



CITY OF MOUNTAIN VIEW

VISUAL ARTS COMMITTEE

AGENDA

REGULAR MEETING – WEDNESDAY, MARCH 9, 2022
VIDEO CONFERENCE WITH NO PHYSICAL MEETING LOCATION
6:00 P.M.

During this declared state of emergency, the meeting will be conducted in accordance with California Government Code § 54953(e) as authorized by resolution of the City Council. Please contact city.clerk@mountainview.gov to obtain a copy of the applicable resolution. All members of the Visual Arts Committee will participate in the meeting by video conference, with no physical meeting location.

Members of the public wishing to comment on an item on the agenda may do so in the following ways:

1. Email comments to sabina.mora@mountainview.gov by 5:00 p.m. on the meeting date. Emails will be forwarded to the Visual Arts Committee. Please identify the Agenda Item number in the subject line of your email. All emails received will be entered into the record for the meeting.
2. Provide oral public comments during the meeting:

Online: You may join the Zoom Webinar using this link: <https://mountainview.gov/meeting> and entering Webinar ID: 897 6328 0136. You may be asked to enter an email address and a name. Your email address will not be disclosed to the public.

When the Chair announces the item on which you wish to speak, click the “raise hand” feature in Zoom. Speakers will be notified of their turn shortly before they are called on to speak.

By phone: Dial 669-900-9128 or 877-853 5257 (toll free) and enter the Webinar ID: 897 6328 0136. When the Chair announces the item on which you wish to speak, dial *9. Phone participants will be called on by the last two digits of their phone number.

When called to speak, please limit your comments to the time allotted (up to three minutes, at the discretion of the Chair).

1. **CALL TO ORDER**

2. **ROLL CALL**—Committee members Don Whitebread, Cliff Bryant, Susi Merhar, Regina Sakols, Tootoo Thomson, Vice Chair Toni Hsu, and Chair Jesse Cupp.

3. **MINUTES APPROVAL**

Minutes for the February 9, 2022 meeting have been delivered to Committee members and copies posted on the City Hall bulletin board. If there are no corrections or additions, a motion is in order to approve these minutes.

4. **ORAL COMMUNICATIONS FROM THE PUBLIC**

This portion of the meeting is reserved for persons wishing to address the Committee on any matter not on the agenda. Speakers are limited to three minutes. State law prohibits the Committee from acting on nonagenda items.

5. **UPCOMING AGENDA TOPICS**

This portion of the agenda is reserved for identification of agenda items for future meetings.

6. **UNFINISHED BUSINESS**

6.1 **CIP PUBLIC ART PROJECT UPDATES**

Staff will provide updates on Pyramid Park (CIP Project 17-34), Mora Park (CIP Project 17-46), Rengstorff Park Aquatics Center (CIP Project 18-38), and Fayette Park (CIP Project 20-48).

6.2 **RENGSTORFF PARK MAINTENANCE AND TENNIS BUILDINGS – CIP PROJECT 21-48, ART PROPOSAL SELECTION**

The Committee will discuss art proposals for recommendation to the City Council.

6.3 **PUBLIC ART STRATEGY**

The Committee will discuss mission and vision statements for the Public Art Strategy.

7. **NEW BUSINESS** – None.

8. **COMMITTEE/STAFF COMMENTS, QUESTIONS, COMMITTEE REPORTS**

No action will be taken on any questions raised by the Committee at this time.

9. **ADJOURNMENT**

SM/4/CDD

805-03-09-22A

AGENDAS FOR BOARDS, COMMISSIONS, AND COMMITTEES

- The specific location of each meeting is noted on the notice and agenda for each meeting which is posted at least 72 hours in advance of the meeting. Special meetings may be called as necessary by the Committee Chair and noticed at least 24 hours in advance of the meeting.
- Questions and comments regarding the agenda may be directed to the Community Development Department at 650-903-6535.
- **SPECIAL NOTICE – Reference: Americans with Disabilities Act, 1990**
Anyone who is planning to attend a meeting who is visually or hearing-impaired or has any disability that needs special assistance should call the Community Development Department at 650-903-6306 48 hours in advance of the meeting to arrange for assistance. Upon request by a person with a disability, agendas and writings distributed during the meeting that are public records will be made available in the appropriate alternative format.
- The Board, Commission, or Committee may take action on any matter noticed herein in any manner deemed appropriate by the Board, Commission, or Committee. Their consideration of the matters noticed herein is not limited by the recommendations indicated herein.
- **SPECIAL NOTICE –** Any writings or documents provided to a majority of the Visual Arts Committee regarding any item on this agenda will be made available for public inspection in the Community Development Department, located at 500 Castro Street, during normal business hours and at the meeting location noted on the agenda during the meeting.

ADDRESSING THE BOARD, COMMISSION, OR COMMITTEE

- Interested persons are entitled to speak on any item on the agenda and should make their interest known to the Chair.
- Anyone wishing to address the Board, Commission, or Committee on a nonagenda item may do so during the “Oral Communications” part of the agenda. Speakers are allowed to speak one time on any number of topics for up to three minutes.



MINUTES

REGULAR MEETING - WEDNESDAY, FEBRUARY 9, 2022
VIDEO CONFERENCE WITH NO PHYSICAL MEETING LOCATION
6:00 P.M.

1. **CALL TO ORDER**

Vice Chair Don Whitebread called the meeting to order at 6:03 p.m.

2. **ROLL CALL**

Present: Committee members Susi Merhar, Cliff Bryant, Jesse Cupp, Regina Sakols, and Vice Chair Don Whitebread.

Absent: Tootoo Thomson (unexcused), Chair Toni Hsu (qualified excused).

Staff Present: John Lang, Economic Vitality Manager; Tiffany Chew, Business Development Specialist; Sabina Mora, Business Development Specialist; Rey S. Rodriguez, Senior Project Manager, and David Printy, Senior Project Manager.

3. **MINUTES APPROVAL**

The minutes of the December 8, 2021 meeting were distributed prior to the meeting and approved as presented.

Motion – M/S Whitebread/Sakols – Carried 5-0-2; Thomson and Hsu absent – Approve the December 8, 2021 meeting minutes as presented.

4. **ORAL COMMUNICATIONS FROM THE PUBLIC** – None.

5. **UPCOMING AGENDA TOPICS**

- Activate vacant storefronts with art
- Joint meeting with the Downtown Committee

6. UNFINISHED BUSINESS

6.1 MORA PARK – CIP PROJECT 17-46

Staff provided an update on the project. Project anticipated to be completed in late March 2022/ April 2022.

No action taken.

6.2 PYRAMID PARK – CIP PROJECT 17-34

Staff provided an update on the project. Project anticipated to be completed in May 2022.

No action taken.

6.3 RENGSTORFF AQUATICS CENTER – CIP PROJECT 18-38

Staff provided an update on the project. The City Council awarded the construction contract on February 8, 2022. Center to close in March/ April with an approximate 16-month construction schedule.

No action taken.

6.4 FAYETTE PARK – CIP PROJECT 20-48

Staff provided an update on the project. Finishing design bid for next month. Anticipate construction over the summer and park to be open by end of the calendar year.

No action taken.

6.5 RENGSTORFF PARK STRUCTURES – CIP PROJECT 21-48

Staff updated the Committee that 31 artist submittals were received and are deemed responsive. Staff provided an overview of the jurying and review process for artist selection and what to anticipate at the next VAC meeting.

No action taken.

7. NEW BUSINESS

7.1 PUBLIC ART STRATEGY REINTRODUCTION

Staff provided a brief historical overview of the work done related to the public art strategy development. Additional information was provided that outlined how the next several VAC meetings would be used to inform the development of the Public Art Strategy. The next VAC meeting will focus on developing a vision/mission statement for the Public Art Strategy.

The Committee inquired about establishing a subcommittee to focus effort on finalizing a Public Art Strategy.

7.2 ELECTION OF CHAIR AND VICE CHAIR

Motion – M/S Cupp/Sakols – Carried 5-0-2; Thomson and Hsu absent – Approve Jesse Cupp for Chair.

Motion – M/S Cupp/Whitebread – Carried 5-0-2; Thomson and Hsu absent – Approve Toni Hsu for Vice Chair.

8. COMMITTEE/STAFF COMMENTS, QUESTIONS, COMMITTEE REPORTS

None.

9. ADJOURNMENT

The meeting was adjourned at 7:24 p.m.



DATE: March 9, 2022

TO: Visual Arts Committee

FROM: John Lang, Economic Vitality Manager

SUBJECT: **Rengstorff Park Maintenance and Tennis Buildings, Project 21-48—Art Proposal Selection**

PURPOSE

The purpose of this memorandum is to provide the Visual Arts Committee (VAC) information on the artist applications submitted for the Rengstorff Park Maintenance and Tennis Buildings Public Art Project. The VAC will select a finalist to develop three design options in collaboration with the Senior Advisory Committee (SAC) and the Youth Advisory Committee (YAC).

BACKGROUND

On June 9, 2021, City staff presented plans to the Parks and Recreation Commission for the construction of new restrooms at Rengstorff Park and a new pedestrian drop-off area near the future all-inclusive Magical Bridge Playground. The project includes demolition of the existing restroom/maintenance building and demolition of the existing tennis building and replacement of these buildings with two new, prefabricated buildings.

The location of the new Tennis/Restroom building will be at the existing location of the tennis building. The new Maintenance/Restroom building will be located adjacent to the parking lot in the Barbecue Area (See Figure 1—Project Site Map).

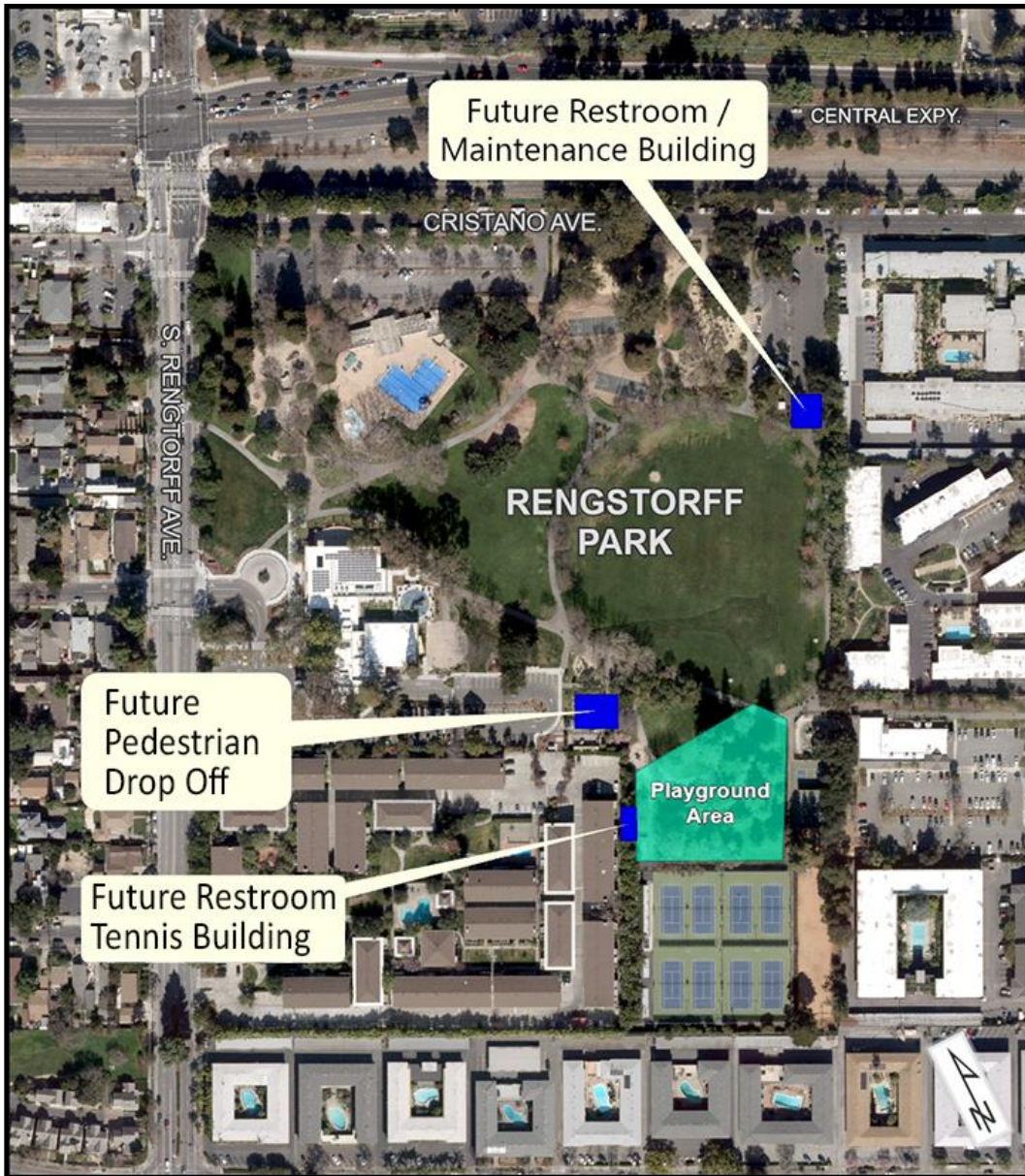


Figure 1—Project Site Map

Potential Art Location Descriptions and Dimensions

Staff and the VAC have identified three possible locations for public art.

Art Opportunity Area 1 (Figure 2): Exterior left-hand side wall, across from the tennis courts (tennis and restrooms building). Directly adjacent to the tennis courts on the left wall of the building. The prefabricated wall could accommodate a two-dimensional work of art of the following maximum dimensions: 10' wide by 4' tall.

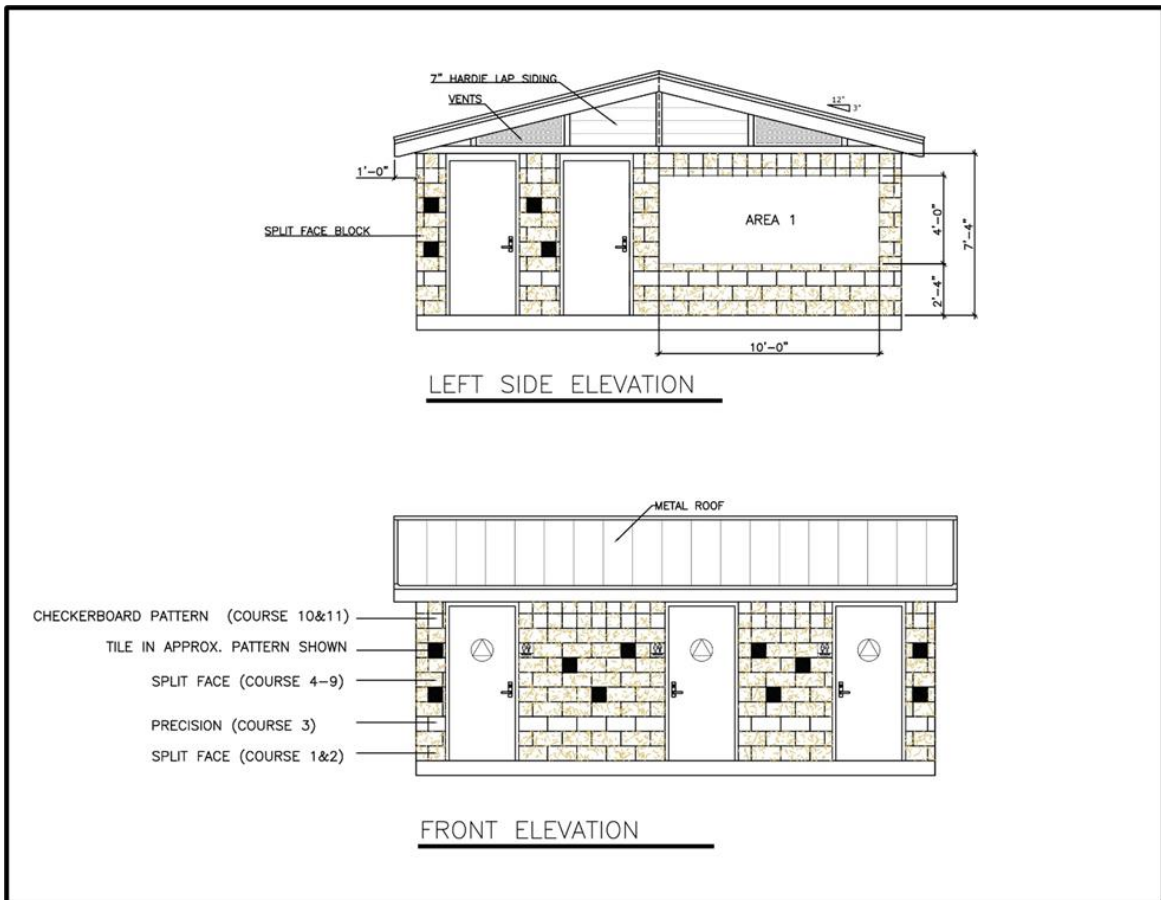


Figure 2: Tennis Building Left Side—Art Opportunity Area 1

Art Opportunity Area 2 (Figure 3): Exterior right-hand side wall, across from the tennis courts (tennis and restrooms building). Directly adjacent to the tennis courts on the right wall of the building. The prefabricated wall could accommodate a two-dimensional work of art of the following maximum dimensions: 12' wide by 4' tall.

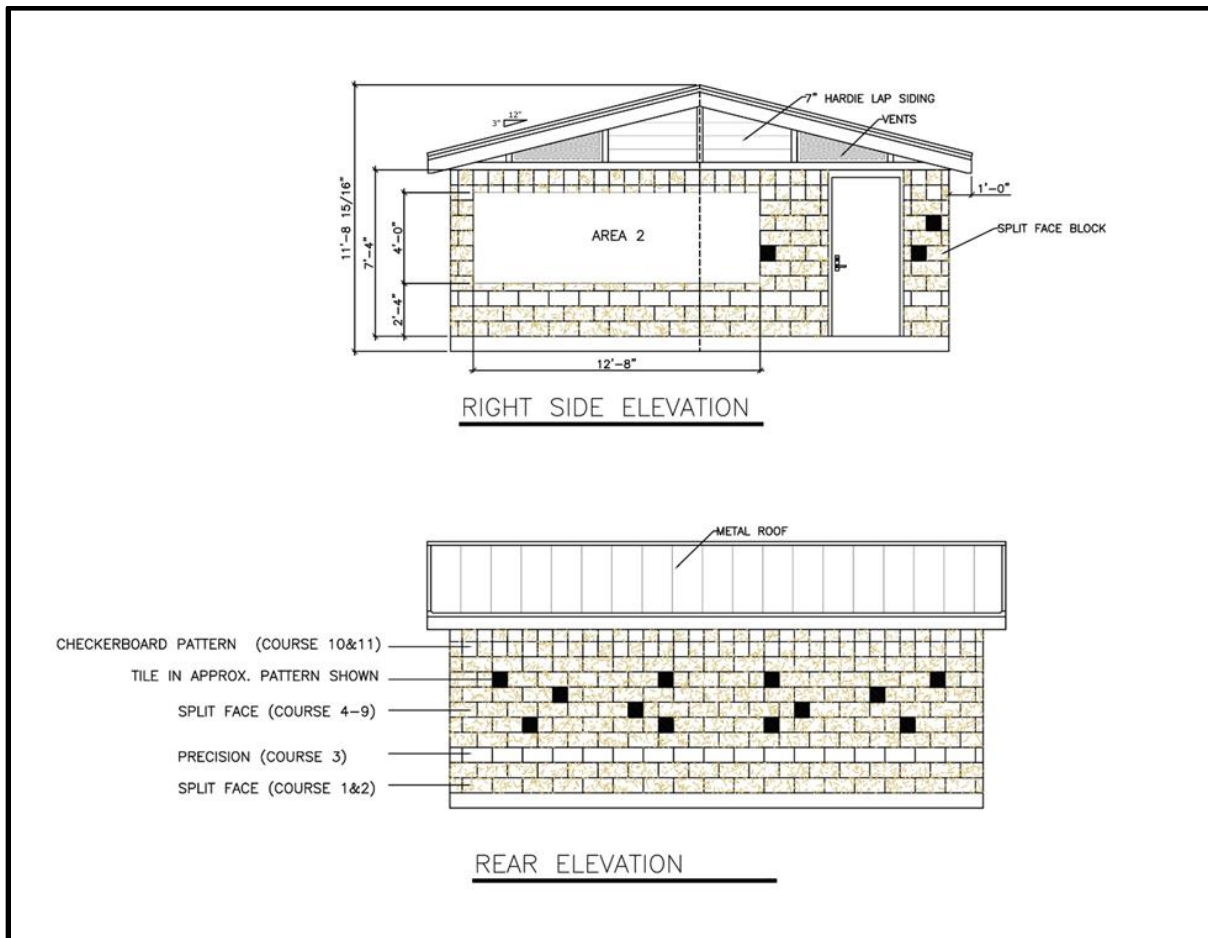


Figure 3: Tennis Building Right Side—Art Opportunity Area 2

Art Opportunity Area 3 (Figure 3): Exterior wall, adjacent to the parking lot (maintenance and restroom building). This location provides a view of the art from the entry into the parking lot and as drivers loop around to exit. The wall could accommodate a two-dimensional work of art of the following maximum dimensions: 32' wide by 4' tall.

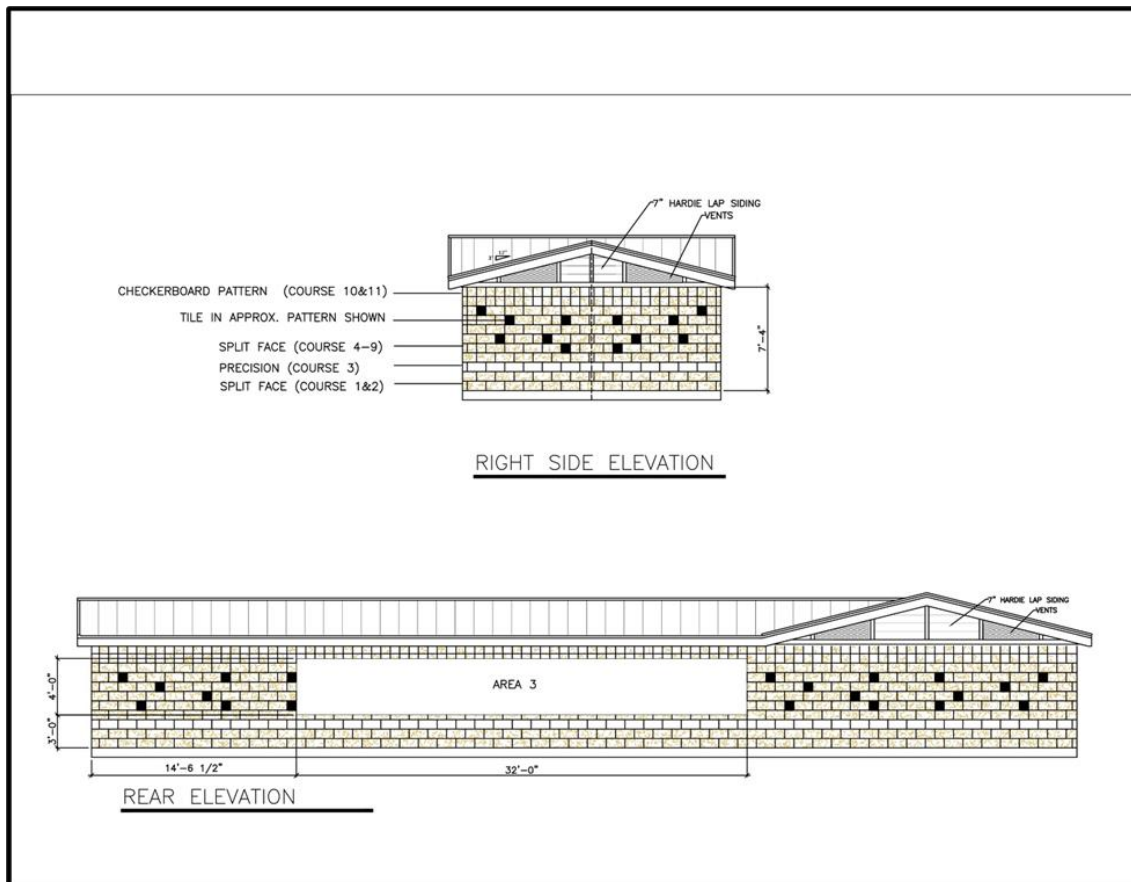


Figure 3: Maintenance Building Right Side—Art Opportunity Area 3

Project Budget

The selected finalist will design several two-dimensional art installations where the artwork, including all costs associated with production, installation, and permitting, for each space is as follows:

- **Area 1:** \$10,500 for the left side of the tennis building, 4'x10'.
- **Area 2:** \$12,600 for the right side of the tennis building, 4'x12'.
- **Area 3:** \$23,100 for the maintenance building, 4'x32'.

The total budget is \$23,100 (per City Council Policy K-5 at the time the project budget was approved). The budget is sufficient to provide artwork for Area 3 only. Staff has requested the applicants to provide proposals for all three sites to consider connectivity between all the art. The City Council has discretion to increase the project budget to 2% (\$46,200) consistent with the revised K-5 Public Art Policy, approved on February 22, 2022, funding artwork for all three locations. The project budget has contingency funds to allow an increase of the public art budget to \$46,200.

On November 10, 2021 and December 8, 2021, the VAC discussed the Rengstorff Park Maintenance and Tennis Structures project and recommended staff issue a Request for Qualifications for public art (Attachment 1). In the Request for Qualifications, the VAC outlined a process where the finalist will partner with the City's Youth Advisory Committee (YAC) and the City's Senior Advisory Committee (SAC) on this project. The selected artist will develop three design options or concepts for the artwork in collaboration with the YAC and the SAC. The partnership will include the artist presenting options to the YAC and the SAC and incorporating feedback and input from the committee members into each design.

The Call for Artists was issued on January 13, 2022 with a deadline of February 3, 2022. A total of 31 eligible applications were received from artists residing in California.

ANALYSIS






The VAC reviewed eligible applications and scored artists based on their qualifications. The VAC evaluated initial artist applications on the following criteria based on the artist's past works and experience:

- Originality of artistic style (past work);
- Artist's experience with public art commissions and working within the public process; and
- Artist's experience with art projects of a similar size and scope.

The VAC submitted follow-up questions about each application to the artists. Questions and responses are included as Attachment 2.

The following table (Table 1) includes the top artist in ranking order based on average VAC score.

Table 1: Rengstorff Park Maintenance and Tennis Buildings Artist Ranking

<u>Item No.</u>	<u>Rank</u>	<u>Artist</u>	<u>Art Medium</u>	<u>Score</u>	<u>Example of Past Work</u>
1	1	Sato, Harumo	Mural, Paint	6.7	
2	2	Martinez, Fernanda	Mural, Paint	6.3	
3	2	Sakellariou, Martha	Mural, Photography, Paint	6	
4	2	Koppman, Debra	Mural, Paint, Mosaic Tile	5.8	
5	2	Reisin, Sasha	Mural, Paint	5.7	

RECOMMENDATION

Staff recommends the VAC select a finalist to develop three art concepts for the Rengstorff Park Maintenance and Tennis Buildings.

NEXT STEPS

The selected artist will develop three design options or concepts for the artwork in collaboration with the Youth Advisory Committee (YAC) and the Senior Advisory Committee (SAC). The partnership will include the artist presenting options on the following tentative dates: YAC—April 4, 2022 or April 18, 2022, and SAC—April 20, 2022. The artist will incorporate feedback and input from the committee members into each design. The VAC, at their May 11, 2022 meeting, may consider the three options and may make a recommendation on a final design to the City Council.

JL/4/CDD
819-03-09-22M

- Attachments:
1. [Rengstorff Park Maintenance and Tennis Buildings, Request for Qualifications](#)
 2. [VAC Agenda—December 8, 2021](#)

CITY OF MOUNTAIN VIEW

PUBLIC ART REQUEST FOR QUALIFICATIONS

Rengstorff Park Maintenance and Tennis Buildings, Project 21-48

Applications will be accepted from:

12:00 noon (PST), Thursday, January 13, 2022
through
11:00 p.m. (PST), Thursday, February 3, 2022

Applications will not be accepted after 11:00 p.m. (PST), Thursday, February 3, 2022, and only the first 100 applications will be accepted (whichever comes first).

Summary

The City of Mountain View's One Percent for Art Program requires that one percent (1%) of all major City Capital Improvement Program (CIP) projects over \$1 million be spent on public art related to the project.

The City will be constructing two prefabricated, modular buildings within Rengstorff Park. One building will be used for storage space for maintenance staff and three restrooms, and the second building will include storage space for tennis equipment and three restrooms. The City's Visual Arts Committee (VAC) seeks to commission an artist, or team of artists, to design and execute an original two-dimensional work of art for the new buildings.

Applications must be submitted online at www.callforentry.org. Artists should only submit applications directly through the Call for Entry (CaFÉ) website; no other form of application will be accepted. The City intends to bid the construction of the new buildings in spring 2022 and complete construction in summer 2022. The expectation is for the art to be installed by the artist following the construction phase in summer 2022.

City of Mountain View Overview

Mountain View is in the heart of Silicon Valley and at the center of the technology industry, covering 12 square miles, and is home to about 82,000 residents, many nationally and internationally known corporations, and a thriving small business community. Located 10 miles north of San Jose and 35 miles south of San Francisco, the central location provides easy access to the entire San Francisco Bay Area and northern California cities. Mountain View prides itself on having attractive and well-built

residential communities served by neighborhood parks and playgrounds, recreational facilities, quality education, and convenient shopping.

Over the years, the City has instituted a public art program and built a collection of public art using public/private partnership, community involvement, and public art funds. A major component of this program is a City policy known as the One Percent for Art Program, which requires that 1% of all major City CIP projects over \$1 million be spent on public art related to the project. This program is administered by the VAC, a seven-person, City Council-appointed advisory committee that will recommend public art to the City Council, whose decision is final. More information on the public art program is available on the City's website at: www.mountainview.gov/council/bcc/visual.asp.

Rengstorff Park Background

The land where Rengstorff Park lies was originally a part of the rancho known as Rancho de las Borregas, owned by Mariano Castro in 1845. An adobe home was built on the property and was eventually replaced with a much larger mission-style home in 1911, named Villa Francisca. The home was located near the present-day barbecue area within Rengstorff Park. The Castro heirs lived in the home until the 1950s, when the City of Mountain View obtained the property. In 1961, the house burned in a fire.

Rengstorff Park was named after Henry Rengstorff, a shipowner, who in the 1860s opened docks and warehouses to store and ship goods from the South Bay. The Rengstorff family left such an important impact upon Mountain View that their family home was designated a local monument. Rengstorff built a ship landing in Mountain View, which played a significant role in the development of the City. The ship landing allowed prospering farmers to export their lumber, fruits, and grains. Returning ships brought hardware and building supplies for the growing region. In 1888, 28 years after Rengstorff opened his docks, the Evelyn Avenue train station was built, causing a decline in the popularity of shipping in favor of the railroad. Rengstorff Park opened in 1959 as Recreation Center Park and was renamed Rengstorff Park in 1970.

Artists may find inspiration related to themes about the area's history – for example, its agricultural heritage – among other themes, such as its development as a technology hub. Artists are encouraged to visit the Mountain View History Center to learn about the Mountain View Community: <https://www.mountainview.gov/depts/library/services/mvhistory/default.asp>.

Site and Project Description

Rengstorff Park is located at 201 South Rengstorff Avenue, Mountain View, and features 23 acres of space containing a large playground, skate park, barbecue area, baseball field, softball field, basketball court, volleyball court, and a swimming pool. The park features

a community center, senior center, and teen center that are within walking distance of each other. The park also features one of the City's two Aquatics Centers, which was opened in 1959, and is currently undergoing a complete renovation/replacement which will include several significant public art installations. Rengstorff Park will also be home to a new all-inclusive magical bridge playground. This project includes construction of a new pedestrian drop-off area near the future all-inclusive magical bridge playground.

The project includes demolition of the existing restroom/maintenance building and demolition of the existing tennis building and replacement of these buildings with two new, prefabricated, modular buildings. Figure 1 shows the new building locations in relation to the adjacent Rengstorff Park amenities

The new, prefabricated maintenance building will include restrooms, space for parks maintenance staff, and materials storage and will be installed near the barbecue area. The new prefabricated tennis building will include three restrooms and space for tennis equipment storage (see Figures 2 through 5).

Artists are encouraged to visit the park site prior to submitting an entry; however, any travel costs associated with the visit will be the sole responsibility of the artist.



Figure 1: Location New Buildings Within Rengstorff Park

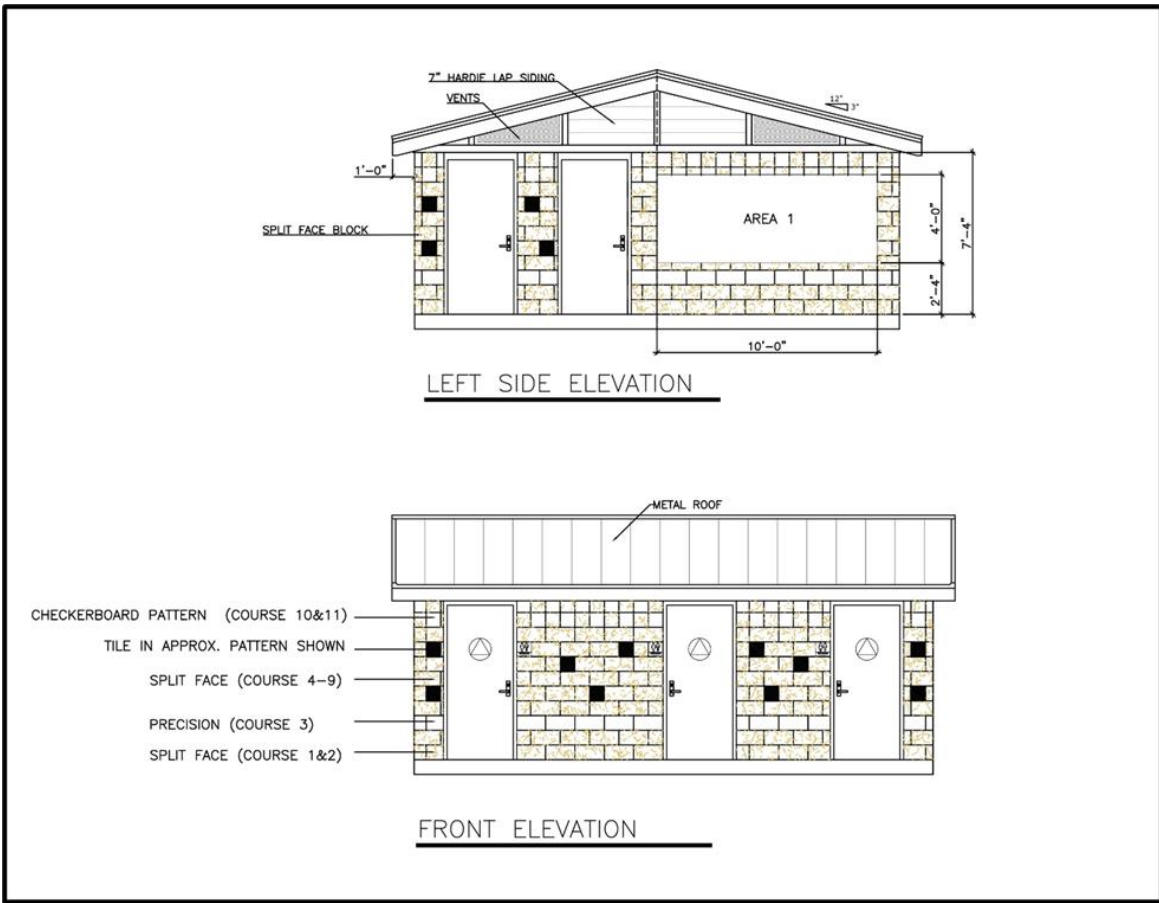


Figure 2: Tennis Building Left Side – Art Opportunity Area 1

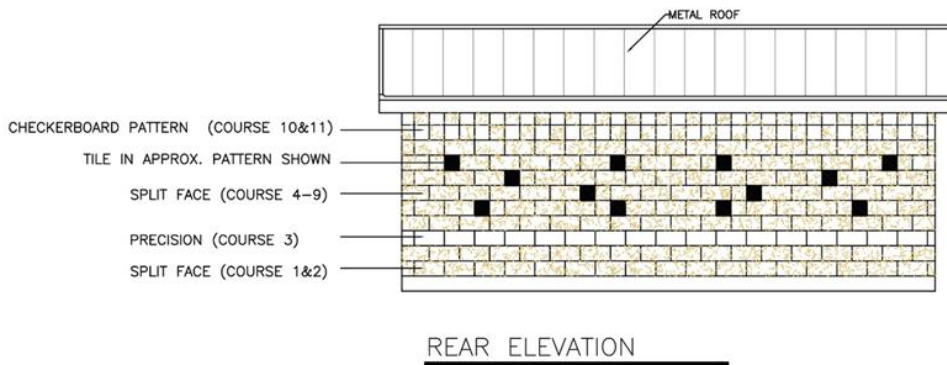
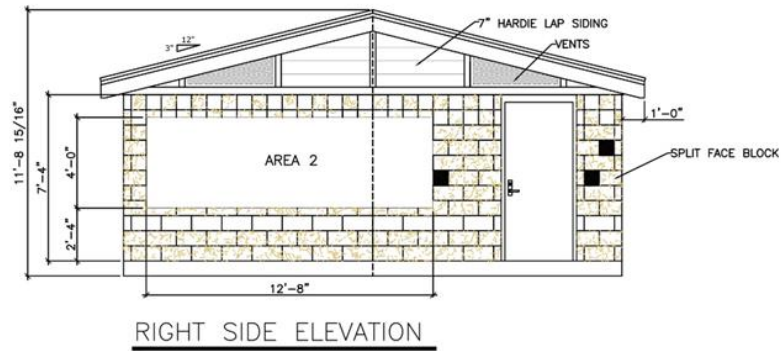


Figure 3: Tennis Building Right Side – Art Opportunity Area 2

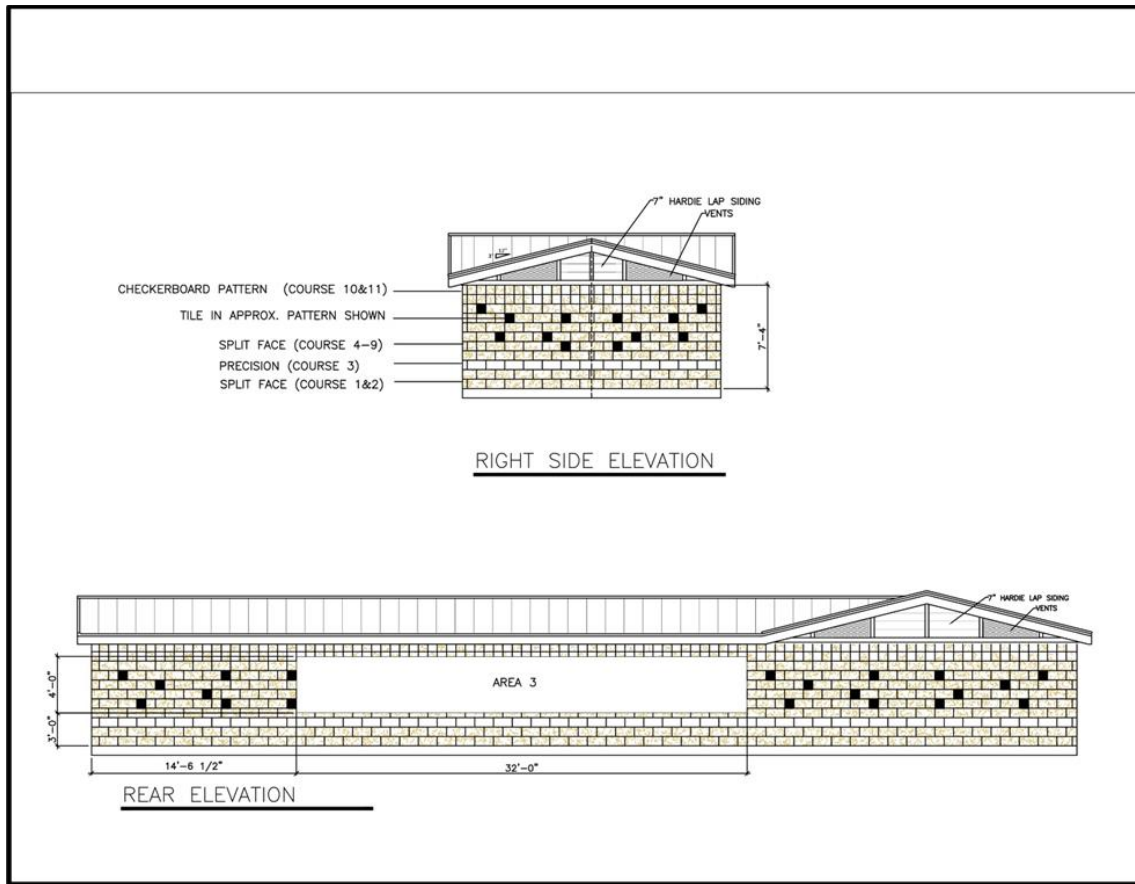


Figure 4: Maintenance Building Right Side – Art Opportunity Area 3

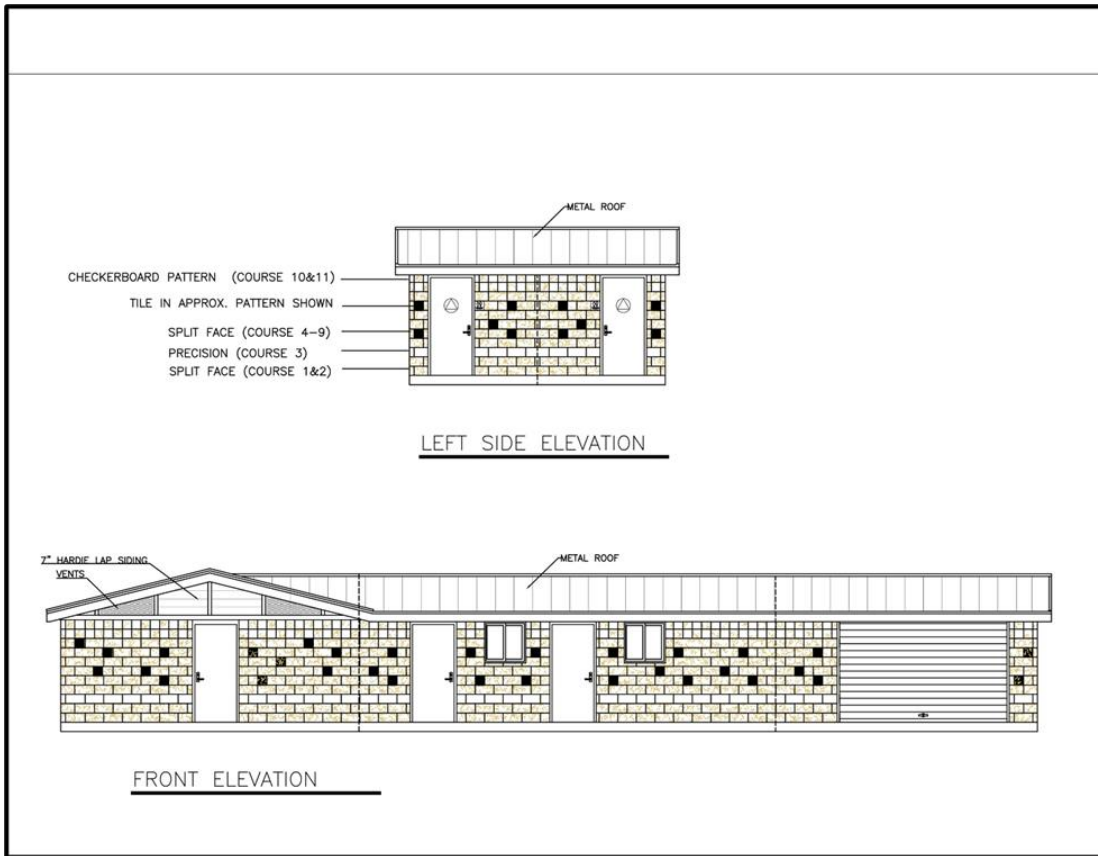


Figure 5: Maintenance Building Left Side

Figure 6 shows the overall form and material of an example of a similar prefabricated building located at the Shoreline Athletic Fields in Mountain View. The structures for this project will have smooth rectangular surfaces for the application of artwork.



Figure 6: Example of Exterior of Prefabricated Building

Potential Art Location Descriptions and Dimensions

Project staff and the VAC have identified three possible locations for public art. Artists may choose a single location, or two locations, and should indicate in their application which location(s) they are proposing to place artwork.

Area 1 (Figure 2): Exterior left-hand side wall, across from the tennis courts (tennis and restrooms building). Directly adjacent to the tennis courts on the left wall of the building. The prefabricated wall could accommodate a two-dimensional work of art of the following maximum dimensions: 10' wide by 4' tall.

Area 2 (Figure 3): Exterior right-hand side wall, across from the tennis courts (tennis and restrooms building). Directly adjacent to the tennis courts on the right wall of the building. The prefabricated wall could accommodate a two-dimensional work of art of the following maximum dimensions: 12' wide by 4' tall.

Area 3 (Figures 4 and 5): Exterior wall, across from the parking lot near drop-off area (maintenance and restroom building). Directly adjacent to the drop-off area facing the parking lot. The wall could accommodate a two-dimensional work of art of the following maximum dimensions: 32' wide by 4' tall.

Project Budget

The VAC is requesting proposals for two-dimensional art installations, where the artwork, including all costs associated with production, installation, and permitting, for each space is as follows:

Area 1: \$10,500 for the left side of the tennis building, 4'x10'.

Area 2: \$12,600 for the right side of the tennis building, 4'x12'.

Area 3: \$23,100 for the maintenance building, 4'x32'.

The total budget is \$23,100 (per the City's Council Policy K-5). The budget is sufficient to provide artwork for Area 3 only. The City Council, at its discretion, may consider increasing the Project Budget to 2% (\$46,200), allowing artwork for all three locations.

The project budget is all-inclusive of project costs, including artist's fees and expenses, taxes, materials, permit fees, travel, shipping and crating, insurance fees, permitting, site preparation, fabrication/installation or execution of the artwork. Please review the City's insurance requirements on the attached Sample Agreement.

Selection Process and Community Partnership

The VAC will review the eligible applications and rank artists based on their qualifications. The VAC will select one finalist for the project. The VAC will evaluate initial artist applications on the following criteria based on the artist's past works and experience:

- Originality of artistic style (past work);
- Ability of artwork to withstand outdoor conditions (past work);
- Maintenance requirements (past work);
- Artist's experience with public art commissions and working within the public process; and
- Artist's experience with art projects of a similar size and scope.

The finalist will partner with the City's Youth Advisory Committee (YAC) and the City's Senior Advisory Committee (SAC) on this project. The selected artist will develop three design options or concepts for the artwork in collaboration with the YAC and the SAC. The partnership will include the artist presenting options to the YAC and the SAC and incorporating feedback and input from the committee members into each design. The artist will meet with the YAC and SAC up to three times to develop and finalize the concept(s) for the artwork. The artist will then present the three design concepts to the VAC. The VAC will be asked to rank the design concepts, and a recommendation will be made for consideration by the City Council for final selection of the public art design/artist.

The City Council may require additional drawings or information for their respective review. The VAC is willing to work with an artist or artists on the design proposal to ensure suitability and sustainability. The City and VAC reserve the right to reject any or all proposals.

Estimated Schedule (dates subject to change)

Item:	Due Date:
Entry deadline	February 3, 2022
Notification of finalist	March 2022
Artist to begin to work with YAC and SAC (up to three meetings)	March/ April 2022
Three final designs presented to the VAC	April/May 2022
VAC selects final design	June 2022
City Council review and approval	June 2022
Contract development	Q3 2022
Artwork fabrication and installation	Q3 to Q4 2022

Artist Eligibility

This Request for Qualifications (RFQ) is open to all professional and emerging artists residing in California that are over the age of 18. Bay Area artists are encouraged to apply.

Entries not meeting eligibility requirements will be withdrawn from consideration. Artists must demonstrate that they have successfully completed similar works in the past when submitting their qualifications.

Additional Considerations

- Art pieces shall not have significant weight that would require substantial structural support from the building.
- The City Council has requested integration of art pieces with existing design elements and context within Rengstorff Park.
- While the VAC had not emphasized any specific themes for this project, the VAC emphasizes art pieces for multiple locations that are related to each other thematically and visually and that have meaning relative to its setting and to the Mountain View community.
- The artwork should be of materials and construction that are resistant to theft, vandalism, and weathering and constructed to avoid expensive maintenance and repair by City staff.

- The artwork should be free from unsafe conditions or factors that could bear upon public liability and the safety of the community.
- The artwork and installations should be appropriate civic or public art suitable for display to a wide and diverse audience.

Submission Requirements

All applications must be submitted online via CaFÉ at www.callforentry.org, an online application system for calls for entry. There is no charge for artists to apply or use CaFÉ. Applications that are mailed, faxed, or hand-delivered will not be considered as this is an online system.

All applications should include the following:

- Artist resumé.
- Signed Application Checklist (see Attachment 1).
- Five (5) examples of artworks completed within the past five years. All artwork images must be examples demonstrating that the artist is capable of creating and commissioning durable artwork adequate for the outdoor elements (i.e., sun, rain) and a public setting. Images of artwork must include annotated descriptions. Please include: art title, date the art was created, dimensions, type of media, and location of the installation (address, city, state). For team applications, please indicate the lead artist for each project.
- Professional references (minimum of two (2)).
- Letter of interest (one (1) page), including an outline of the artist's qualifications and relevant experience, interest in this project, and a general approach to this project.
- Optional: One (1) rough sketch of a proposed design can be included but is not required. Artists will not be held to, nor reimbursed for, any preliminary sketches.

All applicants should allow adequate time to submit their applications. To get additional assistance using CaFÉ, please contact WESTAF by calling 303-629-1166 or emailing cafe@westaf.org.

NOTE: If your application is not completed in its entirety, it will not be honored as an official submittal and will not be reviewed. Applications must be submitted online on www.callforentry.org. Artists should only submit applications directly through the CaFÉ website; no other form of application will be accepted. Late or incomplete applications

cannot be considered. ALL SUBMITTALS WILL BECOME THE PROPERTY OF THE CITY OF MOUNTAIN VIEW. The City is not responsible for loss of or damage to any materials.

Award of Contract

The City reserves the right to accept or reject any submittals and to alter or extend the selection process as needed. This RFQ and the selection process shall in no way be deemed as a binding contract or agreement of any kind between the City and the artist. Award of a contract is contingent upon approval of the VAC and City Council. Artists and artist teams selected and approved will contract with the City for the entire duration of the project.

The selected artist will be required to secure and maintain various types of insurance, including Automobile Liability, General Liability, and other insurance as needed (see Application Checklist and Sample Agreement, attached). Finalist(s) will be contacted regarding next steps, including an agreement with the City of Mountain View. Finalist(s) will also be required to obtain a business license and insurance (requirements are noted in the Sample Agreement). Selected artwork is to be installed in 2022.

The artwork commissioned for this project shall become the property of the City of Mountain View. The artwork will be maintained as part of the City's permanent art collection. The City shall have no obligation to display the artwork for any particular period or in perpetuity.

Artist Responsibilities

The selected artist or artistic team will be expected to work with City staff to develop the specific parameters of the public art component and implement all aspects of the project.

These specifics will include:

- Developing the final design proposal;
- Collaborating with City advisory bodies, including attending and presenting at public meetings;
- Selecting appropriate artistic materials for the design;
- Developing a final project timeline;
- Attending meetings with City staff, as necessary;

- Meeting with the YAC and SAC for input on design;
- Obtaining all required permits;
- Complying with Federal, State, and local rules and regulations related to prevailing wage;
- Obtaining appropriate insurance for the artwork until the City has accepted the artwork;
- Fabrication/installation or execution of the artwork;
- Delivery of the artwork;
- Providing detailed instructions for the preservation of the artwork;
- Providing detailed documentation on the engineering, execution, or installation of the artwork;
- Abiding by all requirements of the artist's contract with the City;
- Depending on the artwork type, a building permit may be required. The artist is responsible for obtaining the building permit; and
- Depending on the artwork type, a structural engineer may be required to provide plans and calculations for the building permit. The artist is responsible for obtaining services of a licensed structural engineer. Cost for services of a structural engineer shall be borne by the artist and included in the cost of the proposed art.

Contact Information

All questions or requests for additional information regarding this Request for Qualifications should be emailed to vac@mountainview.gov. Any questions regarding the CaFÉ website should be directed to WESTAF at 303-629-1166 or www.callforentry.org.

- Attachments: 1. Application Checklist (to be signed and uploaded to CaFÉ)
 2. Sample Artist Agreement



CITY OF MOUNTAIN VIEW

CALL FOR ARTISTS APPLICATION CHECKLIST

Instructions: This Application Checklist must be initialed, signed and submitted online as an attachment with the CaFe Application.

	Include the following with your application:	Initial
1	Artist Resume	
2	Five (5) images of artworks completed within the past five years. All artwork images must be examples demonstrating the artist is capable of creating and commissioning durable artwork adequate for the outdoor elements (i.e., sun, rain) and a public setting. Images of artwork must include annotated descriptions. Please include: art title, date the art was created, dimensions, type of media, and location of the installation (address, city, state). For team application, please indicate the lead artist for each project.	
3	Professional References (minimum of two)	
4	Letter of Interest (1 page max): Including an outline of your qualifications and relevant experience, interest in the project, and general approach to the project.	
5	CaFE Application: All applications must be submitted online via CaFE at www.callforentry.org , an online application system for calls for entry.	
6	I acknowledge that if selected as a finalist, I will be required to enter into a contract with the City of Mountain View. The City of Mountain View has provided me with a Sample Agreement.	
7	I acknowledge that if selected as a finalist, I will be required to obtain a business license and insurance. The City of Mountain View has provided me with a	

	Sample Agreement. Requirements are noted in the Sample Agreement.	
8	I acknowledge that depending on the artwork type, a building permit may be required and the artist will be responsible for obtaining the building permit.	
9	I acknowledge that depending on the artwork type, a structural engineer may be required to provide plans and calculations for the Building Permit. The artist is responsible for obtaining services of a licensed structural engineer. Cost for services of a structural engineer shall be borne by the artist and included in the cost of the proposed art.	
10	<p>Print Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	N/A

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW
AND _____ REGARDING
PRODUCTION, PURCHASE, AND INSTALLATION OF ARTWORK**

This AGREEMENT is dated for identification this ____ day of _____ 20____, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and _____, whose address is _____ (hereinafter "ARTIST"), (CITY and ARTIST hereinafter collectively "Parties" or individually "Party").

RECITALS

- A. WHEREAS, CITY desires to place artwork at the _____; and
- B. WHEREAS, ARTIST was selected by the City Council of CITY after reviewing a proposal for the commission of a _____ created by ARTIST; and
- C. WHEREAS, ARTIST desires to transfer ownership of the artwork as well as the intellectual property rights in the artwork to CITY, and CITY desires to accept said artwork and interests.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises, and subject to the terms and conditions set forth herein, the Parties agree as follows:

1. **Description of Artwork.** The artwork to be designed for CITY is to be as described in the proposal dated _____, which is attached hereto and incorporated herein as Exhibit A, presented to the City Council on _____ (hereinafter "the Artwork"). The Artwork shall not materially deviate from the proposal and shall be as represented regarding the size, materials, and color of the actual rendition.

ARTIST warrants that the Artwork is the only edition of this Artwork. ARTIST will not execute or authorize another to execute another artwork of the same design, dimensions, or materials as the Artwork purchased by CITY pursuant to this Agreement.

ARTIST shall provide a translation of any foreign languages and symbols used in the Artwork. ARTIST warrants that any translations provided shall adequately and accurately translate the symbols and language in the Artwork.

2. **Compensation.** Maximum compensation to ARTIST for the design, production, and installation of the Artwork described herein shall not exceed _____ Dollars (\$_____). Said sum shall include all expenses incurred for design, fabrication, delivery, and all other costs and shall constitute full compensation for all of ARTIST's responsibilities set forth herein.

3. **Schedule and Term.** ARTIST shall commence work under this Agreement on written notice to proceed by CITY ("Notice to Proceed") and shall complete delivery and installation of the Artwork on or before _____.

4. **Milestones and Payment Schedule.** Payment for services rendered pursuant to this Agreement shall be provided to ARTIST upon satisfactory completion of the milestones described herein as follows:

a. CITY shall pay ARTIST _____ Dollars (\$_____) within thirty (30) days of receiving and approving a billing statement for satisfactory completion of the _____.

b. CITY shall make final payment within thirty (30) days of receiving and approving a billing statement for the satisfactory delivery and installation of the Artwork.

5. **Fabrication or Installation by Subcontractor.** If the Artwork will be fabricated or installed by one (1) or more subcontractors, ARTIST shall provide CITY with the name, address, and telephone number of each subcontractor not less than ten (10) days after the Notice to Proceed is issued under this Agreement.

6. **Lien Releases.** ARTIST shall provide CITY with signed lien release forms from all suppliers selling or providing materials to ARTIST for inclusion in the Artwork, for which payment has not been received by suppliers, not less than ten (10) days prior to ARTIST beginning any installation work.

7. **Delivery of Artwork.** ARTIST shall deliver the completed Artwork to _____ or at another destination within the City of Mountain View to be selected by CITY (hereinafter "the Site"). ARTIST shall coordinate delivery and installation with CITY.

8. **Installation of Artwork.** ARTIST shall install the Artwork and shall be responsible for the repair of any damage to the Artwork which may occur during delivery or installation. The Artwork shall be installed at the Site which shall be designated by CITY. ARTIST shall be responsible for Site preparation, permits, and engineering, if required. ARTIST shall provide CITY with detailed plans and specifications for installation a minimum of sixty (60) days prior to the scheduled installation of the Artwork.

9. **Display.** ARTIST hereby grants to CITY or its agents the exclusive right to display the Artwork.

10. **Title.** Title to the Artwork will remain in the possession of ARTIST until the Artwork has been installed and CITY has provided final written acceptance of the Artwork to ARTIST (hereinafter "Final Acceptance"). Title shall transfer to CITY upon Final Acceptance.

11. **Credits.** When publicly displayed, a plaque identifying ARTIST and the title of the Artwork shall be publicly displayed in the area adjacent to the Artwork.

12. **Maintenance Instructions.** ARTIST shall provide CITY with written instructions for appropriate maintenance and preservation of the Artwork a minimum of thirty (30) days prior to its installation.

13. **ARTIST Warranty of Quality and Uniqueness.** Upon Final Acceptance of the Artwork by CITY, ARTIST warrants that it shall be free from defects in materials and workmanship, including inherent vice. ARTIST shall, for a period of three (3) years after Final Acceptance by CITY, correct any such defects at ARTIST's own expense. "Inherent vice" refers to a quality within the material or materials which comprise the Artwork which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Upon written notification of a defect in materials or workmanship, ARTIST shall have sixty (60) days to commence repairs and shall conclude repairs within a reasonable time. Regardless of the foregoing, CITY is not required by this Agreement to maintain the Artwork to any particular standard. CITY may, in its sole discretion, permit the Artwork to deteriorate in accordance with the Artwork's temporary life span. If the Artwork suffers deterioration, CITY shall have the sole discretion to determine whether to remove the Artwork from display as a result of deterioration or whether to maintain the Artwork on display despite its deteriorated condition.

14. **Right of First Refusal.** In the event CITY determines to sell the Artwork, CITY shall send notice to ARTIST at the last known address provided to CITY and provide ARTIST with a right of first refusal to purchase the Artwork at the then-current appraised value.

15. **Intellectual Property Rights.**

a. **ARTIST's Copyright.** Subject to usage rights and licenses granted to CITY as set forth in this Agreement, ARTIST shall retain all copyrights in the Artwork. ARTIST may place a copyright notice on the Artwork in the form and manner required to protect copyrights in the Artwork under the United States copyright law. If the copyright is

registered with the U.S. Copyright Office, ARTIST shall provide CITY with a copy of the application for registration, the registration number, and the effective date of the registration.

b. CITY's Right to Display, Reproduce. ARTIST grants to CITY and to CITY's agents, authorized contractors, and assigns, an unlimited, nonexclusive, and irrevocable license to do the following with respect to the Artwork, in all media:

(1) Implementation, Use, and Display. CITY may use and display the Artwork.

(2) Reproduction and Distribution. CITY may make, display and distribute, and authorize the making, display, and distribution of, photographs and other two (2) dimensional reproductions. CITY may use such reproductions for any CITY-related noncommercial purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multi-media publicity, documentation of CITY's public art collection, and catalogues or similar publications. CITY shall credit ARTIST for the Artwork upon publication of any two (2) dimensional reproductions of the Artwork.

c. Third-Party Infringement. CITY is not responsible for any third-party infringement of ARTIST's copyright and is not responsible for protecting the intellectual property rights of ARTIST.

16. **ARTIST's Moral Rights; CITY's Ownership Rights.**

a. CITY intends to display the Artwork at the Site as originally created by ARTIST and to maintain the Artwork in good condition. ARTIST understands and agrees that the Artwork, when installed, will be incorporated within and made a part of the Site in such a way that removing the Artwork from the Site or the destruction or modification of the Site may cause destruction, distortion, mutilation, or other modification of the Artwork. Accordingly, ARTIST agrees that CITY, in connection with its power and duty to operate and manage CITY property in the public's interest, shall have the right: to remove the Artwork from the Site; to damage or alter CITY's own property in a manner that defaces, mutilates, alters, or destroys the Artwork to transport and install the Artwork at an alternate location that CITY chooses in its sole discretion; and to the extent any element of the Artwork constitutes a public safety hazard, the right to remove or modify the element posing the hazard.

b. If CITY alters the Artwork without ARTIST's consent in a manner that is prejudicial to ARTIST's reputation, ARTIST retains the right to disclaim authorship of the Artwork.

c. To the extent this Agreement is inconsistent with the Federal Visual Artists Rights Act (17 U.S.C. §§ 106A & 113(d)), the California Art Preservation Act (CA Civil Code §§ 987, *et seq.*), and any other local, State, Federal, or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, CA Civil Code §§987, *et seq.*, or any other type of moral right protecting the integrity of works of art (the “Laws”), this Agreement shall control. With respect to the Artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, ARTIST expressly waives any rights to preservation of the Artwork and to any rights provided by the Laws, and CITY, its officers, agents, employees, successors, and assigns shall have no liability to ARTIST or any other person arising under the Laws.

17. **Independent Contractor.** It is agreed that ARTIST is an independent contractor and all persons working for or under the direction of ARTIST are ARTIST’s agents and employees, or qualify as independent contractors as defined and required by applicable law, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or employees of CITY by virtue of this Agreement. ARTIST will defend, indemnify, and hold CITY harmless from any claims, demands, liabilities, costs, and expenses arising from ARTIST’s misclassification of workers providing services under this Agreement.

18. **Business License.** Prior to the execution of this Agreement, ARTIST shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at www.mountainview.gov/depts/fasd/revenue/business/default.asp or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

19. **Insurance.**

a. **Commercial General Liability Insurance.** ARTIST shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. ARTIST’s insurance coverage shall be written on an occurrence basis.

b. **Automobile Liability Insurance.** ARTIST shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

c. **Workers’ Compensation Insurance.** ARTIST is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

ARTIST is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and ARTIST maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) ARTIST will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should ARTIST become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, ARTIST shall forthwith comply with those provisions and send evidence of financial compliance to CITY.

d. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to CITY.

e. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) If ARTIST maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by ARTIST. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

(2) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement 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 revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

(3) For any claims related to ARTIST's services pursuant to this Agreement, ARTIST's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(4) ARTIST grants CITY a waiver of any rights to subrogation which any insurer of ARTIST may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(5) ARTIST shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event ARTIST employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of ARTIST to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which ARTIST may be held responsible for payment of damages resulting from ARTIST's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(8) If, for any reason, ARTIST fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from ARTIST resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to ARTIST, CITY may deduct from sums due to ARTIST any premium costs advanced by CITY for such insurance.

20. **Hold Harmless.** To the fullest extent permitted by law, ARTIST shall defend, indemnify, and hold CITY, its officers, employees, agents, and volunteers harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of ARTIST or ARTIST's contractors, subcontractors, agents, or employees under this Agreement, or a defect in materials or workmanship (including, without limitation, installation and inherent vice) of the Artwork. CITY shall cooperate reasonably in the defense of any action, and ARTIST shall employ competent counsel reasonably acceptable to the City Attorney.

21. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing

Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

22. **Nondiscrimination.** ARTIST shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

23. **Amendment.** This Agreement may be amended in writing and signed by the Parties.

24. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to ARTIST. Should CITY terminate pursuant to said notice, CITY shall pay ARTIST for ARTIST's services rendered to the date of termination based on percentage of completion of the milestones, as set forth above, including actual reimbursable expenses, and ARTIST shall provide all Artwork materials generated commensurate with progress payments made to CITY forthwith. In no event shall said fees exceed the maximum compensation established in this Agreement.

25. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

26. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

27. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

28. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

29. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

30. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

31. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

32. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To CITY: _____ Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

To ARTIST: _____

With a copy to: _____ (optional)

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

33. **Compliance with Law.** ARTIST shall comply with all applicable laws and regulations of the Federal, State, and local government, including, but not limited to, "The Code of the City of Mountain View, California." ARTIST specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY's protocols for contractors related to COVID-19 which are located at www.mountainview.gov/depts/fasd/purchasing and incorporated herein by this reference, as amended from time to time.

34. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

IN WITNESS WHEREOF, this Agreement, dated _____ for identification, between the City of Mountain View and _____ for commission of a _____, is executed by CITY and ARTIST.

“CITY”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

“ARTIST”:

By: _____
City Manager

By: _____

APPROVED AS TO CONTENT:

Print Name: _____

Title: _____

Assistant City Manager/
Community Development Director

Taxpayer I.D. No.: _____

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney

REGULAR MEETING - WEDNESDAY, DECEMBER 8, 2021
VIDEO CONFERENCE WITH NO PHYSICAL MEETING LOCATION
6:00 P.M.

This meeting will be conducted in accordance with City of Mountain View City Council Resolution No. 18618 in accordance with Assembly Bill 361. All members of the Visual Arts Committee will participate in the meeting by video conference, with no physical meeting location.

Members of the public wishing to comment on an item on the agenda may do so in the following ways:

1. Email comments to sabina.mora@mountainview.gov by 5:00 p.m. on the meeting date. Emails will be forwarded to the Visual Arts Committee. Please identify the Agenda Item number in the subject line of your email. All emails received will be entered into the record for the meeting.
2. Provide oral public comments during the meeting:

Online: You may join the Zoom Webinar using this link: <https://mountainview.gov/meeting> and entering Webinar ID: 868 2254 4844. You may be asked to enter an email address and a name. Your email address will not be disclosed to the public.

When the Chair announces the item on which you wish to speak, click the “raise hand” feature in Zoom. Speakers will be notified of their turn shortly before they are called on to speak.

By phone: Dial 669-900-9128 or 877-853 5257 (toll free) and enter the Webinar ID: 868 2254 4844. When the Chair announces the item on which you wish to speak, dial *9. Phone participants will be called on by the last two digits of their phone number.

When called to speak, please limit your comments to the time allotted (up to three minutes, at the discretion of the Chair).

1. **CALL TO ORDER**

2. **ROLL CALL** – Committee members Cliff Bryant, Jesse Cupp, Susi Merhar, Regina Sakols, Tootoo Thomson, Vice Chair Don Whitebread, and Chair Toni Hsu.

3. **MINUTES APPROVAL**

Minutes for the November 10, 2021 meeting have been delivered to Committee members and copies posted on the City Hall bulletin board. If there are no corrections or additions, a motion is in order to approve these minutes.

4. **ORAL COMMUNICATIONS FROM THE PUBLIC**

This portion of the meeting is reserved for persons wishing to address the Committee on any matter not on the agenda. Speakers are limited to three minutes. State law prohibits the Committee from acting on nonagenda items.

5. **UPCOMING AGENDA TOPICS**

This portion of the agenda is reserved for identification of agenda items for future meetings.

6. **UNFINISHED BUSINESS**

6.1 **MORA PARK – CIP PROJECT 17-46**

Staff will provide an update on the project.

6.2 **PYRAMID PARK – CIP PROJECT 17-34**

Staff will provide an update on the project.

6.3 **RENGSTORFF PARK AQUATICS CENTER – CIP PROJECT 18-38**

Staff will provide an update on the project.

6.4 **FAYETTE PARK – CIP PROJECT 20-48**

Staff will provide an update on the project.

6.5 CITY COUNCIL POLICY K-5 ON PUBLIC ART AND CIP PROJECTS

Staff will provide an update on the project.

**6.6 RENGSTORFF PARK STRUCTURES IMPROVEMENT – CIP PROJECT
21-48**

The Committee will continue to discuss public art opportunities and Call for Artists requirements.

7. NEW BUSINESS

7.1 VISUAL ARTS COMMITTEE SCHEDULE

As required by City Council Policy K-2, the Committee will discuss and adopt a schedule of meetings for the 2022 calendar year.

Following is the proposed schedule: second Wednesday of the following months at 6:00 p.m.: February 9; March 9, April 13, May 11, September 14, October 12, November 9, and December 14. No meeting is proposed on January 12, July 13, and August 10.

8. COMMITTEE/STAFF COMMENTS, QUESTIONS, COMMITTEE REPORTS

No action will be taken on any questions raised by the Committee at this time.

9. ADJOURNMENT

SM/8/CDD
805-12-08-21A

AGENDAS FOR BOARDS, COMMISSIONS, AND COMMITTEES

- The specific location of each meeting is noted on the notice and agenda for each meeting which is posted at least 72 hours in advance of the meeting. Special meetings may be called as necessary by the Committee Chair and noticed at least 24 hours in advance of the meeting.
- Questions and comments regarding the agenda may be directed to the Community Development Department at 650-903-6306.
- **SPECIAL NOTICE – Reference: Americans with Disabilities Act, 1990**
Anyone who is planning to attend a meeting who is visually or hearing-impaired or has any disability that needs special assistance should call the Community Development Department at 650-903-6306 48 hours in advance of the meeting to arrange for assistance. Upon request by a person with a disability, agendas and writings distributed during the meeting that are public records will be made available in the appropriate alternative format.
- The Board, Commission, or Committee may take action on any matter noticed herein in any manner deemed appropriate by the Board, Commission, or Committee. Their consideration of the matters noticed herein is not limited by the recommendations indicated herein.
- **SPECIAL NOTICE –**Any writings or documents provided to a majority of the Visual Arts Committee regarding any item on this agenda will be made available for public inspection in the Community Development Department, located at 500 Castro Street, during normal business hours and at the meeting location noted on the agenda during the meeting.

ADDRESSING THE BOARD, COMMISSION, OR COMMITTEE

- Interested persons are entitled to speak on any item on the agenda and should make their interest known to the Chair.
- Anyone wishing to address the Board, Commission, or Committee on a nonagenda item may do so during the “Oral Communications” part of the agenda. Speakers are allowed to speak one time on any number of topics for up to three minutes.



MINUTES

REGULAR MEETING – WEDNESDAY, NOVEMBER 10, 2021
VIDEO CONFERENCE WITH NO PHYSICAL MEETING LOCATION
6:00 P.M.

1. **CALL TO ORDER**

Chair Toni Hsu called the meeting to order at 6:03 p.m.

2. **ROLL CALL**

Present: Committee members Cliff Bryant, Jesse Cupp, Susi Merhar, Tootoo Thomson (arrived at 6:06 p.m.), Regina Sakols, Vice Chair Don Whitebread, and Chair Toni Hsu.

Absent: None.

Staff Present: John Lang, Economic Vitality Manager; Tiffany Chew, Business Development Specialist; Sabina Mora, Business Development Specialist; Rey Rodriguez, Senior Project Manager; and Robert Gonzales, Principal Civil Engineer.

3. **MINUTES APPROVAL**

The minutes of the September 8, 2021 meeting were distributed prior to the meeting and approved as presented.

Motion – M/S Cupp/Bryant – Carried 6-0-1; Thomson absent – Approve the September 8, 2021 meeting minutes as presented.

4. **ORAL COMMUNICATIONS FROM THE PUBLIC** – None.

5. **UPCOMING AGENDA TOPICS**

Public Art Strategy.

6. UNFINISHED BUSINESS

6.1 MORA PARK – CIP PROJECT 17-46

Staff provided an update on the project.

No action taken.

6.2 PYRAMID PARK – CIP PROJECT 17-34

Staff provided an update on the project.

No action taken.

6.3 RENGSTORFF AQUATICS CENTER – CIP PROJECT 18-38

Staff provided an update on the project.

The Committee expressed concern about the condition of the existing fish sculptures and their prominent location on the building and requested that staff provide alternative options.

No action taken.

6.4 FAYETTE PARK – CIP PROJECT 20-48, ART PROPOSAL SELECTION

Staff provided an update on the project.

No action taken.

7. NEW BUSINESS

7.1 RENGSTORFF PARK AQUATICS CENTER SELECTION PROCESS

Economic Development staff provided an overview and recap of the Rengstorff Park Aquatics Center project selection process. The Committee provided input on the selection process, including the advantages and disadvantages of a Request for Qualifications (RFQ) versus Request for Proposal (RFP) process, and a discussion about the guidance that can be included in the RFQ/RFP related to large projects with multiple installations.

No action taken.

7.2 CITY COUNCIL POLICY K-5 ON PUBLIC ART AND CIP PROJECTS

Public Works staff provided an overview of the K-5 Policy on Public Art and CIP Projects, including: (1) a proposed increase in the threshold to qualify for public art from a \$1,000,000 construction budget to \$1,500,000 construction budget; (2) a proposed cap of \$400,000 for public art projects, and (3) a proposed increase of the percent for public art from 1% to 2% of the construction budget. The Committee provided input on the proposed changes to Policy K-5 and in particular expressed concern about the increase in the \$1,000,000 construction budget threshold to qualify for public art. Some Committee members expressed concern an increase in the qualifying threshold would eliminate certain small projects from being included for public art. The Committee supports the overall \$400,000 cap on public art budgets and an increase in the percent for public art from 1% to 2%. The Committee also discussed the types of projects that qualify for public art under Policy K-5.

No action taken.

7.3 RENGSTORFF PARK STRUCTURES IMPROVEMENT, CIP 21-48

Public Works introduced the project and requested feedback from the Committee on the type of art concepts and elements of the public art selection process. The Committee requested the selection process include a collaborative component with community members, such as high school students. The Committee requested additional time to develop a selection process and scope of work to be included in a Request for Qualifications/Proposals.

No action taken.

8. COMMITTEE/STAFF COMMENTS, QUESTIONS, COMMITTEE REPORTS

None.

9. ADJOURNMENT

The meeting was adjourned at 8:28 p.m.



CITY OF MOUNTAIN VIEW

MEMORANDUM

Public Works Department

DATE: December 8, 2021

TO: Visual Arts Committee

FROM: John Lang, Economic Vitality Manager

SUBJECT: Feedback—Rengstorff Park Structures Improvement, Project 21-48

PURPOSE

Seek input from the Visual Arts Committee (VAC) on the type of art concepts and the selection process for Rengstorff Park Structures Improvement project.

BACKGROUND

On June 9, 2021, City staff presented plans to the Parks and Recreation Commission for the construction of new restrooms at Rengstorff Park and a new pedestrian drop-off area near the future all-inclusive Magical Bridge Playground. In order to make room for these improvements, the existing restroom/maintenance building and existing tennis building will be demolished. The pedestrian drop-off will be constructed in place of the existing restroom/maintenance building and a new prefabricated tennis/restroom building will replace the tennis building. This building includes space for tennis equipment storage and three restrooms. A second prefabricated maintenance/restroom building will be installed near the barbecue area and will have restrooms and space for parks maintenance staff and material storage.

ANALYSIS

At the November 10, 2021 VAC meeting, Committee members requested that staff develop a selection process to include a partnership with community members, such as high school students and the City's Youth Advisory Committee, to develop a mural(s)

for this project. Staff is requesting feedback from the VAC on the following proposed art selection process for the project:

1. Release a Request for Qualifications (RFQ) for qualified muralists.
2. RFQ will detail that the artist will design mural in collaboration with high school students and the City's Youth Advisory Committee. The RFQ will require the selected artist to meet with the designated youth group up to three times to develop the concept (s) for the mural.
3. Staff will review the art opportunities to obtain input from the VAC.
4. VAC to select one artist for the project. The selected artist will then develop three design options in collaboration with the designated youth group.
5. Artist and youth group collaboration will provide three mural designs to the VAC.
6. VAC recommends a final design to the City Council.

NEXT STEPS

Following input from the VAC, staff will release the RFQ for qualified muralists on the City's website.

JL/SM/8/CDD

819-12-08-21M

cc: PWD, APWD – Arango, APWD—Au, CSD, ACSD, EVM, BDS – Chew



DATE: March 9, 2022

TO: Visual Arts Committee

FROM: John Lang, Economic Vitality Manager

SUBJECT: Vision Statement for a Public Art Strategy

PURPOSE

Develop a vision statement for the Mountain View Public Art Strategy.

BACKGROUND

Within the 2030 General Plan for Mountain View, there is a specific goal identified for Public Art. The Parks, Open Space, and Community Facilities, Goal 11 (POS-11), states, “a commitment to the visual arts that celebrate the diversity and aspirations of the City and are accessible to the entire community.” There is a single policy under the goal (Policy 11.1) which states, “encourage visual arts that celebrate the diversity and aspirations of the City and are accessible to the entire community.”

The Mountain View Public Art Strategy looks to expand on the General Plan land use goal and policy with specific strategies and actions which make art more accessible and available within Mountain View.

A next step in developing a Public Art Strategy is to develop a vision statement for the document. The Public Art Strategy is envisioned to be a 5- to 10-year document that will help inform policy and actions supporting art appreciation and availability of art throughout the community.

According to Stanford’s Graduate School of Business, a vision statement helps define key results yet to be achieved or accomplished and its impact on the community. A vision statement should reflect the unique character of Mountain View, including aligning with other guiding documents and policies for the City.

ANALYSIS

Staff has researched numerous Public Art Strategies and Master Plans that include vision statements. A matrix of vision statements is available in Attachment 1. Below are a few samples of public art vision statements from other communities.

City of Sunnyvale, CA:

Where all residents experience public art as part of their daily lives, celebrating the City's history, people and culture through connected neighborhoods and interesting and accessible gathering places.

City of Bowie, MD:

The public art program for the City of Bowie is to enrich the community by integrating a wide range of art into public spaces, with the recognition that art in a public setting is vital to a livable community.

City of Alexandria, VA:

Public Art in Alexandria is about the City's Past, Present and Future.

Public Art will: enrich the experience of Alexandria's past, celebrate the spirit of Alexandria's present, and shape the identity of Alexandria's future.

Public Art will enrich the experience of Alexandria's past: fostering exploration and generating dialogue about Alexandria's multiple and many-layered stories, and engaging the past in contemporary ways.

Public Art will celebrate the spirit of Alexandria's present: connecting people to art that enriches their lives, providing opportunities for people to have hands-on encounters with art, fostering conversation among people throughout the City, and creating whimsy and delight in everyday places.

Public Art will shape the identity of Alexandria's future: establishing a distinctive identity for Alexandria's evolving communities, enhancing parks, gathering places and neighborhood focal points, and enhancing new infrastructure and community facilities.

Colorado Springs, CO:

The City of Colorado Springs public art program reinforces Colorado Springs' reputation as a special cultural destination and state leader in the creative economy. The City's public art

collection is a legacy that will remain in place for future generations to enjoy and celebrate. The public process and resulting artwork will be a valuable catalyst to build community by enriching more neighborhoods and public spaces throughout the City, creating a sense of place, and celebrating our collective history. Public art will be integrated into all City initiatives, developments, and planning projects as standard practice.

Questions for the VAC Regarding a Vision Statement:

1. What vision statements resonate with the Committee and why (see Attachment 1 for additional examples)?
2. What words or concepts come to mind when thinking about art in public spaces in Mountain View?
3. Five years from now, what do you envision for art in public places in Mountain View?

NEXT STEPS

Staff has a few questions for the VAC to consider in determining a vision statement. Staff will take feedback from the Committee and return to the April 2022 VAC meeting with some proposed vision statements for consideration.

JL/4/CDD

819-03-09-22M-1

PUBLIC ART VISION STATEMENTS

City of Sunnyvale, CA:

Where all residents experience public art as part of their daily lives, celebrating the City's history, people, and culture through connected neighborhoods and interesting and accessible gathering places.

City of Bowie, MD:

The public art program for the City of Bowie is to enrich the community by integrating a wide range of art into public spaces, with the recognition that art in a public setting is vital to a livable community.

City of Emeryville, CA:

The Art in Public Places Program should enhance the quality of life through art, create opportunity for artists, and affirm the community identity of Emeryville.

City of Alexandria, VA:

Public art in Alexandria is about the City's past, present and future.

Public art will: enrich the experience of Alexandria's past, celebrate the spirit of Alexandria's present, and shape the identity of Alexandria's future.

Public Art will enrich the experience of Alexandria's past: fostering exploration and generating dialogue about Alexandria's multiple and many-layered stories, and engaging the past in contemporary ways.

Public art will celebrate the spirit of Alexandria's present: connecting people to art that enriches their lives, providing opportunities for people to have hands-on encounters with art, fostering conversation among people throughout the City, and creating whimsy and delight in everyday places.

Public art will shape the identity of Alexandria's future: establishing a distinctive identity for Alexandria's evolving communities, enhancing parks, gathering places and neighborhood focal points, and enhancing new infrastructure and community facilities.

San Diego, CA:

Our vision is that public art will one day join this list of remarkable attributes when one thinks of San Diego. Public art, over time, will transform the identity of San Diego. It will announce to

resident and visitor alike that they are in a place that cares about the quality of the built environment. In a time when public spaces are increasingly privatized and homogenized, public art becomes an important means by which a community can project a unique identity. Public art should intensify our relationship to the City and our sense of community with our fellow citizens. Public art must not be an afterthought, forced to decorate our public spaces and mitigate the impact of poorly planned urban spaces—usually at the end of a fragmented planning process. Instead, public art should be integral to community planning, thereby intensifying our experience of the public realm and opening up opportunities to create meaningful civic discourse for our citizens.

Colorado Springs, CO:

The City of Colorado Springs public art program reinforces Colorado Springs' reputation as a special cultural destination and state leader in the creative economy. The City's public art collection is a legacy that will remain in place for future generations to enjoy and celebrate. The public process and resulting artwork will be a valuable catalyst to build community by enriching more neighborhoods and public spaces throughout the City, creating a sense of place and celebrating our collective history. Public art will be integrated into all City initiatives, developments, and planning projects as standard practice.

Los Altos, CA:

The vision of the Los Altos Public Arts program is to enrich the lives of all Los Altos citizens through honoring its history, celebrating its culture, and creating rich experiences for residents and visitors through art in City planning initiatives, public spaces, and infrastructure.

Napa, CA:

The City of Napa recognizes that public art is an essential component of a thriving community, a livable city, and a world-class destination. It is committed to developing and maintaining a high quality, sustainable public art program that will benefit its current citizens and future generations.

Palo Alto, CA:

Public art reflects Palo Alto's people, diverse neighborhoods, the innovative and global character of its businesses and academic institutions, and the beauty of the natural environment.

Pasadena, CA:

Pasadena's public art is an integral part of the City, reinforcing its visual character, reflecting the strength of its cultural and educational institutions, responding to its urban design initiatives, and promoting dialogue across ethnic and generational lines. Public art reflects the direction of

Pasadena's General Plan, reinforces its design and development principles, reinforces neighborhood character, and contributes to a beautiful, sustainable and livable Pasadena.

Redwood City, CA:

Public Art should open the eyes of the viewer so that they see the City, public art, and the site of the artwork in a completely new and unexpected way each visit.

Santa Rosa, CA:

Public art will enrich civic life, give voice to Santa Rosa's unique creative spirit, and galvanize Santa Rosa's reputation as an arts destination.

Sugarland, TX:

Public art will beautify the City, strengthen community gathering places, and build Sugarland's reputation as an arts and culture destination.

JL/4/CDD
819-03-09-22ATT1