

March 2014

## Stanislaus County Parks and Recreation

### Mural Review Policy and Guidelines

The Stanislaus County Parks and Recreation (Parks Department) and the Stanislaus County Park Commission support artistic activities within the County and recognizes the aesthetic value of placing murals in public areas in or near Community Parks.

Artists, property owners, and community residents and organizations are encouraged to work together to create new murals and when necessary to save existing murals for the enjoyment of citizens. It is known and accepted that Public Art Murals do much to beautify the urban environment and promote community pride.

Any group or individual that wishes to paint or create a mural must obtain permission from the property owner whether it is a private individual or public agency. Painting murals on public or private property without permission of the property owner is illegal and punishable by law. Stanislaus County does not condone any type of illegal graffiti murals or art, irrespective of artistic content.

All murals on or adjacent to County property must follow the process of review by Stanislaus County Planning and Community Development (Planning Department) to ensure conformance with all applicable land use regulations and/or entitlements, review and recommendation by the Park Commission, and approval of the Stanislaus County Board of Supervisors. In addition, murals must meet the following Criteria, which are also outlined on the application:

1. Mural must be completed by an artist with prior experience. Murals should be signed and dated. Painting of the mural shall be completed by the artist. Community projects must be undertaken under the direction of an experienced artist.
2. Review of mural design and location must be approved by the Director of Planning.
3. Prior recommendation of mural design, size and location by the Parks Department, the Park Commission and approval by the Stanislaus County Board of Supervisors, before work commences.
4. Consultation is required with local business associations, neighbors and neighboring businesses. Park Commission can make recommendations regarding this requirement. Adjacent property owners and neighbors' letters of support must be submitted.
5. Colors: consistent with the surrounding area.
6. Size: Some community parks contain walls that run the entire length of the park. The Park Commission may recommend restricting the size of the mural to ensure that it blends in with the surrounding area.
7. Materials: durable, graffiti resistant and weather resistant materials.
8. Workmanship: any support/attachments must be approved by a professional structural engineer; work on site must be supervised and approved by artist.

9. Themes: consistent with surrounding area. Consideration will be given to themes that are of artistic expression. Themes such as nature, landscapes, or agriculture are encouraged.
10. Murals shall not serve as an advertisement sign in violation of County Code.
11. Mural permit or approval does not warrant or guarantee that, after installation, the mural will be preserved or remain intact for the expected life span of the mural. If the artist wishes to preserve the mural, it is his or her responsibility to reach an agreement regarding maintenance, and preservation with the property owner. Approval by the Stanislaus County Board of Supervisors does not constitute an indication or promise of any conservation or restoration funds from the County of Stanislaus.
12. **PROPERTY OWNERS:** Murals are protected under the California Art Preservation Act of 1980 (Civil Code Section 980 et.seq.), and/or federal copyright laws. **THE PROPERTY OWNERS ARE RESPONSIBLE FOR OBTAINING THEIR OWN LEGAL ADVICE AND FOR COMPLIANCE WITH ALL APPLICABLE LAWS.**
13. If vandalism/graffiti to the mural occurs, it is the responsibility of the artist to remove graffiti within 48 hours after notification, (consistent with County-wide ordinances regarding graffiti removal). If the graffiti is not removed and the mural is not repaired by the artist, Stanislaus County can remove the graffiti vandalism using their standard removal techniques/materials.
14. It is the responsibility of the artist to create and maintain the mural. The County assumes that the mural will be kept in good repair with periodic maintenance to be performed by the artist as needed. By submitting the application both the artist and property owner agree that should the mural be defaced and/or not repaired, maintained, preserved and/or conserved to the satisfaction of Stanislaus County, Stanislaus County has, in its sole discretion, the authority to repair, maintain, preserve, and/or conserve the mural, or alternatively, the authority to remove, alter, or destroy the mural.
15. If for any reason the mural is removed, altered, or destroyed by the property owner and/or artist, the property owner and/or artist are responsible for restoring the property to the original condition.
16. A public meeting on the proposed mural will be held, with notice of the meeting provided to the neighbors, neighborhood association and/or district coalition, and posted at the site of the proposed mural.

### **Application Process**

1. Complete the Application
2. Contact all adjacent property owners (within ¼ mile or 300 feet when in a densely populated area), neighboring businesses, citizen groups, etc. to explain your project. Include a written description of the project and a picture of the mural art with a copy of your application.
3. Provide the names and addresses of the parties notified in writing. Request and attach their letters of support (permission from the property owner is required).
4. Submit your application, letters of support, and proposed mural design/description to the Director of Parks and Recreation.

5. The Director of Parks and Recreation will first forward the mural application package to the Director of Planning for review, followed by the Park Commission for consideration. If recommended for approval, the application will be forwarded to the Board of Supervisors for consideration. If the Park Commission recommends denial, the application will be directed back to the mural applicant. If revised, the application will be reconsidered. Neighboring property owners, as described within item no. 2 above, will be notified by the Parks Department, when this matter is scheduled for consideration by the Park Commission and the Board of Supervisors.
6. Prior approval of mural design and location must be obtained by the Board of Supervisors before work commences.
7. The artist will sign an agreement with the County that outlines the terms and conditions of the work to be performed within a Stanislaus County owned park.
8. The mural shall not be considered completed until "final approval" has been given by the Park Commission. Upon completion of the mural, pictures or slides of the mural project shall be presented by the artist to the Park Commission for inspection, at a regularly scheduled monthly meeting. Additionally, the applicant must submit a letter stating the type of anti-graffiti coating which has been applied to the mural and the date of application, along with the name of the person who applied the coating. If the mural is consistent with the project approved by the Board of Supervisors, the project will receive "Final Approval" which will be reflected in the Park Commission meeting minutes. If further mural work is required, the artist shall complete the work as directed by the Park Commission before final approval is given.
9. To contest/appeal a Park Commission recommendation – After the second denial from the Park Commission, the Applicant may attach a letter stating their case facts to the application and submit it to the Board of Supervisors office at 1010 Tenth Street, Modesto, CA.

## **Guidelines for Mural Production**

### **Site Preparation**

Proper preparation of the site and mural production will guarantee that this Public Art piece will continue to enhance the community for years.

Brick, plaster and concrete walls offer the best surface for murals. Wood and aluminum are not recommended for permanent murals. Murals may be painted directly on the final surface, or on panels which are to be fixed to the wall either before or after painting.

Ideally the mural surface should be smooth. Should there be a question, it is recommended that a professional artist or painter be consulted.

The quality of the surface preparation will determine the quality of the finished product. Be sure to follow preparation steps and consult with a qualified paint professional to determine the best filler, primer and paint products.

Area is to be pressure washed to remove any dirt and existing paint prior to the commencement of work. Surface should be completely dry before proceeding.

Spackle or another filler should be used to fill cracks, holes, and to level uneven surfaces.

Prime the wall with a latex primer to provide an even surface for the mural.

### **Maintenance**

Pollution and water cause the greatest damage to murals. Annual washing of the surface with a “gentle” soap will minimize damage. Effective surface preparation and a protective topcoat will help to keep the mural in good condition.

#### **Mural Maintenance and Repairs**

##### **1. County Responsibility**

By approving the mural project, the County does not assume any financial obligation for its creation, upkeep or repair.

##### **2. Property Owner Responsibility**

It is the responsibility of the artist to create and maintain the mural. The County assumes that the mural will be kept in good repair with periodic maintenance to be performed by the artist as needed. By submitting the application both the artist and property owner agree that should the mural be defaced and not repaired, maintained, preserved and/or conserved to the satisfaction of Stanislaus County, Stanislaus County has, in its sole discretion, the authority to repair, maintain, preserve, and/or conserve the mural, or alternatively, the authority to remove, alter, or destruct the mural.

If for any reason the mural is removed, the property owner and/or artist are responsible for restoring the property to the original condition.

**3. Mural Vandalism**

If vandalism/graffiti to the mural occurs, it is the responsibility of the artist to remove graffiti within 48 hours after notification, (consistent with County-wide ordinances regarding graffiti removal). If the graffiti is not removed and the mural repaired by the artist, Stanislaus County can remove the graffiti vandalism using their standard removal techniques/materials.

**ROUTING PROCESS**

**1. Director of Stanislaus County Parks and Recreation**

**2. Director of Stanislaus County Planning and Community Development**

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

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

\_\_\_\_\_  
(Print name)

**3. Director of Stanislaus County Parks & Recreation**

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

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

\_\_\_\_\_  
(Print name)

**4. Stanislaus County Park Commission Recommendation:**

\_\_\_\_ Recommended \_\_\_\_ Not Recommended

**Explanation (not recommended):**

\_\_\_\_\_  
(Signature of Chairperson)

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

\_\_\_\_\_  
(Print name)

**5. If application is not recommended by the Park Commission, the application will be returned to the applicant.**

**6. If application is recommended, Parks Department staff will forward the request to the Board of Supervisors for final approval via Board Resolution.**



# Stanislaus County Parks and Recreation

3800 Cornucopia Way, Suite C • Modesto, CA 95358 • 209-525-6750 • <http://www.stancounty.com/parks>

## Original Art Mural Permit Application

**APPLICANT: Complete all sections below that apply to the proposal. Please print legibly.**

Application Date \_\_\_\_\_

**Mural Installation Street Address** \_\_\_\_\_

**Property Owner Name** \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Day Phone \_\_\_\_\_ FAX \_\_\_\_\_ email \_\_\_\_\_

**Mural Artist/Sponsor Name** \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Day Phone \_\_\_\_\_ FAX \_\_\_\_\_ email \_\_\_\_\_

### Type of Mural (check all that apply)

Mural painted on exterior building or wall  Mural consisting of tile or other material affixed to exterior building or wall

### Proposed mural dimensions

width	height	total area	depth of mural from plane of wall	overall mural height above grade
ft.	ft.	sq.ft.	in.	ft.

### RESPONSIBILITY STATEMENT

The property owner must agree to comply with each of the following terms as consideration for issuance of an Original Art Mural permit. The application will not be accepted unless the property owner of the property on which the mural is to be located agrees to these terms by initialing each of them.

1. Mural completed by an artist with prior experience. Murals should be signed and dated. Painting of the mural shall be supervised by the artist. Community projects must be undertaken under the direction of an experienced artist.
2. Review of mural design and location by the Director of Planning.
3. Prior recommendation of mural design, size and location by the Parks and Recreation Dept, the Parks and Recreation Commission and approval by the Stanislaus County Board of Supervisors, before work commences.
4. Consultation and approval with local business association, neighbors and neighboring businesses. Parks and Recreation Commission can make recommendations regarding this requirement. Adjacent property owners and neighbors' letters of support must be submitted.
5. Color: consistent with the surrounding area.
6. Size: Some community parks contain walls that run the entire length of the park. The Parks and Recreation Commission may recommend restricting the size of the mural to ensure that it blends in with the surrounding area.
7. Materials: durable, graffiti resistant and weather resistant materials.
8. Workmanship: any support/attachments must be approved by a professional structural engineer; work on site must be supervised and approved by artist.

9. Themes: consistent with surrounding area. Consideration will be given to themes that are of artistic expression. Themes such as nature, landscapes, or agriculture are encouraged.
10. Murals shall not serve as an advertisement sign in violation of County Code.
11. Mural permit or approval does not warrant or guarantee that, after installation, the mural will be preserved or remain intact for the expected life span of the mural. If parties want to preserve the mural, it is their responsibility to reach an agreement regarding maintenance, and preservation with the property/building owner. Approval by the Stanislaus County Board of Supervisors does not constitute an indication or promise of any conservation or restoration funds from the County of Stanislaus.
12. PROPERTY AND BUILDING OWNERS: Murals are protected under the California Art Preservation Act of 1980 (Civil Code Section 980 ET seq.), and/or federal copyright laws. THE PROPERTY OWNERS ARE RESPONSIBLE FOR OBTAINING THEIR OWN LEGAL ADVICE AND FOR COMPLIANCE WITH ALL APPLICABLE LAWS.
13. It is the responsibility of the artist to create and maintain the mural. The County assumes that the mural will be kept in good repair with periodic maintenance to be performed by the owner/artist as needed. By submitting the application both the mural owner and property owner agree that should the mural be defaced and not maintained in good repair, the County has the authority to paint over the mural.
14. If vandalism to the mural occurs, it is the responsibility of the mural owner/artist to remove graffiti within 48 hours (consistent with County-wide ordinances regarding graffiti removal). If the graffiti is not removed and repaired by the owner/artist, Stanislaus County can remove the graffiti vandalism using their standard removal techniques/materials.
15. A public meeting on the proposed mural will be held, with notice of the meeting provided to the neighborhood association and district coalition, and posted at the site of the proposed mural. I understand that a permit for an Original Art Mural will not be issued until the neighborhood contact requirements specified in Section III of the Original Art Mural Administrative Rules have been met.

With my signature below, I attest that each of the above initialed items is true, and I agree to each of these terms. I understand that I am contractually bound by these terms for the life of the mural. Violations of any of the above initialed terms, or regulations will be enforced by Stanislaus County.

Mural Owner Name (printed) \_\_\_\_\_

Mural Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Owner Name (printed) \_\_\_\_\_

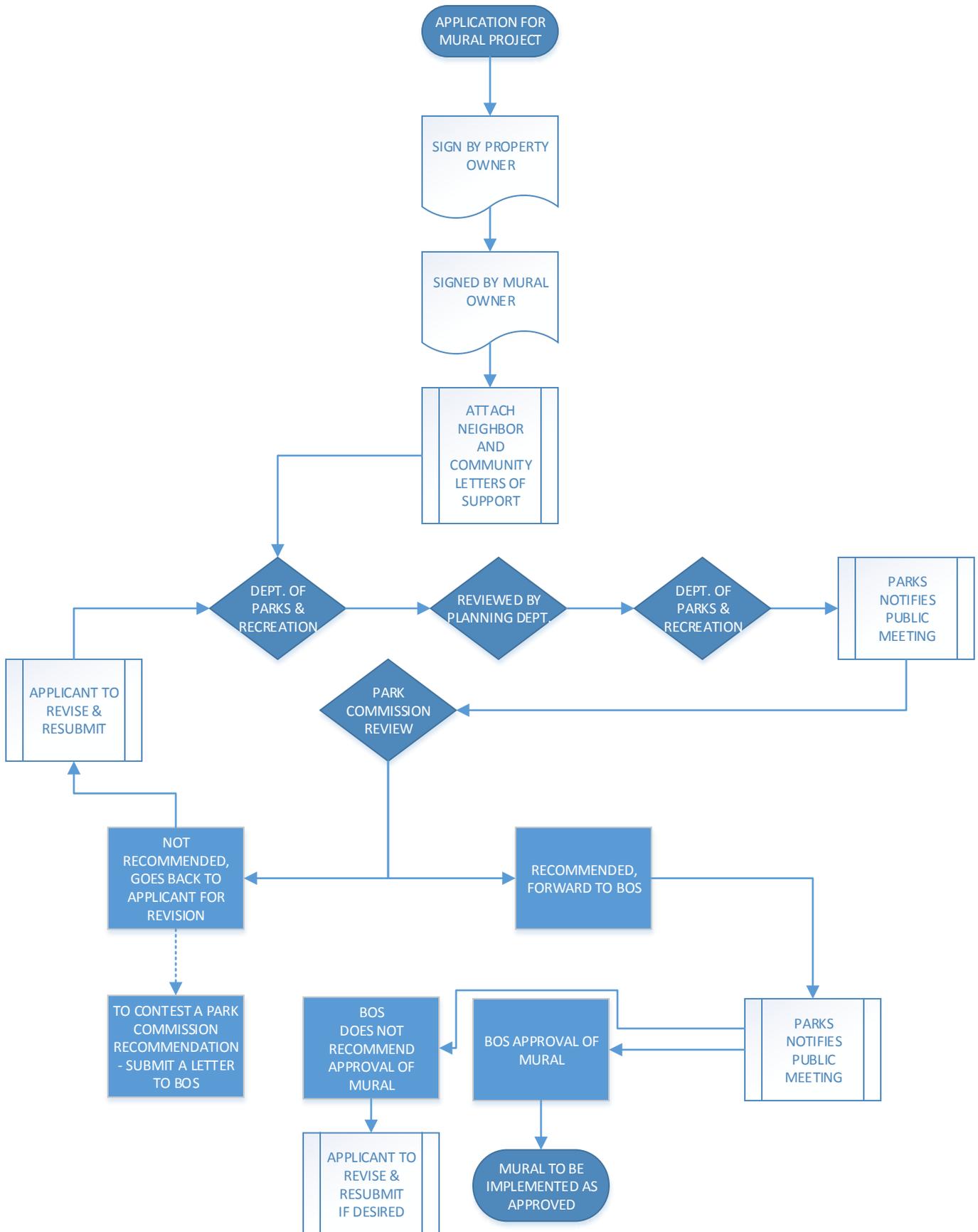
Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

## Original Art Mural Application Submittal Requirements

**All mural applications must be accompanied with the following information:**

- Completed "Original Art Mural" application form, including signature of property owner and mural art owner
- One 8.5 x 11 inch site plan drawn to scale that identifies:
  - property lines
  - building location and façade on which the mural will be located
  - names of streets that abut site
  - north arrow
- One 8.5 x 11 copy of building elevations, drawn to scale that identifies:
  - location and dimensions of existing and proposed murals
  - height of the mural above grade
  - the building eave/cornice and roof line
- Details about how the mural is affixed to building façade
- Written description of material(s) used for the mural
- Design of Mural

All information is subject to change.



## LICENSE AGREEMENT

### Identification of Parties

1. This License Agreement is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the County of Stanislaus, hereafter referred to as “Licensor,” and \_\_\_\_\_, hereafter referred to as “Licensee.”

### Description of Property

2. Licensor is the owner of certain real property situated in Stanislaus County, California, and more particularly described as \_\_\_\_\_ Park, (hereafter referred to as “the Property”.)

### Grant of License

3. Licensor grants to Licensee a license (hereafter referred to as “the License”) to perform the following acts on the Property: Creation and painting of a mural on the Property as described in the approved Mural Application, which is attached to this Agreement as Exhibit “A” and incorporated herein by reference.

### Incidental Rights

4. The License includes the following incidental rights to use of the Property: Licensee shall adhere to all rules, regulations, and ordinance applicable to the Park, **including hours of use.** Licensee may daily transport onto the Property, all painting materials, tools, and scaffolding which are necessary to complete the mural. At the end of each day, Licensee shall remove said painting materials, tools, and scaffolding from the Park. Throughout the duration of this Agreement, Licensee shall safeguard and maintain all painting materials, tools, and scaffolding in such a manner so that other occupants or park users are prohibited access and use of them. Licensee shall not create any dangerous condition upon the Property. Any and all employees and/or agents of Licensee who are assisting Licensee shall be supervised at all times and subject to the terms of this Agreement. In exercising these rights, Licensee must use reasonable care and may not unreasonably increase the burden on the Property.

### License Non-assignable

5. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the

Property is created or vested in Licensee by the grant of this License.

### **Term**

6. This License shall be for a term of \_\_\_\_ months, commencing on the date of this License and terminating on \_\_\_\_\_, or sooner, upon completion of the mural.

### **Termination of Occupancy**

7. On or before the termination date for this License specified in Paragraph 6 of this Agreement, Licensee shall remove all of Licensee's personal property from the Property and shall surrender possession of the Property to Licensor in good order and repair to the satisfaction of Licensor.

### **Indemnity**

8. Licensee waives all claims against Licensor for damages to all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time. Further, Licensee agrees to hold Licensor exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from (a) Licensee's use of the Property, or (b) Licensee's failure to keep the Property and surrounding areas clean and in good condition. Licensee shall not create a dangerous condition upon the Property. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other user of the Property or any occupant of adjoining or contiguous property. Licensee agrees to pay for all damages to the Property, as well as all damage to users of the Property and to the property of those users caused by Licensee's misuse or neglect of the Property.

### **Prohibition Against Waste**

9. Licensee shall not commit, or permit to be committed, any waste on the premises for which this license is granted. Furthermore, Licensee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises, or use the premises for any unlawful purpose. .

### **Insurance**

10. Licensee further agrees to maintain in full force during the term of this License, at Licensee's own expense, a policy of comprehensive liability insurance, including property damage, which will insure Licensee and Licensor against liability for injury to person, damage to property, and death of any person occurring in or about the Property. The policy shall be approved as to form and insurance by the Licensor. The insurance shall be not less than \$\_\_\_\_\_ for any one person injured or killed, not less than \$\_\_\_\_\_ for any one incident, and not less than \$\_\_\_\_\_ for property damage. Licensee shall provide Licensor with a copy of the policy, including an endorsement that states that the policy will not be cancelled during the term of this License.

### **Entire Agreement**

11. This Agreement, including its Exhibits, constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Licensor and Licensee.

Licensor:

\_\_\_\_\_  
Director of Parks and Recreation

Licensee:

\_\_\_\_\_  
Mural Artist

**WRITTEN WAIVER OF ARTISTIC RIGHTS**

I, \_\_\_\_\_ [name] \_\_\_\_\_, artist of the mural painted upon \_\_\_\_\_ [specific surface, e.g., building, rock fence, etc] \_\_\_\_\_, located at \_\_\_\_\_ Park, in Stanislaus County, California, on behalf of myself and my heir(s), beneficiary(ies), devisee(s), or personal representative(s), hereby expressly waive any and all private or public artistic rights and/or protected interests, statutory or inherent, in the mural, its preservation, and protection against physical defacement, mutilation, alteration and/or destruction.

I hereby expressly grant to the County of Stanislaus, its employees, contractors, and/or agents, any and all authority to physically repair, alter, or destroy the mural at any time that the Department of Parks and Recreation and/or the County of Stanislaus so chooses.

This instrument shall be deemed to comply with the written requirements of California Civil Code section 987.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[NAME OF ARTIST]