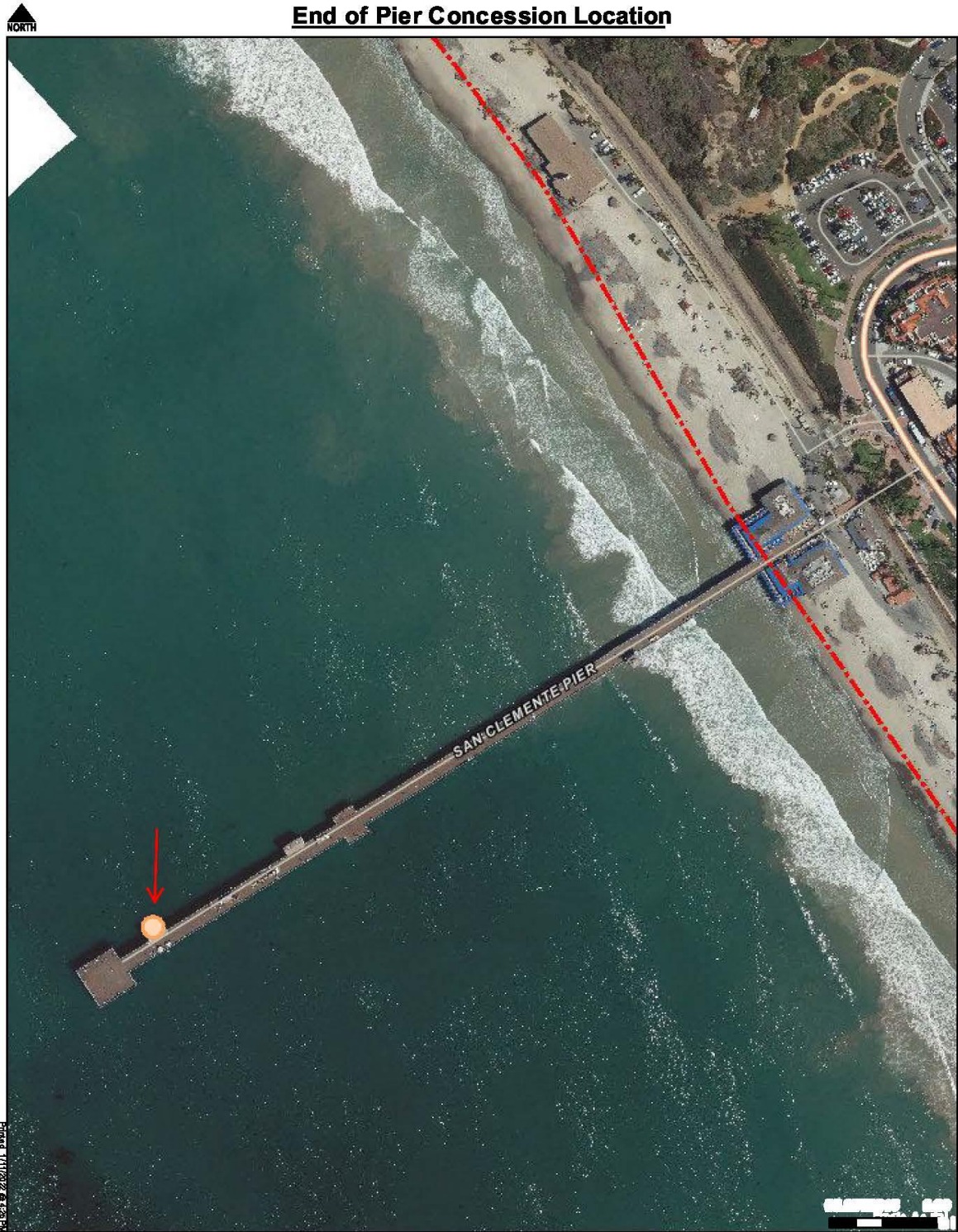
RECOMMENDATIONS:

Staff seeks DRSC’s feedback and comments on the proposed artwork. If no further DRSC review is necessary, this item will be forwarded to the Beaches, Parks and Recreation Commission.

ATTACHMENTS:

1. Location Map
2. Artist Application

End of Pier Concession Location



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Artist Application
"ART ON THE PIER"

ARTIST INFORMATION	
Last Name PARKHURST	First Name JAMES
Website URL WWW.PARKHURSTARTWORKS.COM / PARKHURSTART.COM	Phone # _____
E-Mail _____	
ARTWORK DESCRIPTION	
Title of Submission (1) "DORY RACE"	
Design Description and Requested Location DEPICTION OF A DUO IN A DORY PUNCHING UP THROUGH THE SURF AT THE OCEAN FESTIVAL. LOCATION REQUESTED: NORTH SIDE	
Title of Submission (2)	
Design Description and Requested Location	
Title of Submission (3)	
Design Description and Requested Location	
GETTING TO KNOW THE ARTIST	
Artists approach to the project – vision and intent I HAD A NUMBER OF IDEAS MOCKED UP, BUT I THINK THIS ONE WORKS BEST DUE TO HAVING TO BE PAINTED DIRECTLY ON THE UNEVEN WOOD SIDING. THE VISION IS TO CONVEY THE THRILL & EXCITEMENT OF THE PIER'S MOST FAMOUS VENUE.	
Artist's philosophy on public art; why is public art important to you? THE OCEAN FESTIVAL I THINK PUBLIC ART CONVEYS A PARTICULAR CULTURAL SIGNIFICANCE IT CAN BEAUTIFY AND ENHANCE PUBLIC SPACES AS WELL AS SOCIAL CONVERSATION. WITHOUT PUBLIC ART PUBLIC SPACES, I.E. CITIES ARE JUST BLAND STERILE CULTURAL CULTURAL WASTELANDS.	
How does the artistic rendering(s) represent the San Clemente Pier? SEE ABOVE	

*Attached additional pages if proposing submittals for multiple locations.

Artist Agreement "Art On The Pier"

This agreement is made and entered into between (1) the City of San Clemente (hereinafter "City") and (2) JAMES PARKHURST selected to participate in the Art On The Pier Art Program (hereinafter "Artist").

ARTWORK REQUIRING PAINT

1. Artist will use paint type and paint products recommended by the City which are the following:
 - a. PAINT TYPE: premium high solids 100% acrylic latex waterborne exterior wall and trim paint; low-sheen, eggshell or satin finish; minimum 1.5 mil dry thickness per coat.
 - b. PAINT PRODUCTS (in recommended order):
 - Nova Color (available wholesale at www.novacolorpaint.com)
 - Sherwin Williams: Accolade Exterior Acrylic Latex, Satin
 - Pratt and Lambert: Accolade Exterior Acrylic Latex, Eggshell
 - Benjamin Moore: Aura Exterior Acrylic Latex #634 Low Lustre
 - Frazee #126 Mirro Glide Low Sheen Acrylic Latex
 - Kelly Moore #1245 Acry-Shield Acrylic Latex Low Sheen
2. Artist will purchase the needed paint and supplies, including paintbrushes, paint rollers, rolling pans, drop cloth, masking tape, latex gloves, and cups for blending/mixing paint. Artist must provide his/her own additional supplies if needed.
3. The City will have the mural location prepped and primed prior to painting. The City will also apply a protective coating once the artwork has been completed.

FREESTANDING ART PIECES, STATUES, OR SCULPTURES

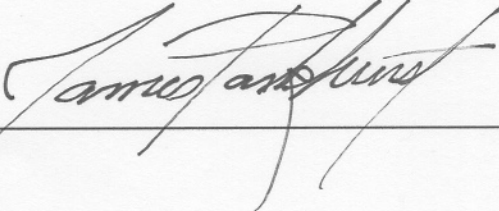
4. Freestanding art pieces shall be reviewed and approved by the Building and Safety department to ensure they are installed and secured consistent with health and safety requirements.

ALL ART PIECES

5. All artwork installation and painting of murals is anticipated to be completed between April and May 2022 and will be limited to one week. However, the exact date depends on when the City completes the renovation project. The Artists will be required to install artworks on a specified day and time during the one week installation period for an Artist "meet and greet." The artist must stay within the designated work area at all times.
6. Art pieces must be completed and installed as approved.

7. The artist shall schedule and attend a Public Works inspection at least 48 hours prior to commencing work. Please contact Randy Little, Maintenance Manager at (949) 361-8317. During this inspection public works staff will identify electronics, equipment, and other facilities on the exterior of the cabinet which shall not be painted, this may include but not be limited to:
 - official plaques, stickers, or identification numbers
 - keyholes or keyhole covers so they cannot be opened
 - windows, vents, or viewing ports
8. If any component of the City's property is damaged as a result of the artists work, the artist shall arrange for a licensed contractor to repair the damage at the artist's sole expense.
9. The artist shall provide for City maintenance, operations, and emergency access to the structure if needed at all times.
10. Artist recognition via signature on the art piece may be no larger than 3"x 5".
11. The completed artwork will be the property of the City, which retains the right to remove, modify, or replace the artwork if necessary, without compensation to Artist.
12. The City may use images of the artwork for promotional purposes.
13. Artwork may not contain advertising, religious art, sexual content, negative imagery, convey political partisanship or include any hidden, subliminal or camouflaged messages or statements of any kind or nature.
14. Artwork may not include any breach of intellectual property, trademarks, brands, images of illegal activity or involve the attachment of any object(s) to the box.
15. The artist has the first option to repair artwork if damaged. The City may repair, remove, or modify damaged artwork if Artist is unavailable.
16. PierPride Foundation will pay an honorarium to the Artist within 30 days upon completion of the art instillation. It is the artist's responsibility to contact PierPride at the time of completion.
17. Artist shall defend, indemnify, protect and hold harmless the City, or their elected and appointed officers, employees, members or agents from and against all claims for damages, liability, cost and expense (including without limitation attorneys fees) arising out of or alleged by third parties to be the result of the negligent acts, errors or omissions or the willful misconduct of the Artist, and Artist's employees, subcontractors or other persons, agencies or firms for whom Artist is legally responsible in connection with the execution of the work covered by this Agreement. Artist shall have no duty to indemnify or hold harmless the City if claims, damages, liability, costs and expenses (including without limitations, attorneys fees) arise from the sole negligence or sole willful misconduct of the City subsequent declaration by the Artist. Artist's obligations shall survive the termination of this Agreement.

18. To protect the City, Artist shall execute a Consent Form before participating in the "Art On The Pier" project.
19. Artist is not and any of the Artist's agents, employees or representatives are, for all purposes under this agreement, an independent contractor and shall not be deemed to be an employee of the City, and none of them shall be entitle to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
20. The City may terminate this Agreement at any time and for any reason. Details subject to change per Council direction or that of the Pier Pride Foundation.



Artist Signature

6/30/21

Date