



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Jaime A. Valdez, Assistant City Manager

**PREPARED BY:** Blake Markum, Management Analyst

**SUBJECT:** Adoption of the City Public Art Policy and First Reading of an Ordinance Amending Section 2.08 and Section 17.50.070 of the City of Goleta Municipal Code both Entitled "Design Review Board"

**RECOMMENDATION:**

- A. Receive a report on updates to the draft Public Art Policy;
- B. Adopt Resolution No. 25-\_\_ entitled, "A Resolution of the City Council of the City of Goleta, California, Adopting a City Public Art Policy;"
- C. Designate the Design Review Board as the advisory body for the review of public art projects;
- D. Approve the addition of two auxiliary art advisory members to the Design Review Board who will review public art projects with three regular Design Review Board members as described in the staff report and detailed in the recommended ordinance amendments;
- E. Conduct first reading by title only and waive further reading of Ordinance No. 25-\_\_ entitled, "An Ordinance of the City Council of the City of Goleta, California, Amending Section 2.08 and Section 17.50.070 of the Goleta Municipal Code and Finding that the Ordinance is Exempt from the California Environmental Quality Act;" and
- F. Approve the accompanying documents as to form.

**BACKGROUND:**

On August 19, 2025, the City Council reviewed the draft Public Art Policy. The Council then directed staff to research options on several key aspects of the policy and return with additional information for Council's consideration.

The Council directed staff to investigate the cost of having the Santa Barbara County Office of Arts and Culture (Office of Arts and Culture) administer the public art program in lieu of City staff.

The Council offered several different options to serve in an advisory body capacity to review public art projects. The advisory bodies under consideration are the Design Review Board (DRB), Parks and Recreation Commission (Parks Commission), Public Engagement Commission (PEC), Historic Preservation Commission (HPC), and a potentially new ad hoc committee of the City Council and members of the public.

Finally, the Council also directed staff to investigate administrative and budgetary aspects of a potential public art program including 1) determining which entity (or entities) own utility boxes within the City, 2) providing a rough estimate of what typical public art projects such as murals and utility boxes cost per project, and 3) seeking sources of potential funding.

## **DISCUSSION:**

### **Program Administration**

The Office of Arts and Culture serves as the local governmental umbrella for arts and culture projects and programs within Santa Barbara County. Through the Office of Arts and Culture, the County partners with the City of Santa Barbara to coordinate support for arts and culture institutions, practitioners, programs, initiatives and projects. The Office of Arts and Culture provides administrative support to the County Arts Commission, the City of Santa Barbara Arts Advisory Committee, and the City of Santa Barbara Events & Festivals Committee.

Staff reached out to the Office of Arts and Culture to ask about the cost of administering a “bare bones” public art program for Goleta. The Office of Arts and Culture staff shared several insights and resources to help staff in designing the City’s program. They indicated that in order to provide an accurate cost assessment, they would need an in-depth needs assessment to provide a clearer sense of the scope of work.

As a point of comparison, the Office of Arts and Culture provided staff with a copy of their current contract with the City of Santa Barbara. The administrative fee for the Office of Arts and Culture’s coordination and administration of the City of Santa Barbara’s programs is \$222,023 for FY 2025-26. The services provided under this agreement include:

1. Supporting Santa Barbara’s Economic Prosperity and Growth Through Arts & Culture
2. Activating Public Space through the Arts
3. Increasing Equitable Access to Arts and Culture
4. Delivering Arts Policy, Planning, and Support Services
5. Administrative Services, Grantmaking, and Project Management

While this is a “full service” as opposed to a “bare bones” program, the cost of outsourcing administration would be a significant cost that would need to be accounted for in the City’s budget. Staff recommend the program be administered internally through the Planning and Environmental Review Department (PER) to mitigate the cost of the program and avoid delays in implementation. Staff further recommend reevaluating the administrative model after two years of operations and returning to Council with a comparative analysis of internal administration versus potential outsourcing.

### **Selection of an Advisory Body**

Based on Council’s feedback from the August 19, 2025, City Council meeting, staff explored which advisory body is best suited for reviewing public art projects. The following table lists “pros” and “cons” for the various potential advisory bodies under consideration.

**Table 1 – Potential Advisory Body Pros and Cons**

<b>Advisory Body</b>	<b>Pros</b>	<b>Cons</b>
<b>DRB</b>	<ul style="list-style-type: none"> <li>• Members are recruited for skill in reading and interpreting architectural and landscape drawings and able to judge the effects of a proposed building, structure, landscaping or sign upon the desirability and development of surrounding areas</li> <li>• There are established process and fees in place for PER to bring projects to the DRB.</li> <li>• PER has expertise in administering the complex permitting process.</li> <li>• DRB has significant subject-matter overlap with the review of artistic projects and installations.</li> </ul>	<ul style="list-style-type: none"> <li>• Formality of the DRB review process may be intimidating to prospective artists.</li> <li>• Not all professional members of the DRB are required to be City residents.</li> <li>• Members are not experts in artistic expression.</li> </ul>

<b>Parks Commission</b>	<ul style="list-style-type: none"> <li>• Members are recruited to have an interest or expertise in the social, educational or recreational needs of childhood, youth, teen, adult and/or senior populations.</li> <li>• Public art could be considered an amenity, so the Parks Commission members would be familiar with this process.</li> <li>• Review process may seem less formal promoting artistic creativity.</li> </ul>	<ul style="list-style-type: none"> <li>• Establishing a new process and any associated fees would be a significant burden to Neighborhood Services staff.</li> <li>• Members are not experts in artistic expression.</li> <li>• Subject matter expertise does not have significant overlap with aesthetic or artistic review.</li> </ul>
<b>PEC</b>	<ul style="list-style-type: none"> <li>• Members are recruited to have demonstrated interest, competence, or knowledge in community engagement or community relations.</li> </ul>	<ul style="list-style-type: none"> <li>• Establishing a new process and any associated fees would be a significant burden to Community Relations staff.</li> <li>• Members are not experts in artistic expression.</li> <li>• Subject matter expertise does not have any overlap with aesthetic or artistic review.</li> </ul>
<b>HPC</b>	<ul style="list-style-type: none"> <li>• Members are recruited for knowledge/expertise history, archaeology, and other related fields, may have knowledge of Goleta history, and/or are members of local Chumash tribal group(s).</li> <li>• There are established processes and fees in place for PER to bring projects to the HPC.</li> <li>• PER has expertise in administering the complex permitting process.</li> </ul>	<ul style="list-style-type: none"> <li>• Not all members of the HPC are required to be City residents.</li> <li>• Members are not experts in artistic expression.</li> <li>• Subject matter expertise does not have significant overlap with aesthetic or artistic review.</li> </ul>

<b>Public Art Ad Hoc Committee</b>	<ul style="list-style-type: none"> <li>• Allows the City the opportunity to recruit members of the public with specific interest or expertise in art.</li> <li>• Formed on an ad hoc basis - cost of supporting the committee would be lower than creating and supporting a Public Art Commission.</li> </ul>	<ul style="list-style-type: none"> <li>• There is no established support for the committee.</li> <li>• Establishing a new process and any associated fees would be a significant burden to the department selected to support.</li> <li>• Added administrative burden to support committee for whichever department is selected.</li> </ul>
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### Staff Recommendation

Based on extensive analysis, staff recommends Council select the DRB as the advisory body on public art projects for several reasons. First, PER has expertise in administering the complex permitting process for applications for development on private properties. Since the public art policy establishes the process for art projects on both public and private developments, and any public art project will involve permitting, considerations, PER's expertise in this area makes it well suited for administering the program. Second, there are already established processes and fees in place for PER to bring projects to the DRB. This helps alleviate the added administrative burden of establishing a new process. Finally, the DRB has significant subject matter overlap with the review of artistic projects and installations.

As established in the Goleta Municipal Code (GMC), members must be able to judge the impact of a design on the desirability of the surrounding areas. This involves judgment of a project's aesthetic architectural value in addition to considerations of size bulk and scale. The public art policy makes this connection explicit with the provision that the advisory body shall review and evaluate the acceptability of proposed artwork based on appropriateness of scale, form, material, content and design relative to the site among other criteria.

However, as noted in Table 1, there are some potential drawbacks associated with review by the DRB to be mitigated. First, the DRB is comprised of both professional and lay members. Because some of the members are professionals, the formality of the DRB review process may be somewhat intimidating to prospective artists. Second, not all members of the DRB are residents of the City. The City has an interest in promoting a public art program that is distinctively "Goleta", so having non-residents weigh in on public art projects may dampen Goleta's voice in the process. Finally, as with all the other existing advisory bodies, members of the DRB are not experts in art or artistic expression.

To remedy this, staff propose modifications to the DRB composition when reviewing public art projects. First, staff recommend that two additional auxiliary members be added to the DRB to advise solely on prospective public art projects. These members would be Goleta residents and would specifically be recruited for their expertise in art or artistic expression. As provided in the accompanying ordinance, auxiliary members would be appointed by the Mayor with Council approval pursuant to the City's standard

board and commission appointment process. When a prospective public art project comes before the DRB, these members would be called in to provide input as part of the DRB's advisory review. As Goleta residents, they would be able to provide a Goleta-specific perspective and would be able to provide their artistic expertise in the DRB's final recommendation. Second, staff recommend that when conducting public art review, only three of the regular DRB members be assigned to review and provide input on the process. The three regular members will be assigned to public art review at the discretion of PER staff. This will mitigate the perceived formality of the process to help promote artistic expression by reducing the number of reviewing members from seven to five.

If the Council approves staff's recommendations and adopts the Public Art Policy and the accompanying ordinance, staff may return with additional ordinances or resolutions to make updates to the appropriate municipal code sections and board/commission rules and regulations.

### **Utility Box Ownership**

Per Council's request, staff researched utility boxes within the City to determine their ownership. The utility boxes are owned by a variety of entities including the City, Caltrans, Southern California Edison, and other entities such as internet service providers.

The City owns a total of 36 traffic signal utility boxes which are distributed throughout the City. For boxes not owned by the City, the City would need to enter into agreements with the box owners to allow for installation of public art.

### **Next Steps and Preliminary Implementation Plan**

If Council adopts the Public Art Policy and introduces the accompanying ordinance, staff will move forward with phased implementation of the program. Below is a high-level summary and subject to change.

In Fall 2025, staff will focus on finalizing draft materials. This will include publishing a webpage program, the adopted policy, standardized application and agreement forms (Attachment 3 and 4), and FAQs, along with finalizing workflow and intake checklists to provide clear guidance for both applicants and staff.

During Winter 2026, recruitment will begin for the two auxiliary art advisory members to join the DRB. In parallel, staff will prepare a standardized call-for-artists template and develop an outreach plan.

In Spring 2026, associated program fees will be brought forward as part of the annual fee schedule update. This will establish an administrative framework for cost recovery, waivers, and any subsidies consistent with Council direction.

## **FISCAL IMPACTS:**

### **Program Costs**

Total program costs depend on the size and number of public art projects the City engages in. Project costs vary depending on the type and size, and will include installation and material costs, the artist's payment (as established in the artist's agreement), administrative costs to PER, permitting, monitoring and inspection of the final project, and maintenance. As the program develops and projects begin to come forward, staff can conduct additional research on the cost of typical projects such as murals, utility box wraps, mosaics, and sculptures.

In addition, the auxiliary art advisory members appointed to the DRB will receive \$75 per meeting, consistent with the existing compensation rates established by Council for all DRB members.

### **Fee Schedule**

The fee for review of public art on private property will be established in the annual fee schedule update for FY 2026-27. The fee could be established to account for full cost recovery for the administrative costs of application receipt and review, hearing preparation, etc., in alignment with the established fees for design review or could be set at a level which balances the public benefit of the installation of the art with the City's cost considerations, or may be tiered to balance cost recovery with the public benefit of small-scale installations such as with utility boxes. Per Council's direction at the August 19, 2025, City Council meeting, the art review fee would be waived for public art projects commissioned by or otherwise funded by the City, in which the General Fund would absorb the cost in recognition of the public benefit provided by City-initiated art installations. Further discussion on fees will happen during that process.

### **Funding Sources**

Staff have conducted preliminary research regarding sources of non-City funding for public art. There are several sources of grant funding at the state and federal levels including the National Endowment for the Arts (NEA) and the California Arts Council. These grant funds typically include matching requirements which can be met with a combination of in-kind and cash resources as stipulated by the awarding agency's grant agreement.

For example, the NEA's Grants for Arts Projects (GAP) program provides grant funding for local governments to fund a variety of public art projects. Applicants may request an amount between \$10,000 and \$100,000 carry a 1:1 cost-share/matching requirement. Sources may include both cash and in-kind matching.

Additionally, staff could pursue sponsorship or collaborative opportunities for public art projects with local companies, nonprofit organizations, and philanthropic funds. Staff's initial research into public-private partnerships yielded many different examples and models.

Once the policy is adopted, staff can conduct additional project-specific research to pursue non-City sources of funding.

**ALTERNATIVES:**

The Council may direct staff to pursue a contract with the Office of Arts and Culture for administration of the City's public art program. If directed to pursue this direction, the Office of Arts and Culture has requested the City conduct a comprehensive needs assessment to lay out a realistic picture of the scope and needs of the program. The Office of Arts and Culture indicated they would not have the capacity to facilitate this needs assessment, and suggested the City engage a consultant to conduct the assessment. If the City contracts with the Office of Arts and Culture, their potential services could include arts policy development, planning and other support services, administrative services, grantmaking, and project management services for all public art projects.

The Council may also select an alternative advisory body and direct staff to return with a revised Public Art Policy and accompanying Ordinance and documents for adoption by the City Council. If the Council elects to choose this option, staff recommends the Council's motion include the selection of the alternative advisory body in addition to any proposed alterations to the body's scope/structure to allow for greater speed in returning to Council with a policy for adoption.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager



**ATTACHMENTS:**

1. Resolution No. 25-\_\_, "A Resolution of the City Council of the City of Goleta, California, Adopting a City Public Art Policy"  
  
Exhibit A – Public Art Policy
2. Ordinance No. 25-\_\_, "An Ordinance of the City Council of the City of Goleta, California, Amending Section 2.08 and Section 17.50.070 of the Goleta Municipal Code and Finding that the Ordinance is Exempt from the California Environmental Quality Act"
3. Goleta Municipal Code Section 2.08 and 17.50.070 Redline
4. Template – Artist Application
5. Template – Artist's Agreement
6. Staff Presentation

## **ATTACHMENT 1**

Resolution No. 25-\_\_ “A Resolution of the City Council of the  
City of Goleta, California, Adopting a City Public Art Policy”

**RESOLUTION NO. 25-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF GOLETA, CALIFORNIA ADOPTING A CITY  
PUBLIC ART POLICY**

**WHEREAS**, the City Council wishes to support programs that enhance quality of life in the Goleta community such as recreation, public safety, human services, and cultural arts; and

**WHEREAS**, the City Council wishes to further this goal by establishing a public art policy to provide a framework for the City's Public Art Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA, AS FOLLOWS:**

**SECTION 1**

The City Council hereby establishes the City's Public Art Policy by adopting the principles and guidelines attached in Exhibit "A".

**SECTION 2**

The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** this \_\_ day of \_\_ 2025.

\_\_\_\_\_  
PAULA PEROTTE  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

\_\_\_\_\_  
ISAAC ROSEN  
CITY ATTORNEY

STATE OF CALIFORNIA            )  
COUNTY OF SANTA BARBARA    )       ss.  
CITY OF GOLETA                 )

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO  
HEREBY CERTIFY that the foregoing Resolution No. 25-\_\_ was duly adopted by  
the City Council of the City of Goleta at a regular meeting held on the \_\_ day of \_\_,  
2025 by the following roll call vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

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DEBORAH S. LOPEZ  
CITY CLERK

## **ATTACHMENT 1 EXHIBIT A**

### City of Goleta Public Art Policy



## **CITY OF GOLETA PUBLIC ART POLICY**

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## **Section I. Purpose and Application**

- A. The purpose of the Public Art Policy is to:
  - 1. Establish the City's Public Art Program.
  - 2. Articulate the City's vision for public art in the community.
  - 3. Support the installation of artwork in public spaces and in private developments.
  - 4. Institute approval procedures and guidelines for public art projects.
  - 5. Establish the City Council as the approval body for public art projects.
  - 6. Establish the Design Review Board as the primary advisory body for public art projects.
  - 7. Institute a process for accepting loans or donations of public art for display in City facilities.
  - 8. Encourage public engagement in the public art process.
  - 9. Provide recommended guidelines for art installations in private developments.
- B. This policy applies to works of public art displayed in or at City-owned, managed, or administered facilities (including but not limited to city buildings, libraries, branch libraries, parks, and park facilities) in areas designated as public areas, or public assembly areas; on the exterior of City-owned facilities; in other City-owned areas or public rights of way under the jurisdiction of the City; on non-City-owned property, if the work of art is installed or financed, wholly or in part, with City funds or grants procured by the City; or on non-City owned property when the work of art is visible from the public right-of-way.
- C. This policy may be subject to updates and changes through action of the City Council.
- D. No part of this policy shall conflict with any City ordinance, code or other laws or regulations. In the event of any conflict between this policy and applicable provisions of the Goleta Municipal Code, other City ordinances, or any state or federal laws or regulations, those laws, regulations, and ordinances shall control.

## **Section II. Definitions**

- A. "Acquisition" shall mean inclusion of an artwork in the City's art collection whether by purchase, commissioning or donation.
- B. "Artist" shall mean an individual generally recognized by critics and peers as a professional practitioner of the visual arts as judged by the quality of the professional practitioner's body of work, educational background and experience, past public commissions, sale of works, exhibition record, publications, and production of Artwork.
- C. "Artist Agreement" shall mean a written contract between the City and the artist that outlines the scope of work, project budget, timeline, insurance and indemnity requirements, intellectual property rights, maintenance responsibilities, and other terms for the commissioning or acquisition of a work of art.

- D. "Deaccession" shall mean the permanent removal of a work of art from the City's collection through transfer, sale, exchange, or disposal, consistent with the procedures in this policy.
- E. "Donation" shall mean a voluntary and unconditional transfer of ownership of a work of art to the City without compensation
- F. "Loan" shall mean a temporary provision of a work of art to the City without transfer of ownership, for a fixed term or specific exhibit.
- G. "Temporary Artwork" shall mean a work of art intended for display for a limited duration, as specified in a loan agreement, permit or contract.
- H. "Maintenance Plan" shall mean a document prepared by the artist or owner that describes the materials, finishes, expected lifespan, and recommended care schedule for a work of art, along with estimated annual maintenance costs.
- I. "Public Art" refers to works of art located in or at City-owned facilities (including city buildings, parks, and park facilities) in areas designated as public area or public assembly areas; on the exterior of City-owned facilities; in other City-owned areas or public rights of way under the jurisdiction of the City; on non-City-owned property, if the work of art is installed or financed, wholly or in part, with City funds or grants procured by the City; or on non-City owned property when the work of art is visible from the public right-of-way.
- J. "Public Art Fund" shall mean a dedicated account, if established by City Council, to receive and expend funds for the design, fabrication, installation, conservation, and administration of public art projects and programs.
- K. "Temporary Artwork" shall mean a work of art intended for display for a limited duration, as specified in a loan agreement, permit or contract.
- L. "Work of Art" or "artwork" includes, but is not limited to, sculpture, monument, mural, fresco, bas-relief, mobiles, photography, drawing, handcrafts, painting, fountain, landscape composition artwork, banners, mosaic, ceramic, weaving, carving, and stained glass. "Work of art" is the creative result of individual or group effort, is unique, and is normally not mass-produced or intended primarily for a commercial market. "Work of art" does not normally include landscaping, paving, architectural ornamentation, or signs.



## **Section III. Administration**

### **Public Art Projects**

Proposed public art projects shall be administered through the Planning and Environmental Review Department ("Planning Department"). Applications for Public Art Projects (whether City-funded or associated with private development) must be submitted to the City's Planning Department. The Planning Department will conduct an intake and completeness review. The projects shall be presented to the City's Design Review Board, which shall make a recommendation to the City Council for final determination.

While conducting an advisory Public Art Review, the Design Review Board shall be composed of three regular members of the DRB as defined under § 2.080.050 assigned to public art review at the discretion of Planning Department staff with the addition of two auxiliary Art Advisory Members defined under § 2.080.050(F).

Any public art project subject to this review shall also be subject to any and all permitting and review requirements associated with the project including, but not limited to, review by the Planning Commission and Historic Preservation Commission.

### **Exhibit and Display at City Facilities**

The exhibit and display of materials at public facilities shall be administered by site staff as outlined in **Section V** of this policy.

## **Section IV. Commissioned Public Art**

For public art pieces financed with City funds or directly commissioned by the City, artists should meet the qualification requirements described below. Artists' past public art commissions, including the contract amount paid to the artist, will be verified by the City as part of the artist approval process.

For City commissioned artwork, the City shall issue a request for proposal (RFP) for artwork at a particular site. The criteria of the RFP may include, but are not limited to descriptions of the desired artwork in type of artwork, size, theme, and location.

### **Artist Qualifications:**

Typically, an artist should be recognized by critics and peers as a professional practitioner of visual arts. To assess the qualifications of an artist, the City may consider the following:

- Artist's body of work
- Educational background or apprenticeship in visual arts

- Formal training in proposed medium
- Past and current large scale (5 feet or larger) commissions
- Sales of work
- Art exhibition records
- Publications

Artists also should also demonstrate experience in the following areas:

- Successful collaborations with cities or other organizations
- Meeting deadlines
- Negotiating and contracting their work responsibly
- Conceptualizing, designing, fabricating, and installing large-scale outdoor artwork similar in scope to the proposed public art
- The ability to demonstrate long-term outdoor durability of selected materials

Artists shall have the experience and expertise to create site-specific public art after consideration of contextual issues related to the project site including:

- Architectural style
- Future use and users of the project site
- The community at large
- The proposed artwork in terms of its placement
- Relationship and relevance to the current and/or historical identity of the site

Artists will be solicited and evaluated through an inclusive and transparent selection process. Hallmarks of the artist selection process will be to clearly communicate the goals of the project, seek the highest quality and integrity in the artwork, and select an artist(s) who will best respond to the distinctive characteristics of the site. All commissioned artwork requires adherence to the evaluation and selection procedures set forth in this policy.

## **Section V. Review and Approval Process – City-Funded/City-Owned Art**

The following shall apply to public art in or at City-owned facilities (including city buildings, parks, and park facilities) in areas designated as public areas, or public assembly areas; on the exterior of City-owned facilities; in other City-owned areas or public rights of way under the jurisdiction of the City; and on non-City-owned property, if the work of art is installed or financed, wholly or in part, with City funds or grants procured by the City.

## **A. Application and Selection Process**

The applicants for the proposed artwork shall complete and submit a Public Art Application to the Planning Department. The following shall be required as part of the Public Art Application:

- Name and contact information of the artist
- Information establishing the artist's qualifications as described above
- Location/Site Plan
- Depiction of Artwork (Drawing/ Picture)
- Written description of Artwork/Media
- Specifications and Dimensions
- Materials and Finishes
- Colors
- Electrical or Plumbing Requirements
- Construction and Installation Method
- Budget
- Timeline
- If the artwork is located on private property, the application must include:
  - The name and contact information of the property owner
  - The signature of the property owner or a letter authorizing submittal of the application by the property owner

Applicants may also submit letters from the community expressing support for the artwork and associated project.

## **B. Presentation to the Design Review Board**

Artists will be scheduled to present the proposed artwork to the Design Review Board ("DRB") as an agenda item at a regular meeting of the DRB.

The artist is expected to present the actual artwork, a model of the artwork, or scale drawings of the proposed piece. If it is not possible to bring the actual artwork for review, a photograph of the artwork may be used.

The DRB will review the proposal, consider the presentation, and make a recommendation. If the proposal and presentation do not provide the DRB with sufficient information to make a recommendation, the DRB may postpone the recommendation until further information is provided.

The following criteria shall be used by the DRB to review and evaluate the proposed artwork:

- **Quality** – the proposed materials and craftsmanship demonstrate technical expertise in the selected medium.
- **Style** – An artwork shall be compatible in scale, materials, form, and content with its surroundings.
- **Permanence** – Due consideration shall be given to structural/ surface soundness, resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.
- **Public Liability** – Each artwork shall be examined and approved for safety conditions and factors which may relate to public liability. No artwork shall be approved that, as proposed, would create an objective risk to public health, safety, or welfare. Such objective risks, include, but are not limited to potential hazards or distractions to motorists, like the use of reflective materials, design features that violate the City's regulations related to illumination and lighting, or the creation of other public nuisances.
- **Feasibility** – Each artwork shall be reviewed for realistic completion and installation, and ability to be completed within the project budget, with a 10% contingency.
- **Duplication** – To assure the artwork is an original, the artist shall warrant the artwork as unique and an edition of one, unless stated to the contrary.
- **Durability/Longevity** – Appropriateness of proposed materials in regard to structural and surface integrity, public safety, and weathering and its protection against theft and vandalism.
- **Responsiveness to Request for Proposal (City Commissioned Artwork Only):** The proposed artwork's responsiveness to the desired theme and other criteria set forth in the City's RFP for commissioned artwork.
- **Art Content** – Art installation proposals shall not include designs that would be considered obscene, advocate imminent lawless action, include copyrighted content without permission of the copyright holder, or defamatory content. Nor shall designs include elements that act as a commercial advertisement. Proposals containing any signage elements, including but not limited to references to products or services sold on the site itself, are subject to the City's sign regulations (Goleta Municipal Code Section 17.40 Signs.)

### **C. Site Selection**

When determining a potential site for public artwork, the following shall be considered:

- The relationship and compatibility of the artwork and site in terms of physical dimensions, social dynamics, local character, and surrounding context of the

existing or planned site

- Historical context of the site
- Theme and relevance to the community and the site
- Visibility of the site by the public
- Public safety
- Improvements made or proposed to the design of an area
- Vehicular and pedestrian traffic patterns
- Accessibility
- Site design including landscaping, drainage, security, maintenance, grading, and lighting
- Relationship of proposed artwork to existing artwork
- Environmental impact(s)
- Impact on adjacent property owners
- Impact on operation functions (i.e., police, fire, parks and recreation, public works)
- Potential for vandalism

The following criteria and factors will be considered for proposed placement of the artwork in addition to site selection criteria:

- Visibility
- Lighting
- Public Safety
- Impact to facility and programs
- Traffic (interior, exterior, foot, and auto)
- Location (relationship to facility, architecture, and natural setting)
- Future development plans of facility and area
- Impact on community and neighborhood
- Installation and maintenance

#### **D. Review and Recommendation to the City Council for Approval**

The Design Review Board will form an initial recommendation and forward its recommendation to the City Council for consideration of the proposed artwork and final site location. All sketches, designs, photographs, precise plans, art examples, and similar items on artistic matters will be transmitted to the City Council as a matter of course in conjunction with projects before them.

The City Council will consider the DRB's recommendations and will exercise its own judgment in their review. The final decision for the project shall be made by the City Council to accept, accept with conditions, request revisions to, or reject the recommendation.

## **E. Installation and Maintenance**

Artists whose art is approved for public installation shall enter into an agreement with the City, which may include but are not limited to the following:

- Any artwork that is commissioned, gifted, or donated and accepted by the City Council and installed on City property becomes the property and responsibility of the City, unless otherwise stated in the agreement with the artist or donor.
- Installation of artwork is the responsibility of the participating artist or artwork sponsor/organization unless otherwise determined by the City Manager or their designee. A plan for installation and a timeline must be submitted to the Planning Department and shared with the Public Works Department, the General Services Department, and/or the Neighborhood Services Department as appropriate depending on the nature and location of the artwork, prior to permission being granted for installation. Installation must be supervised by City employees or their designees. Any damage to City facilities during installation is the responsibility of the artwork donor and/or artist.
- Artwork shall be installed and sited in a manner that ensures public access, and will be installed to the satisfaction of the City of Goleta and its officials.
- City insurance requirements must be met prior to installation of artwork.
- Routine maintenance of the artwork after installation will be the responsibility of the City, except when the art is located on private property. City staff will conduct yearly audits of all City owned artwork to determine its condition and maintenance needs. It is the responsibility of the artist or donor to provide City staff with detailed maintenance plan for the artwork, and City staff will attempt to maintain the artwork pursuant to the maintenance plan, subject to practicability, public safety priorities, public accessibility, and other City policy considerations.
- Artist compensation shall be established and be tied to a clearly defined and agreed upon schedule of performance.

## **Section VI Review and Approval Process – Public Art on Private Developments**

The following process shall apply to art on non-City owned property that is visible from the public right-of-way but is not installed or financed, wholly or in part, with City funds or grants procured by the City

### **A. Application Process**

The applicants for the proposed artwork shall complete and submit a Public Art Application to the Planning Department. Information required during this initial phase will be:

- Name and contact information of the artist
- Information establishing the artist's qualifications as described above
- Location/Site Plan

- Depiction of Artwork (Drawing/ Picture)
- Written description of Artwork/Media
- Specifications and Dimensions
- Materials and Finishes
- Colors
- Electrical or Plumbing Requirements
- Construction and Installation Method
- Budget
- Timeline
- The name and contact information of the property owner
- The signature of the property owner or a letter authorizing submittal of the application by the property owner
- Draft covenants, conditions and restrictions (CC&Rs) to be recorded with the County Recorder prior to the time when work begins on the project, which require the property owner, their successor in interest, and their assignees to:
  - Maintain the public art in good condition so as not to create a public nuisance
  - Indemnify, defend and hold the City and related parties harmless from any and all claims or liabilities from the public art, in a form acceptable to the City Attorney

Applicants may also submit letters of support from the community expressing support for the artwork and associated project.

## **B. Approval Process**

The proposed public art project will be subject to all applicable permitting and design review processes including Design Review Board, Planning Commission, and/or Historic Preservation Commission review.

The DRB shall use the criteria below when reviewing the proposed artwork:

- **Quality** – the proposed materials and craftsmanship demonstrate technical expertise in the selected medium.
- **Style** – An artwork shall be compatible in scale, materials, form, and content with its surroundings.
- **Permanence** – Due consideration shall be given to structural/ surface soundness, resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.
- **Public Liability** – Each artwork shall be examined and approved for safety conditions and factors which may relate to public liability. No artwork shall be approved that, as proposed, would create an objective risk to public health, safety, or welfare. Such objective risks, include, but are not limited to potential hazards or distractions to motorists, like the use of reflective materials, design features that violate the City's regulations related to illumination and lighting,

or the creation of other public nuisances.

- **Feasibility** – Each artwork shall be reviewed for realistic completion and installation, and ability to be completed within the project budget, with a 10% contingency.
- **Duplication** – To assure the artwork is an original, the artist shall warrant the artwork as unique and an edition of one, unless stated to the contrary.
- **Durability/Longevity** – Appropriateness of proposed materials in regard to structural and surface integrity, public safety, and weathering and its protection against theft and vandalism.
- **Art Content** – Art installation proposals shall not include designs that would be considered obscene, advocate imminent lawless action, include copyrighted content without permission of the copyright holder, or defamatory content. Nor shall designs include elements that act as a commercial advertisement. Proposals containing any signage elements, including but not limited to references to products or services sold on the site itself, are subject to the City's sign regulations (Goleta Municipal Code Section 17.40 Signs.)

### **C. Site Selection**

The applicant shall consider the following when determining a potential site for public artwork.

- The relationship and compatibility of the artwork and site in terms of physical dimensions, social dynamics, local character, and surrounding context of the existing or planned site
- Historical context of the site
- Theme and relevance to the community and the site
- Visibility of the site by the public
- Public safety
- Improvements made or proposed to the design of an area
- Vehicular and pedestrian traffic patterns
- Accessibility
- Site design including landscaping, drainage, security, maintenance, grading, and lighting
- Relationship of proposed artwork to existing artwork
- Environmental impact(s)
- Impact on adjacent property owners
- Impact on operation functions (i.e., police, fire, parks and recreation, public works)
- Potential for vandalism



The following criteria and factors will be considered for proposed placement of the artwork in addition to site selection criteria:

- Visibility
- Lighting
- Public Safety
- Impact to facility and programs
- Traffic (interior, exterior, foot, and auto)
- Location (relationship to facility, architecture, and natural setting)
- Future development plans of facility and area
- Impact on community and neighborhood
- Installation and maintenance

#### **D. Installation and Maintenance**

The installation and maintenance of public art on private property shall be the responsibility of the property owner, their successor in interest, and/or their assignees.

### **Section VII. Accession and Deaccession of Art**

#### **Accession**

In addition to temporary exhibits of public art, the City may accept donations of art for accession to its public art collection. All donations of public art shall be conducted in accordance with the City's Donation and Gift Policy.

Any artwork that is gifted or donated to the City and installed on City property becomes the property and responsibility of the City of Goleta.

Installation of artwork is the responsibility of the participating artist or artwork sponsor/organization unless otherwise determined. A plan of installation and timeline must be submitted to the City Manager's Office and shared with the General Services Department, prior to permission being granted for installation. Installation must be supervised by City employees or their designees. Any damage to City facilities during installation is the responsibility of the artwork donor and/or artist.

Artwork shall be installed and sited on City owned or managed property in a manner that ensures public access. Artwork will be installed to the satisfaction of the City of Goleta and its officials.

City insurance requirements must be met prior to installation of artwork.

Routine maintenance of the artwork after installation will be the responsibility of the City. City staff will conduct yearly audits of all City owned artwork to determine its condition and maintenance needs. It is the responsibility of artists, donors, and lessors to provide

City staff with detailed maintenance instructions for artwork.

## **Deaccession**

Removing a piece of artwork from City property (“Deaccessioning”) is a sensitive matter and should be managed according to clear criteria. The deaccessioning of art shall be administered through the City Manager’s Office. The City shall review the entire public art collection at regular intervals to assess its conditions. Deaccession shall be cautiously applied only after careful and impartial evaluation of the artwork to avoid the influence of fluctuations of taste and the premature removal of artwork from the collection. This policy applies to permanent artwork in the City’s collection existing as of the date of this policy and prospectively; it is not intended to apply to “Temporary Artworks” which will be addressed in a separate policy or agreement.

## **Deaccessioning Policy**

- Any proposal for deaccession of an artwork may be initiated by City staff, City Council, the Artist(s), Artist’s designated heirs or legally appointed representatives.
- At regular intervals, at least annually, the City’s artwork collection shall be evaluated to determine the condition of each piece of artwork and determine whether deaccession is necessary for any of the pieces.
- The City Council shall review deaccession recommendations made by City staff and make final determinations on the request.

## **Eligibility for Deaccession**

Any artwork owned by the City shall be eligible for deaccession with the exception of artwork that is accompanied by verified legal stipulations that the artwork may not be deaccessioned. During the review process, artwork shall remain accessible to the public in its existing location unless it poses a threat to public safety.

Artwork may be considered for review toward deaccession if one or more of the following conditions apply:

1. The artwork’s physical or structural condition poses a threat to public safety.
2. The artwork requires excessive maintenance, has faulty design or workmanship, and repair or remedy is impractical or unfeasible.
3. The artwork has been damaged, and repair or remedy is impractical or unfeasible.
4. The condition or security of the artwork cannot be reasonably protected.
5. Significant, adverse public reaction to the artwork has continued unabated for a period of five years or more.
6. The artwork is proved to be inauthentic or in violation of existing copyright laws.
7. The artwork has exceeded its expected lifespan at the time of creation.

8. No suitable site is available for relocation or exhibition, or significant changes in the use, character or design of the site have occurred which affects the integrity of the artwork.
9. The site where the work is located is undergoing privatization, or redevelopment or improvement for a public purpose.
10. A written request from the artist has been received to remove the work from public display.

## **Procedure**

Deaccession shall begin with a formal deaccession request which can be initiated by City staff, City Council, the Artist(s), Artist's designated heirs or legally appointed representatives. The deaccession request shall be submitted to the City Manager's Office and shall describe the applicable conditions outlined in the guidelines above, and the reasons why the deaccession review should be undertaken. A deaccession request must also contain information about the requestor's relationship to the artwork and stake in deaccessioning the artwork.

Deaccession requests shall be reviewed by City Manager's Office staff, who shall make every reasonable effort to contact the artist who created the artwork and/or any other known parties with a vested interest in the artwork.

When artwork is proposed for deaccession, staff shall place the matter on the City Council's agenda consideration. In presenting the deaccession request, City staff will provide all available relevant corresponding materials to the City Council, including but not limited to:

1. Artist's name and biographical information.
2. A written description and images of the artwork.
3. Artist's statement about the artwork named in the deaccession request.
4. A description of the selection/acquisition process and related costs that were implemented at the time the artwork was selected.
5. The valuation of the artwork provided in the donation acceptance form.
6. Information about the origin, derivation, history, and past ownership of the artwork.
7. Information about and images of the artwork's site.
8. Information about how community feedback about the artwork was collected and the outcome of that feedback.
9. A detailed budget for all aspects of conservation, maintenance, repair, removal, relocation, installation, operation, insurance, storage, and City staff support.
10. Deed or gift restrictions, if any.

The City Council shall accept with or without conditions, or reject the deaccession request based on the deaccession criteria described in this policy.

## Deaccession Criteria

1. **Artistic Excellence:** Qualifications and professional reputation of the artist; craftsmanship, conceptual content, style, form.
2. **Value of Artwork:** as determined by a professional appraiser, if available.
3. **Relationship to Existing Collection of Artwork:** Style, form, scale, diversity, quantity, quality, longevity, and compatibility with the existing collection of artwork and goals of the Public Art Program.
4. **Availability of City Support:** The availability of necessary funding for conservation, maintenance, and/or repair; exhibition and storage space; real property for siting artwork; and staff support.
5. **Relationship to Site:** Accessibility, public safety, and social, cultural, historical, ecological, physical, and functional context of the artwork in relation to the site, both existing and planned.
6. **Legal Considerations:** Issues related to liability, insurance, copyright, warranties, ownership, theft, vandalism, loss, indemnification, and public safety. The City Attorney shall review the recommendation of the City staff to determine whether there are any known legal restrictions that would prevent deaccessioning the artwork. The City Attorney's approval must be obtained prior to deaccessioning and artwork.
7. **Timing:** Safety or hazard emergencies, relevant construction schedules, and the allowance of sufficient time for a normal review process.
8. **Acquisition Process:** Method by which the artwork was acquired and accessioned into the collection of artwork (i.e. donation, loan, commission).
9. **Community Feedback:** Community feedback about the artwork, its site, and its condition solicited during the publicly-noticed meeting City Council meeting.
10. **Restrictions:** Any recognized restrictions associated with the artwork.

## Disposition

The City will take one of the following actions regarding the disposition of the deaccessioned artwork:

1. **Exchange:**
  - An exchange may be made with the artist, a gallery, museum, or other institution for one or more artwork(s) of comparable value by the same artist. The artist will be given the first opportunity to exchange the artwork.
2. **Transfer:**
  - The artist or donor will be given priority for the transfer of ownership through either donation or sale.
  - The artwork, or any part of the artwork, can be donated to the artist, the original donor, a non-profit organization or a conservator or scholar for educational purposes.
  - The work may be sold through auction, gallery resale, or direct bidding by individuals, in compliance with city policies concerning surplus property.

### 3. **Relocation:**

- An artwork may be relocated to another location within the City if its current location is no longer suitable for whatever reason.
- City staff will determine a new appropriate location for the artwork based on a list of pre-determined locations for siting artwork in the City.

### 4. **Destruction / Disposal**

- An artwork may be destroyed when it has deteriorated or been damaged, and the cost of repair is disproportionate to the value or when repair is unfeasible. Options for recycling will be pursued when possible.

## **Section VIII. Mural Design Recommendations**

The City wishes to promote best practices regarding the installation of murals on private properties. Murals installed as part of a public art installation owned, financed, or commissioned by the City that fall under the definition of “public art” provided in **Section II** of this policy, are subject to the review and approval process and guidelines in **Section IV** and **Section V**. Additionally, murals shall not serve as commercial advertisements. Any murals containing commercial signage elements are subject to the provisions of the City’s sign regulations (Goleta Municipal Code Section 17.40 Signs.)

The following mural design guidelines are meant to provide guidelines for public-facing murals on private property and are not binding. The City recommends these guidelines be taken into consideration to ensure the best possible results. In addition, any mural on private property must comply with the Zoning Code (Goleta Municipal Title 17) and the property’s development permits.

1. No part of a mural should exceed the height or width of the structure to which it is tiled, painted or affixed.
2. No part of a mural should extend more than six (6) inches from the plane of the wall upon which it is tiled, painted or affixed.
3. No mural should be placed over the exterior surface of any building opening, including, but not limited to, windows, doors, and vents.
4. Murals should be placed on non-residential commercial or industrial property only.
5. Materials or paint should be weatherproof or resistant to wear.
6. A specialized anti-graffiti coating should be applied to the mural and maintained for the life of the mural. Varnish, other coatings or finishes that are not specifically designed as graffiti abatement products as part of a graffiti removal system do not comply with these recommendations.
7. Illumination should be dark-sky compliant.
8. The property owner is required to maintain the mural in good condition and free of vandalism. If the property owner is negligent in this regard after sufficient warning, they can be issued a 120-day order to remove the artwork at their own cost. If removal is ordered, the property owner is responsible for the proper 90-days written advance notification to the artist as applicable by the federal Visual Artists Rights Act (VARA) and the California Art Preservation Act (CAPA) laws.

## **Section IX. Record Keeping**

City Clerk staff shall maintain a detailed inventory of all pieces of public art owned and maintained by the city. Records kept shall include the following information when available:

- Artist / Donor name and contact information
  - Name(s) / Contact Information of artists designated heir(s) or legally appointed representative(s)
- Date of commission / acquisition
- History / facts about the piece of art
- Detailed information regarding maintenance

## **Section X. Amendments**

Amendment of this policy may be made from time to time by action of the City Council.

## **Section XI. Inquiries**

Inquiries regarding this policy may be directed to the City Clerk's office in person or by phone at 805-961-7500, by email at [cityclerkgroup@cityofgoleta.gov](mailto:cityclerkgroup@cityofgoleta.gov), or by mail at the following address:

City of Goleta  
Attn: City Clerk's Office  
130 Cremona Dr Ste B  
Goleta, CA 93117

## **ATTACHMENT 2**

An Ordinance of the City Council of the City of Goleta,  
California, Amending Section 2.08 and Section 17.50.070 of  
the Goleta Municipal Code and Finding that the Ordinance is  
Exempt from the California Environmental Quality Act

**ORDINANCE NO. 25-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF GOLETA, CALIFORNIA,  
AMENDING CHAPTER 2.08 AND SECTION  
17.50.070 OF THE GOLETA MUNICIPAL  
CODE AND FINDING THAT THE ORDINANCE  
IS EXEMPT FROM THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, on \_\_\_\_\_, 2025, the City Council of the City of Goleta, California, adopted Resolution No. 25-\_\_ entitled “A Resolution of the City Council of the City of Goleta, California, Adopting a City Public Art Policy”; and

**WHEREAS**, the adopted policy establishes the Design Review Board as the advisory body for review of public art projects; and

**WHEREAS**, the Design Review Board is established pursuant to City of Goleta Municipal Code Section 2.08 et seq; and

**WHEREAS**, the powers and duties of the Design Review Board are established pursuant to City of Goleta Municipal Code Section 17.50.070.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF  
GOLETA DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Chapter 2.08 of Title 2 of the Goleta Municipal Code, entitled “Design Review Board,” is amended to read in its entirety:

**CHAPTER 2.08  
DESIGN REVIEW BOARD**

**§ 2.08.010. Purpose.**

The purpose of the Design Review Board shall be to advise the City Council, Planning Commission, and staff and to exercise other such powers and duties as established in Goleta Municipal Code Section 17.50.070.

**§ 2.08.020. Created.**

The Design Review Board for the City is created.



**§ 2.08.030. Members.**

- A. The Design Review Board shall be composed of seven regular members.
- B. One or more alternates may be appointed to the Design Review Board. Such alternates may participate in all general Design Review Board matters but may only vote on a project approval or other Board decision when a regular Design Review Board member is absent or recused from a meeting.
- C. Two auxiliary art advisory members shall be appointed to vote on public art projects brought before the Design Review Board for public art review. Such auxiliary members may only participate in or vote on public art projects and shall not participate in any other decisions brought to the Board.

**§ 2.08.040. Appointment.**

Commissioners, including alternate members, and auxiliary art advisory members shall be appointed by the Mayor with the approval of the City Council according to the process established in Chapter 2.15.

**§ 2.08.050. Qualifications of Members.**

- A. Applicants and members must demonstrate respect for the diversity of the Goleta community and be committed to ensuring equity, inclusion, and access for all residents and visitors in the provision of government services.
- B. Three at-large members must all reside within the City.
- C. At least four members must be professionals as follows:
  - 1. At least two members shall be licensed architects; and
  - 2. At least one member shall be a licensed landscape professional (landscape architect); and
  - 3. At least one member shall be a design professional who demonstrates an interest in Goleta and possess significant professional experience and/or professional licensure in design-related fields, including, but not limited to, architecture, landscape design, building design, urban or industrial design; and
  - 4. At least one professional member shall be a City resident.
- D. All regular and alternate members shall be skilled in reading and interpreting architectural and landscape drawings and able to judge the effects of a proposed building, structure, landscaping or sign upon the desirability and development of surrounding areas.
- E. The auxiliary art advisory members shall be City residents with acknowledged accomplishments in the arts and persons who demonstrate an interest in and commitment to cultural and arts activities.

- F. No member of the Design Review Board may be an employee or officer of the City.

**§ 2.08.060. Meetings.**

- A. The Design Review Board shall meet monthly or as needed to fulfill its duties.
- B. Four members shall constitute a quorum, but a quorum must contain a minimum of one licensed architect and one additional professional. A quorum must also include two City residents. A professional who is also a City resident will satisfy both of these requirements.
- C. For public the purpose of reviewing public art projects, a quorum shall consist of three regular members assigned to public art review with the addition of the two auxiliary art advisory members.

**§ 2.08.070. Responsibilities.**

The responsibilities of the Design Review Board shall be those outlined in the Goleta Municipal Code, including, but not limited to, Section 17.50.070 and Chapter 17.58.

**§ 2.08.080. Terms of Office.**

- A. Regular members of the Design Review Board shall be appointed for a term of three years. There shall be no limit to the number of terms to which members may be appointed.
- B. The terms of the regular members shall be staggered so that approximately one-third of the members are appointed each year.
- C. Members shall serve until their successors are appointed by the Mayor and approved by the City Council pursuant to Chapter 2.15.
- D. Auxiliary art advisory members shall be appointed for a term of three years. There shall be no limit to the number of terms to which auxiliary art members may be appointed.

**§ 2.08.090. Compensation.**

City Council may establish by resolution the compensation to be paid to the members of the Commission.

**SECTION 2.** Section 17.50.070 of the Goleta Municipal Code, entitled "Design Review Board," is amended to read in its entirety:

**§ 17.50.070. Design Review Board.**

The Design Review Board has the following powers and duties under this Title:

- A. Conduct Design Review of proposed development, pursuant to Chapter 17.58, Design Review, for which Review Authority is assigned to the Design Review Board.
- B. Upon request by the Director, Planning Commission, or the City Council, make recommendations on design policies and guidelines.
- C. Conduct conceptual Design Review for proposed development and make recommendations on projects that are under the Review Authority of a higher decision-maker.
- D. Act as the Review Authority to grant Design Review to Historic Resources upon recommendation of the Historic Preservation Commission.
- E. Act as the advisory review authority on public art projects as established in the City of Goleta Public Art Policy.

**SECTION 4. Certification of City Clerk.**

The City Clerk shall certify to the adoption of this ordinance and, within 15 days after its adoption, shall cause it to be published in accord with California Law.

**SECTION 5. Effective Date.**

This ordinance shall take effect on the 31<sup>st</sup> day following adoption by the City Council.

**INTRODUCED ON** the \_\_\_\_ day of \_\_\_\_\_, 2025.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_day of \_\_\_\_\_  
2025.

\_\_\_\_\_  
PAULA PEROTTE  
MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

\_\_\_\_\_  
ISSAC ROSEN  
CITY ATTORNEY

STATE OF CALIFORNIA )  
COUNTY OF SANTA BARBARA ) ss.  
CITY OF GOLETA )

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, do hereby certify that the foregoing Ordinance No. 25-\_\_ was introduced on \_\_\_\_\_, and adopted at a regular meeting of the City Council of the City of Goleta, California, held on the \_\_\_\_\_, by the following roll-call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

---

DEBORAH S. LOPEZ  
CITY CLERK

### **ATTACHMENT 3**

Goleta Municipal Code Section 2.08 and Section 17.50.070 Redline

## Goleta Municipal Code Sections 2.08 and 17.50.070 Redline

CHAPTER 2.08  
DESIGN REVIEW BOARD**§ 2.08.010. Purpose.**

The purpose of the Design Review Board shall be to advise the City Council, Planning Commission, and staff and to exercise other such powers and duties as established in Goleta Municipal Code Section 17.50.070.

**§ 2.08.020. Created.**

The Design Review Board for the City is created.

**§ 2.08.030. Members.**

A. The Design Review Board shall be composed of seven regular members.

B. One or more alternates may be appointed to the Design Review Board. Such alternates may participate in all general Design Review Board matters but may only vote on a project approval or other Board decision when a regular Design Review Board member is absent or recused from a meeting.

~~B-C.~~ Two auxiliary art advisory members shall be appointed to vote on public art projects brought before the Design Review Board for public art review. Such auxiliary members may only participate in or vote on public art projects and shall not participate in any other decisions brought to the Board.

**§ 2.08.040. Appointment.**

Commissioners, including alternate members, and auxiliary art advisory members shall be appointed by the Mayor with the approval of the City Council according to the process established in Chapter 2.15.

**§ 2.08.050. Qualifications of Members.**

- A. Applicants and members must demonstrate respect for the diversity of the Goleta community and be committed to ensuring equity, inclusion, and access for all residents and visitors in the provision of government services.
- B. Three at-large members must all reside within the City.
- C. At least four members must be professionals as follows:
  - 1. At least two members shall be licensed architects; and
  - 2. At least one member shall be a licensed landscape professional (landscape architect); and
  - 3. At least one member shall be a design professional who demonstrates an interest in Goleta and possess significant professional experience and/or professional licensure in design-related fields, including, but not limited to, architecture, landscape design, building design, urban or industrial design; and

4. At least one professional member shall be a City resident.

D. All regular and alternate members shall be skilled in reading and interpreting architectural and landscape drawings and able to judge the effects of a proposed building, structure, landscaping or sign upon the desirability and development of surrounding areas.

D.E. The auxiliary art advisory members shall be City residents with acknowledged accomplishments in the arts and persons who demonstrate an interest in and commitment to cultural and arts activities.

E.F. No member of the Design Review Board may be an employee or officer of the City.

#### **§ 2.08.060. Meetings.**

A. The Design Review Board shall meet monthly or as needed to fulfill its duties.

B. Four members shall constitute a quorum, but a quorum must contain a minimum of one licensed architect and one additional professional. A quorum must also include two City residents. A professional who is also a City resident will satisfy both of these requirements.

B.C. For public the purpose of reviewing public art projects, a quorum shall consist of three regular members assigned to public art review with the addition of the two auxiliary art advisory members.

#### **§ 2.08.070. Responsibilities.**

The responsibilities of the Design Review Board shall be those outlined in the Goleta Municipal Code, including, but not limited to, Section 17.50.070 and Chapter 17.58.

#### **§ 2.08.080. Terms of Office.**

A. Regular Members-members of the Design Review Board shall be appointed for a term of three years. There shall be no limit to the number of terms to which members may be appointed.

B. The terms of the regular members shall be staggered so that approximately one-third of the members are appointed each year.

C. Members shall serve until their successors are appointed by the Mayor and approved by the City Council pursuant to Chapter 2.15.

G.D. Auxiliary art advisory members shall be appointed for a term of three years. There shall be no limit to the number of terms to which auxiliary art members may be appointed.

#### **§ 2.08.090. Compensation.**

City Council may establish by resolution the compensation to be paid to the members of the Commission.

(Ord. 15-04 § 1; Ord. 20-12 § 4; Ord. 23-04 § 1)



**§ 17.50.070. Design Review Board.**

The Design Review Board has the following powers and duties under this Title:

- A. Conduct Design Review of proposed development, pursuant to Chapter 17.58, Design Review, for which Review Authority is assigned to the Design Review Board.
- B. Upon request by the Director, Planning Commission, or the City Council, make recommendations on design policies and guidelines.
- C. Conduct conceptual Design Review for proposed development and make recommendations on projects that are under the Review Authority of a higher decision-maker.
- D. Act as the Review Authority to grant Design Review to Historic Resources upon recommendation of the Historic Preservation Commission.
- E. Act as the advisory review authority on public art projects as established in the City of Goleta Public Art Policy.

## **ATTACHMENT 4**

Template – Artist Application

# City of Goleta Public Art Program

## Artist Application

The following information is required for a complete application. Please contact the Planning and Environmental Review Department to schedule a meeting to review this application, to address any questions regarding the project, and to confirm specific requirements for your proposed project.

**Artist Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Title of Work:** \_\_\_\_\_

**Medium/Description:** \_\_\_\_\_  
(Attach examples as needed.)

I certify that I have created the above artwork (*please initial*) \_\_\_\_\_.

### **Artwork Proposal**

In the space provided on the following page, please provide a description of the proposed public art project including the following required information:

- Description of Artwork/Media
- Specifications and Dimensions
- Materials and Finishes
- Colors
- Electrical or Plumbing Requirements
- Construction and Installation Method
- Budget
- Location/ Site Plan
- Timeline

If additional space is needed, please attach any additional information to your Artist Application.

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Please attach a depiction of artwork designs as a drawing, picture, rendering, etc.

**ACKNOWLEDGMENT**

By submitting this Application, I agree that: (1) my submission(s) and their contents will automatically become the property of the City of Goleta and I understand that if my artwork is selected I will be compensated a not-to-exceed amount as specified in the Public Art Agreement; (2) The City of Goleta may use, copy, or redistribute the submissions and their contents for any purpose and in any way; (3) there is no obligation for the City of Goleta to review or select the submission; and (4) there is no obligation to keep any submissions confidential.

Further, I acknowledge that I have read the City's Public Art Policies and reviewed the Public Art Agreement that I will have to sign if my artwork is selected. I also understand and agree to waive my rights of attribution out in the Visual Artists Rights Act, 17 U.S.C §§106A and 113(d) ("VARA"), and, the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA").

ARTIST: \_\_\_\_\_ DATE: \_\_\_\_\_

**DISCLAIMER**

I have read the City's Public Art Policy and agree to the rules & regulations stated. The undersigned agrees to indemnify and hold harmless, the City of Goleta, its Officers, Agents, and Employees for any loss or liability which results or is alleged to have resulted from my participation in this activity, including any claim arising out of the applicant's entry, acts, or omissions in said program or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies. I am an adult and my signature is below.

ARTIST: \_\_\_\_\_ DATE: \_\_\_\_\_

## **ATTACHMENT 5**

Template – Artist's Agreement

Project Name: \_\_\_\_\_

**AGREEMENT FOR PUBLIC ART MAINTENANCE  
BETWEEN THE CITY OF GOLETA  
AND**

( \_\_\_\_\_ )

This AGREEMENT FOR PUBLIC ART MAINTENANCE (herein referred to as "AGREEMENT") is made by and entered into this \_\_\_ day of \_\_, 20\_\_, by and between the **CITY OF GOLETA**, a municipal corporation, (herein referred to as the "CITY") and \_\_\_\_\_ (herein referred to as the "ARTIST").

**SECTION A. RECITALS**

1. WHEREAS, the CITY of Goleta has commissioned a work of art to be located at \_\_\_\_\_, Goleta, California (herein referred to as the "PREMISES"); and
2. WHEREAS, the ARTIST was selected through a public competitive process to design, execute, fabricate, and install the work of art (herein referred to as "Work"); and
3. WHEREAS, the CITY Council, on the \_\_\_ day of \_\_\_\_\_, 20\_\_, approved this AGREEMENT and authorized the CITY Manager to execute the AGREEMENT.

**NOW, THEREFORE, the CITY and ARTIST, for consideration and under the conditions hereinafter set forth, intending to be legally bound, covenant and agree as follows:**

**SECTION B. TERMS**

**1. DESCRIPTION OF SERVICES**

ARTIST shall perform all services and furnish all supplies, materials, and equipment as necessary for the design, execution, fabrication, pre-installation storage, if necessary, transportation and installation of the Work on the PREMISES as more particularly set forth in the Scope of Work attached as Exhibit "A," and incorporated herein.

**2. COMPENSATION AND PAYMENT**

- (a) **Maximum and Rate.** For services rendered under this AGREEMENT, CITY shall pay ARTIST a sum NOT TO EXCEED \$\_\_\_\_\_ (herein "not to exceed amount") for all work performed during the period beginning from the date first written above through \_\_\_\_\_.

(b) The schedule of payments shall be as specified in Exhibit "B".

### **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is \_\_\_\_\_. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

### **4. OWNERSHIP, RESPONSIBILITY, AND WAIVER OF MORAL RIGHTS**

Any artwork that is commissioned, gifted, or donated and accepted by the CITY Council and installed on CITY property becomes the property and responsibility of the CITY.

ARTIST agrees the Work is considered to be a "work of visual art" subject to the provisions of the Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. Section 106(A)(a), in accordance with the waiver of 17 U.S.C. 106(A)(e)(1).

ARTIST, as author of the Work, hereby agrees to permanently waive voluntarily all rights to attribution and integrity with respect to the WORK and any and all claims as my arise under the Visual Artists Rights Act 1990, 17 U.S.C. Sections 106(A) and 113(d) ("VARA"), or any other local, state foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same of similar rights ("Moral Rights Laws"), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the CITY, its officers, employees, agents, contractors, licensees, successors or assigns. ARTIST hereby waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the Work, and its agents, officers and employees, for physical defacement, mutilation, alteration, distortion, destruction, or other modification of the Work.

The CITY has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in CITY's sole discretion.

The CITY has no obligation to pursue claims against third parties for modifications or damage to the Work done without the CITY's authorization. However, the CITY, in its sole discretion, and without notice to ARTIST, may pursue claims against third parties for modifications or damage or to restore the Work if the Work has been modified without the CITY's authorization.

If the CITY modifies the Work without ARTIST's consent in a manner that is prejudicial to ARTIST's reputation, ARTIST retains the right to disclaim authorship of the Work in accordance with 17 U.S.C. § 106A (a) (2).

ARTIST hereby understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

## **5. SCHEMATICS AND SPECIFICATIONS**

- (a) Within forty-five (45) days of execution of this Agreement, and after consultation and collaboration with appropriate CITY personnel and consultants, the ARTIST shall prepare the final proposal, including the schematics and specifications described below ("Final Proposal"):
- (i) Written Proposal that includes:
    - ARTIST's intent
    - Location
    - Dimensions
    - Materials
    - Budget (to include materials, labor, framing, lighting, installation, insurance, ARTIST's fee)
    - Fabricator's name (if applicable)
    - Maintenance specifications
    - Resume
  - (ii) For all public artworks, one (1) Visual Proposal must be included that includes renderings that depicts the entire Work in relation to the architecture or site as accepted by the CITY. Images of previous work must be included as well.
- (b) In addition, the CITY may require the ARTIST to make such revisions to the Final Proposal as are necessary for the Work to comply with applicable statutes, ordinances or regulations of any governmental regulatory agency having jurisdiction over the Premises.
- (c) The CITY may also request revisions to the Final Proposal for other practical, nonaesthetic reasons, including, but not limited to, issues of safety and maintenance.
- (d) If necessary, the ARTIST may be required to prepare and submit to the CITY detailed working drawings and plans of the Work which have been reviewed and approved by a certified structural engineer (at the ARTIST's sole cost and expense), together with other graphic material as may reasonably be requested by the CITY in order to permit the CITY to carry out its structural design review.



## **6. EXECUTION OF WORK**

- (a) After written approval of the submissions/revisions made pursuant to Section 5(b) of this Agreement, the ARTIST shall promptly furnish a tentative schedule for completion of fabrication and installation of the Work to the CITY, including a schedule for the submission of progress reports, if any. After written approval of said schedule by the CITY, the ARTIST shall distribute said schedule to all CITY personnel and consultants working on the Work. The ARTIST shall fabricate, transport and install the Work in accordance with such schedule; provided, however, that the CITY reserves the right to reschedule actual installation of the Work by the ARTIST. Rescheduling shall be communicated to the ARTIST in writing by the CITY and shall be without penalty or liability to the CITY. Other schedule changes may be accomplished by written agreement between the ARTIST and the CITY.
- (b) The CITY shall have the right to review the Work at reasonable times during its fabrication. The ARTIST shall submit to the CITY progress reports, including ongoing photographic documentation of the fabrication process, in accordance with the schedule provided for in Section 6(a) of this Agreement.
- (c) The ARTIST shall complete the fabrication and installation of the Work in substantial conformity with the Final Proposal, as detailed and revised under Section 5 of this Agreement
- (d) ARTIST shall not commence work until ARTIST furnishes proof of insurance as required by Exhibit "C" incorporated herein and CITY gives written authorization to proceed with work provided by CITY's project manager.

## **7. DELIVERY AND INSTALLATION**

- (a) The ARTIST shall notify the CITY in writing when fabrication of the Work is completed and is ready for delivery and installation on the Premises.
- (b) The ARTIST shall deliver and install the completed Work on the Premises in compliance with the schedule approved pursuant to Section 6 of this Agreement; provided, however, that delivery and installation activities may not commence until written permission is delivered to the ARTIST by the CITY
- (c) Prior to the installation of the Work, the ARTIST shall provide to the CITY written instructions for appropriate maintenance and preservation of the Work finalizing the maintenance guidelines offered with the Final Proposal, as required by Section 5 of this Agreement.

## **8. POST-INSTALLATION**

Within thirty (30) days after the installation of the Work, the ARTIST shall furnish the CITY and \_\_\_\_\_ one (1) disc with professional level digital images of the installed Work from different viewpoints and detail views. Each image should be submitted as high-

resolution TIF and low-resolution JPEG formats. The ARTIST shall submit at least eight (8) but no more than twenty-four (24) total images of the Work. The quality of the images must be approved by the CITY.

## **9. FINAL ACCEPTANCE**

- (a) The ARTIST shall advise the CITY in writing when all services required have been completed in substantial conformity with the Final Proposal, as developed under Section 5 of this Agreement. Included in such notice from the ARTIST shall be an affidavit disclosing all outstanding or disputed claims against the ARTIST arising out of the Work by subcontractors, materialmen or suppliers, or an affidavit certifying that no such claims exist.
- (b) The CITY shall notify the ARTIST in writing of its final acceptance of the Work.
- (c) Final acceptance shall be effective as of the date of the CITY's notification of final acceptance.

## **10. RISK OF LOSS**

The risk of loss or damage to the Work shall be borne by the ARTIST, and the ARTIST shall take such measures as are necessary to protect the Work from loss or damage until installation, including, but not limited to, the purchase of insurance as described in this Agreement.

## **11. INDEMNIFICATION**

The ARTIST shall indemnify, defend and hold harmless the CITY, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the ARTIST's act or omission or negligence or fault or the act or omission or negligence or fault of the ARTIST's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with the Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, any breach of the Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the CITY, its officers, employees, and agents, shall survive the termination of this Agreement.

## **12. TITLE**

Legal title, free and clear of all encumbrances, to the Work shall pass to the CITY upon final acceptance.

### **13. OWNERSHIP OF DOCUMENTS**

Upon final acceptance, all schematics and specifications prepared and submitted under this Agreement shall become the property of the CITY; all other studies, models, etc., upon the ARTIST's written request, will be returned to the ARTIST.

### **14. TIME OF PERFORMANCE**

#### **(a) Duration**

The services to be required of the ARTIST set forth in this Agreement shall be completed in accordance with the schedule for completion of the Work as proposed by the ARTIST.

#### **(b) Early Completion of the ARTIST's Services**

The ARTIST shall bear any transportation and storage charges incurred from the completion of the ARTIST's services prior to the time provided in the schedule for installation.

#### **(c) Force Majeure**

If, through no fault of the CITY or the ARTIST, the Premises or any part of the Premises, at any time after the date of execution shall be damaged, destroyed, rendered unusable by fire or other casualty or unforeseen occurrence to the extent that it is unsafe or impossible to perform the obligations under this Agreement, or if the performance must be postponed due to riot, extreme weather, strikes or labor disputes, or similar event, the prevention of which was beyond the CITY's or the ARTIST's control, or if there shall exist a public emergency rendering performance of this Agreement by the CITY or the ARTIST impossible, including, without limitation, the requisitioning of the Premises by the United States, the State of California or any other authority (individually and collectively, "Force Majeure Event(s)"), this Agreement shall be postponed without any liability of either party to the other.

### **15. WARRANTIES**

#### **(a) Warranties of Title**

The ARTIST represents and warrants that:

1. The Work is solely the result of the artistic effort of the ARTIST;
2. Except as otherwise disclosed in writing to the CITY, the Work is unique and original, is not a copy, derivative, or compilation of any existing published or unpublished work of ARTIST or any other individual;
3. The Work does not violate or infringe upon any copyright of any other person;

4. The Work, or a duplicate thereof, has not been accepted for sale elsewhere; and
5. The Work is free and clear of any liens from any source whatsoever.

(b) Warranties of Quality and Conditions

The ARTIST represents and warrants, except as otherwise disclosed to the CITY in writing in connection with submission of the Final Proposal pursuant to Section 5 that:

1. The execution and fabrication of the Work shall be performed in a workmanlike manner;
2. The Work, as fabricated and installed, shall be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work;
3. Reasonable maintenance of the Work shall not require procedures substantially in excess of those described in the final maintenance recommendations to be submitted by the ARTIST to the CITY under Section 7 of this Agreement.
4. The Work will not contain sharp points or edges which the CITY deems a danger to the public and the ARTIST agrees to cooperate in making or permitting adjustments to the Work if necessary to eliminate other hazards which become apparent after installation of the Work.

The CITY shall give notice to the ARTIST of any observed breach with reasonable promptness. The ARTIST shall, at the request of the CITY, and at no cost to the CITY, cure reasonably and promptly the breach of any such warranty which is curable by the ARTIST and which cure is consistent with professional conservation standards, including, but not limited to, cure by means of repair or refabrication of the Work, or any portion thereof.

## **16. ARTIST'S RIGHTS**

(a) Repairs and Restoration

- (1) The City shall have the right to determine at its sole discretion, when and if repairs and restorations to the Work will be made. To the extent practicable, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs and restorations, upon the Artist's fee for, and the scope of, such services. Should the Artist fail to agree to make or supervise the repairs and restorations, the City shall have the right to award contracts for the services to other qualified professionals.

- (2) When emergency repairs are necessary in order to prevent the loss or further damage to the Work, such repairs shall be undertaken or arranged by the City without advance notice to the Artist, and such repairs shall not be deemed to constitute artistic alteration.
- (b) Alteration of the Work or of the Premises
  - (1) The City shall notify the Artist of any proposed alteration of the Premises that would affect the intended character and appearance of the Work and shall make a reasonable effort to maintain the integrity of the Work.
  - (2) In the event the Work is substantially damaged or artistically altered in a substantial manner, the City shall no longer represent the Work to be the Work of the Artist, if the Artist gives written notice to the City that it is the position of the Artist to deny authorship on the grounds stated in this Section 16.
- (c) Removal of the Work
  - (1) Nothing in this Agreement shall preclude any right of the City to move the Work or remove it from public display.
- (d) Disposal of the Work
  - (1) If the City shall at any time decide to dispose of the Work by means other than sale or trade, it shall give notice to the Artist and offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction
- (e) Permanent Record
  - (1) The City will maintain on file a record of this Agreement and of the location and disposition of the Work.
- (f) The Artist's Address
  - (1) The Artist, their heirs and assigns shall notify the City of changes in his/her/its address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce the provisions of this Section 16 that require the express approval of, or written notice to, the Artist.
- (g) Surviving Covenants
  - (1) The covenants and obligations set forth in this Section 16 shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist. However, the obligations imposed upon the City in Section 16 (b) (1)

of this Agreement shall be binding to and until fifty (50) years after the death of the Artist. The City shall give any subsequent owner of the Work notice in writing of the covenants herein, and shall use its best efforts to cause each such owner to be bound thereby.

## **17. REPRODUCTION RIGHTS**

### **(a) General**

- (1) The Artist retains all rights under the copyright Act of 1976, 17 U.S.C. Section 101 et seq., and all other rights in and to the Work except as such rights are limited by this Agreement. The Artist shall not make any additional exact duplicate, three-dimensional reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the prior written permission of the City.
- (2) The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for use in any and all media, means, methods or processes, now known or hereafter devised for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, stationary, media publicity, and catalogues or other similar publications.
- (3) The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for use in any and all media, means, methods or processes, now known or hereafter devised for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, stationary, media publicity, and catalogues or other similar publications.

### **(b) Notices**

All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: "Artist's name, date of publication."

### **(c) Credit to the City**

The Artist shall use the Artist's (or their) best efforts to give a credit reading substantially, "an original Work commissioned and owned by the City of Goleta" in any public showing of reproductions of the Work which are under the Artist's control.

## **18. THE ARTIST AS AN INDEPENDENT CONTRACTOR: NO JOINT VENTURE**

### **(a) The Artist as an Independent Contractor**

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. Neither the Artist nor its employees or subcontractors shall in any way represent that they are acting as employees, officials or agents of the City. When emergency repairs are necessary in

order to prevent the loss or further damage to the Work, such repairs shall be undertaken or arranged by the City without advance notice to the Artist, and such repairs shall not be deemed to constitute artistic alteration.

(b) Personal Services

It is understood and agreed that the purpose of this Agreement is to obtain the specific and special services of the Artist. In the event that, due to death or incapacitation, the Artist is unable to render the services or perform the duties required hereunder, the City shall have no obligation to accept performance by a third party. The City may, at its sole discretion terminate this Agreement immediately without liability to the City; provided, however, that the City shall pay the Artist for services rendered prior to the date of termination.

(c) No Joint Venture

The parties do not intend to create, and nothing contained in the Agreement shall be construed as creating, a joint venture arrangement or partnership between the City and the Artist.

**19. ASSIGNMENT, TRANSFER, SUBCONTRACTING**

(a) Assignment or Transfer of Interest

The Artist shall not assign or transfer this Agreement, or any part of the Agreement, or any right to any monies to be paid under the Agreement, without on each occasion obtaining the prior written consent of the City. In no case shall approval by the City of the assignment of any monies to be paid under the Agreement relieve the Artist from its obligations hereunder or change the remaining terms of the Agreement. Any purported assignment in violation of this Article shall be of no effect.

(b) Subcontracting by the Artist

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense, provided that said subcontracting shall not affect the design, appearance or visual quality of the Work and shall be carried out under the personal supervision of the Artist.

**20. TERMINATION AND DEFAULT**

(a) Termination

- (1) The City reserves the right to terminate this Agreement at any time at its sole discretion by giving the Artist thirty (30) days' notice; however, the Artist shall be entitled to reimbursement for services satisfactorily rendered prior to the date of termination.

- (2) Upon termination of the Agreement, the Artist shall collect, assemble and deliver to the City all materials, including, but not limited to, reports, records, documents, documentation, information, plans, original drawings, sketches, renderings and videos, which were obtained, prepared or developed as part of the Work under this Agreement. All materials shall be clearly labeled and indexed to the satisfaction of the City and delivered immediately upon termination.
  - (3) Termination of the Agreement shall not affect any obligations or liabilities of either party accruing prior to such termination.
  - (4) There shall be no liability, cost or penalty to the City for termination of this Agreement.
- (b) Default
- (1) If the Artist shall default in keeping, observing or performing any of the terms, covenants, agreements, provisions, conditions or limitations contained in this Agreement on the Artist's part to be kept, observed or performed, then and in any such event the City at any time thereafter may at the City's option, give written notice to the Artist specifying such default and at the City's option state that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in such notice, this Agreement and all rights of the Artist under this Agreement shall expire and terminate.
  - (2) Upon termination of the Artist for default, the Artist shall be entitled to payment of an amount, to be determined by the City and subject to audit, as shall compensate the Artist for services satisfactorily performed prior to the termination date.

## **21. NONDISCRIMINATION**

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes ARTIST to the penalties provided for in Labor Code Section 1735.



## **22. MISCELLANEOUS**

### **(a) Compliance**

Artist shall comply with all applicable present and future court orders, injunctions and decrees, laws, ordinances, executive orders, rules, regulations, interpretations and requirements (including, without limitation, those relating to the environment, the Goleta Municipal Code, as amended from time to time), of any federal, state or local court, administrative agency or governmental body, including the City, the State of California, and the United States.

### **(b) Entire Agreement**

This writing embodies the entire agreement and understanding between the parties hereto, and no other agreements or understandings, oral or written, with reference to the subject matter hereof shall be deemed to exist or bind any party hereto or to vary any of the terms contained in the Agreement.

### **(c) Amendments**

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both parties hereto.

### **(d) Waiver**

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

### **(e) Heirs and Assigns**

This Agreement shall be binding upon and shall inure to the benefit of the City and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

### **(f) Due Diligence**

The Artist shall enter upon the performance of this Agreement with all due diligence and dispatch; shall assiduously press to its complete performance and shall exercise herein a high degree of professional skill and competence.

### **(g) Headings**

The headings in this Agreement are inserted for convenience of reference only and shall in no way define, describe, amplify or limit the scope or intent of this Agreement or any of the provisions hereof.

(h) Severability

The provisions of the Agreement shall be severable. If any provision shall be held to be invalid or unenforceable, the validity and binding effect of the remaining provisions of the Agreement shall not be affected.

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(i) Partial Invalidity

If any provision of the Agreement or the application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions of the Agreement or the application of such provision to persons or entities other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**23. CONFLICT OF INTEREST**

ARTIST is unaware of any CITY employee or official that has a financial interest in ARTIST'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, ARTIST shall not offer, encourage or accept any financial interest in ARTIST'S business by any CITY employee or official.

**24. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**25. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

**26. AUDITS, INSPECTION RIGHTS, RECORDS**

(a) City Audit

From time to time during the term of the Agreement, and for a period of five (5) years after termination of the Agreement, the City may audit the Artist's performance under the Agreement. Audits may be conducted by authorized City representatives including, without limitation, the City Controller. If so requested, the Artist shall submit to the City all vouchers or invoices presented for payment pursuant to the Agreement, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Agreement. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review and audit by the City.

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO ARTIST: [ARTIST NAME]  
[ARTIST ADDRESS LINE 1]  
[ARTIST ADDRESS LINE 2]  
[CITY, STATE ZIP]

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

## ARTIST

[ARTIST NAME]

Deborah Lopez, City Clerk

Scott Shapses, Deputy City Attorney

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**EXHIBIT A:  
SCOPE OF WORK**

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**EXHIBIT B:  
COMPENSATION AND PAYMENT SCHEDULE**

As compensation for all services and materials to be performed and furnished by the ARTIST under this Agreement, the ARTIST shall receive an amount not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). The fee shall be paid in installments as expressed as percentages of such fixed fee, each installment to represent full and final payment for all services and materials provided prior to the due date thereof:

- a. 25% upon approval of Final Proposal by the CITY as detailed in Section 5.
- b. 50% upon installation of the Work.
- c. 25% upon acceptance of the Work by the CITY.

It is understood and agreed that payment for these services and materials shall be upon the receipt and approval of invoices by the CITY.

**1. ARTIST'S EXPENSES**

The ARTIST shall be responsible for the payments of all mailings or shipping charges, including insurance, on submissions to the CITY, the costs of fabricating, insuring, transporting, storing, and installing the Work and the costs of all travel by the ARTIST, and the labor costs for ARTIST's agents and employees necessary for the proper performance of the services required under this Agreement.

## **EXHIBIT C: INSURANCE REQUIREMENTS**

1. Insurance. ARTIST shall not commence work for the CITY until it has provided evidence satisfactory to the CITY it has secured all insurance required under this section. In addition, ARTIST shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The CITY OF GOLETA, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on ARTIST's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The ARTIST shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the CITY.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability  
coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX)  
exclusion deleted



- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give CITY, its elected and appointed officials, officers, employees, agents, and CITY-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the CITY, and provided that such deductibles shall not apply to the CITY as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the ARTIST shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the CITY.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give CITY, its elected and appointed officials, officers, employees, agents and CITY designated volunteers additional insured status.

(iv) Subject to written approval by the CITY, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the CITY as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) ARTIST certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent ARTIST has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the ARTIST shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. ARTIST shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the ARTIST shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the CITY and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the ARTIST. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the ARTIST shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the CITY.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage

Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$1,000,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required

Prior to execution of the Agreement, the ARTIST shall file with the CITY evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) ARTIST shall provide the CITY at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the ARTIST shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the ARTIST shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the CITY at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that ARTIST's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the CITY or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the Effective Date of this Agreement. ARTIST shall maintain such coverage continuously for a period

of at least three years after the completion of the work under this Agreement. ARTIST shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the Effective Date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the CITY, its officials, officers, employees, agents, and volunteers or shall specifically allow ARTIST or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ARTIST hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the ARTIST from liability in excess of such coverage, nor shall it limit the ARTIST's indemnification obligations to the CITY and shall not preclude the CITY from taking such other actions available to the CITY under other provisions of the Agreement or law.

j. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the CITY, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

k. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by ARTIST, and any approval of said insurance by the CITY, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the ARTIST pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by ARTIST or CITY will withhold amounts sufficient to pay premium from ARTIST payments. In the alternative, CITY may cancel this Agreement.

(iii) The CITY may require the ARTIST to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the CITY nor the CITY Council, nor any member of the CITY Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

I. Subconsultant Insurance Requirements. ARTIST shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the CITY that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the CITY as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by ARTIST, CITY may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## **ATTACHMENT 6**

Staff Presentation

# Adoption of the City Public Art Policy

October 7, 2025

Jaime A. Valdez, Assistant City Manager  
Blake Markum, Management Analyst



# Background

- Santa Barbara County Office of Arts and Culture
- Advisory Body
  - Design Review Board
  - Parks and Recreation Commission
  - Public Engagement Commission
  - Historic Preservation Commission
  - Public Art Ad Hoc Committee
- Potential Funding
- Utility Boxes
- Cost Estimates for Projects



# Program Administration

- Santa Barbara County Office of Arts and Culture
  - Administers City of Santa Barbara's Public Arts Program
  - Services Provided:
    - Supporting Santa Barbara's Economic Prosperity and Growth Through Arts & Culture
    - Activating Public Space through the Arts
    - Increasing Equitable Access to Arts and Culture
    - Delivering Arts Policy, Planning, and Support Services
    - Administrative Services, Grantmaking, and Project Management

Advisory Body	Pros	Cons
DRB	<ul style="list-style-type: none"> <li>Significant subject matter overlap <ul style="list-style-type: none"> <li>(Aesthetic review, development impacts, reading and interpreting drawings/renderings)</li> </ul> </li> <li>Established processes</li> <li>Established fees</li> <li>PER expertise in permitting</li> </ul>	<ul style="list-style-type: none"> <li>Formal process</li> <li>Not all members are City residents</li> <li>Not experts in artistic expression</li> </ul>
Parks & Rec	<ul style="list-style-type: none"> <li>Some subject matter overlap <ul style="list-style-type: none"> <li>(Amenities)</li> </ul> </li> <li>All members are City residents</li> <li>Less formal process</li> </ul>	<ul style="list-style-type: none"> <li>No established process/fees</li> <li>Not experts in artistic expression</li> <li>No significant subject matter expertise with aesthetic/artistic review</li> </ul>
PEC	<ul style="list-style-type: none"> <li>Members have interest or knowledge in community engagement</li> <li>All members are City residents</li> </ul>	<ul style="list-style-type: none"> <li>No established process/fees</li> <li>Not experts in artistic expression</li> <li>No significant subject matter expertise with aesthetic/artistic review</li> </ul>
HPC	<ul style="list-style-type: none"> <li>Members have knowledge of Goleta history and/or are members of local Chumash tribal group(s)</li> <li>Established processes</li> <li>Established fees</li> <li>PER expertise in permitting</li> </ul>	<ul style="list-style-type: none"> <li>Not all members are City residents</li> <li>Not experts in artistic expression</li> <li>No significant subject matter expertise with aesthetic/artistic review</li> </ul>
Ad Hoc Committee	<ul style="list-style-type: none"> <li>City may recruit members with specific interest/expertise in art</li> <li>Ad hoc – potential lower cost to support</li> </ul>	<ul style="list-style-type: none"> <li>No established support</li> <li>No established process/fees</li> </ul>

# Modifications to the DRB

- Addition of two Auxiliary Art-Advisory Members
  - Recruited for arts expertise
  - Would be City residents
  - Advise solely on art projects
- Assign three regular members to public art review for a total of five members
- Updates to the DRB's scope
- Title 17
  - DRB findings for public art
  - Updates to codify aspects of the policy

# Staff Recommendation

- A. Receive a report on updates to the draft Public Art Policy;
- B. Adopt Resolution No. 25-\_\_ entitled, "A Resolution of the City Council of the City of Goleta, California, Adopting a City Public Art Policy;"
- C. Designate the Design Review Board as the advisory body for the review of public art projects;
- D. Approve the addition of two auxiliary art advisory members to the Design Review Board who will review public art projects with three regular Design Review Board members as described in the staff report and detailed in the recommended ordinance amendments;
- E. Conduct first reading by title only and waive further reading of Ordinance No. 25-\_\_ entitled, "An Ordinance of the City Council of the City of Goleta, California, Amending Section 2.08 and Section 17.50.070 of the Goleta Municipal Code and Finding that the Ordinance is Exempt from the California Environmental Quality Act;" and
- F. Approve the accompanying documents as to form.

# Questions?