STAFF REPORT
CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: David Ott, City Manager
MEETING DATE: January 26, 2011
ORIGINATING DEPT: Community Services
SUBJECT: Artwork for Temporary Public Art Program

BACKGROUND:
City Council approved sites for the City’s Temporary Public Art Program (Program) at the October 8, 2008 Council Meeting. Staff worked with the City Attorney on the Professional Services Agreement (PSA) to address specific aspects for the City, the artists, and the artwork participating in the Program. (Attachment # 1)

In 2009, the Public Arts Advisory Commission (PAAC), selected two of the most suitable sites from the Council approved list to begin the Program. The sites are the median at the north/east corner of Cliff Street and North Cedros Avenue, and the south/west corner of Highland and Sun Valley Road. Staff investigated the type of pads that will be required at the sites, the availability of electrical power, and the estimated cost of building the pads and installing power. It was decided that pre-fab cement containers that can accommodate a specific type of artwork (Urban Tree) would be the best solution. In June 2010, the containers were purchased and installed at the selected sites.

The PAAC reviewed numerous Urban Trees and selected two for recommendation to Council. The Urban Trees, Topiary by Christie Beniston, and A Tree for All Seasons by Pat Cranor, have completed the public notice process with no comments received. (See Images, Attachment # 2 & #3)

This item is before the City Council requesting that the proposed Urban Trees be accepted into the City’s Temporary Public Art Program and approved for installation at the designated sites.

DISCUSSION:
The approval and installation of the Urban Trees will initiate an on-going Program to incorporate a variety of unique artwork into the City of Solana Beach on a rotating basis. This Program allows the City to enjoy the benefits of public art without the expense, commitment or controversy that occurs with permanent public art. All aspects of the

CITY COUNCIL ACTION:

AGENDA ITEM C.5.
Program are addressed in the artist agreement including installation, maintenance, publicity, marketing/selling, and removal if the art is sold or the designated time period has elapsed. A minimum display period of six months is required with time extensions of up to two years may be allowed.

The City has agreed to fund the installation of the two Urban Trees being considered. Staff has received an estimate from a contractor experienced with the installation of the Urban Trees. The contractor reported that both pieces can be installed on the same day, with the “Topiary Tree” costing $500, and “A Tree for All Seasons” less than $500.

The Master Art Policy established the Reserve Public Art Account “to be used to provide Solana Beach a rich artistic environment” and it designates that the City can use the Reserve Public Art Account funds for public art installations and maintenance.

Council is asked to approve the PAAC recommendation that the two proposed Urban Trees be installed as part of the City’s Temporary Public Art Program.

**CEQA COMPLIANCE STATEMENT:**
This project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR 15061(b)(3) because the project as proposed is temporary in nature and there is no possibility that the activity in question may have a significant effect on the environment.

**FISCAL IMPACT:**
The Program will be funded with the City’s Reserve Public Art Account. At the end of FY 2009-2010, there was a total of $70,624 in the Reserve Public Arts accounts, with $10,492 in the General Fund and $60,132 in the Coastal Business/Visitors TOT fund.

If approved, the estimated $1,000 for the installation of both Urban Trees will be appropriated from the General Fund Reserve Public Arts Account into the Professional Services account in the Community Services budget. Staff estimates that additional funds for removal and maintenance of the Urban Trees will potentially be required in the next year in an amount not to exceed $2500.

**WORKPLAN:**
N/A

**OPTIONS:**
- Approve Staff recommendations.
- Deny Staff recommendations and provide direction.
DEPARTMENT RECOMMENDATION:
Staff recommends that the City Council:

1. Adopt Resolution 2011-020 (Attachment #4) approving the two Urban Trees, *Topiary* and *A Tree for All Seasons* for the City’s Temporary Public Art Program.

CITY MANAGER’S RECOMMENDATION:
Approve Department Recommendation

David Ott, City Manager

Attachments:
1. Artist PSA for Temporary Public Art Program
2. Image of *Topiary* at No. Cedros & Cliff Street Site
3. Image of *A Tree For All Seasons* at Highland and Sun Valley Road Site
4. Resolution 2011-020
ARTIST AGREEMENT
TO LOAN AND DISPLAY PUBLIC ARTWORK IN THE CITY OF SOLANA BEACH

This agreement is entered into on this ___________, by the City of Solana Beach, a municipal corporation, hereinafter referred to as “CITY” and artist ______________________, hereinafter referred to as the “ARTIST”. Name

RECITALS

WHEREAS, the CITY has implemented a TEMPORARY PUBLIC ART PROGRAM, hereinafter referred to as “PROGRAM” pursuant to Solana Beach Municipal Code Chapter 2.72 by allocating funds for the placement of temporary artwork in public places and authorizing payment for the lighting, installation, placement and maintenance of such works of art; and

WHEREAS, the CITY wants to display certain works of public art, hereinafter referred to as the “ARTWORK,” to be installed on CITY property at a designated location, hereinafter referred to as the “SITE,” at ____________________________; and

WHEREAS, the ARTWORK has been selected, pursuant to procedures adopted by the CITY, to display the ARTWORK and funds have been allocated for that purpose;

NOW, THEREFORE, the CITY and the ARTIST, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. ARTIST’S OBLIGATIONS

   (a) The ARTIST shall, deliver, and assist with installation (pre-arranged with CITY Staff) the ARTWORK described below:

   Loan ARTWORK, ____________________________ to be
   title

   displayed at ____________________________ in the
   site address

   City of Solana Beach. The ARTWORK shall be part of the CITY’S Temporary Public Art inventory and will be subject to the requirements and conditions of the PROGRAM and the guidelines set forth in the MASTER ART POLICY, hereinafter referred to as the (MAP).

   (b) The ARTIST shall exhibit the ARTWORK taking into consideration the nature of the SITE, the community and the funding allocated for the installation of the ARTWORK by the CITY (a total of $_______________, to include delivery and installation of the ARTWORK).

   (c) The ARTIST shall coordinate with the CITY to ensure the design and installation of the ARTWORK takes into consideration any encroachment in the public right of way, including, but not limited to, the safety of persons traveling on the public right of way and shall exhibit the ARTWORK in a manner which conforms to regulations of all public agencies with
jurisdiction over the SITE or ARTWORK and to all other applicable laws, regulations and standards, including but not limited to, federal, state, and local laws.

(d) The ARTIST shall provide details of the ARTWORK including composition materials, dimensions, finish, color, maintenance requirements, value, and any other information that is necessary to display and maintain the condition of the ARTWORK.

(e) The ARTIST shall provide all requirements for installation, cost of installation and furnish supplies, and materials necessary for installation of the ARTWORK.

(f) Upon installation of the ARTWORK, the ARTIST shall provide written instructions for appropriate maintenance and preservation of the ARTWORK.

(g) The risk of loss or damage to the ARTWORK shall be borne by the ARTIST and the ARTIST shall take such measures as are necessary to protect the ARTWORK from loss or damage. ARTWORK installed and located at the SITE is considered to be on loan to the CITY, and under the control and responsibility of the ARTIST.

(h) The ARTIST represents and warrants that the ARTWORK is original and does not infringe upon any copyright and that registration of the copyright is the responsibility of the ARTIST.

2. **CITY'S OBLIGATIONS**

(a) The CITY shall provide the ARTIST with photos and information about the SITE.

(b) The CITY shall be responsible for all expenses, labor, and equipment to prepare the SITE for the timely installation of the ARTWORK, including landscaping, footings, plumbing, electrical service, and lighting of the ARTWORK.

(c) The CITY shall be responsible for the labor and expense of installation of the Artwork onto the CITY property/site.

(d) A plaque identifying the ARTIST, the title of the ARTWORK, the year it was completed, and if it is for sale, the cost of the ARTWORK will be displayed in the immediate vicinity of the installed ARTWORK at the expense of the CITY.

3. **TERM**

The ARTIST agrees to a one year contract with the option to extend the display period in six month increments if agreed upon by all parties.

4. **OWNERSHIP OF THE ARTWORK**

ARTIST remains owner of the ARTWORK along with all rights of ownership, and control. The ARTWORK is on temporary loan to the CITY.
5. **REPRODUCTION RIGHTS**

The ARTIST retains all rights under the Copyright Act of 1976 (17 U.S.C. §101 et. seq.). The ARTIST grants to the CITY a non-exclusive, irrevocable, royalty-free license to make reproduction of the ARTWORK for noncommercial purposes, including but not limited to, reproductions used in CITY business, advertising, informational kiosks, brochures, posters, media publicity, catalogs, photographs, drawings, or publications of or about the CITY, providing however, the CITY may not re-license the ARTWORK nor alter ARTWORK by selecting portions without ARTIST’S consent. The CITY is not responsible for commercial use or photographs of the ARTWORK as a result of its display in the public arena and exposure to the general public.

6. **REGISTRATION OF COPYRIGHT**

The responsibility for registration of the copyright shall be the responsibility of the ARTIST under this agreement.

7. **WARRANTIES**

The ARTIST represents and warrants that:

(a) The ARTWORK is solely the result of the artistic effort of the ARTIST.

(b) The ARTWORK is original and does not infringe upon any copyright.

(c) Reasonable maintenance of the ARTWORK will not require procedures in excess of those described in the maintenance recommendations submitted by the ARTIST to the CITY.

(d) The warranty of quality and condition shall survive for the minimum display period of one year after installation of the ARTWORK. The CITY shall give notice to the ARTIST of any observed breach with reasonable promptness.

(e) 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 standards including cure by means of repair or re-fabrication of the ARTWORK.

8. **REMOVAL**

(a) At the end of one year, the term of this contract unless display time extensions have occurred, the ARTIST will notify the CITY that the ARTWORK is being removed.

(b) The CITY will work with the ARTIST to schedule the removal.

(c) The CITY is responsible for all costs removing the ARTWORK from the SITE.
(d) The ARTIST is responsible reclaiming the ARTWORK and all expenses associated with transporting the ARTWORK once removed from the CITY site.

9. INDEPENDENT CONTRACTOR

ARTIST is, for all purposes arising out of this AGREEMENT, an independent contractor. The ARTIST has and shall retain the right to exercise full control and supervision of all persons assisting the ARTIST in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither ARTIST nor ARTIST's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. ARTIST is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

10. INSURANCE

(a) ARTIST shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY's Risk Manager.

(b) ARTIST's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

(c) Types and Amounts Required. ARTIST shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

   (i) Commercial General Liability (CGL). If checked the ARTIST shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

   (ii) Commercial Automobile Liability. If checked the ARTIST shall maintain Commercial Automobile Liability Insurance for all of the ARTIST's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00
01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

(iii) **Workers' Compensation.** If checked the ARTIST shall maintain Worker's Compensation insurance for all of the ARTIST's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum $1,000,000.00 employers' liability coverage. The ARTIST shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

(d) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the ARTIST and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the ARTIST shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(e) **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

(i) The CITY, its officers, officials, employees, and representatives shall be named as additional insured. The CITY's Additional Insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) and shall be submitted to the CITY.

(ii) The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

(f) **Verification of Coverage.** ARTIST shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 9. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

11. **WITHHOLDINGS**

The CITY shall not make any federal or state tax withholdings on behalf of the ARTIST. The CITY shall not be required to pay workers' compensation insurance on behalf of the ARTIST. The ARTIST agrees to indemnify the CITY for any tax, retirement contribution, social security, or workers' compensation payment, which the CITY may be required to make on behalf of the ARTIST or any employee of the ARTIST for work done under this agreement.
12. NONDISCRIMINATION

In performing under this Agreement, ARTIST shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. ARTIST agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

13. COVENANTS AGAINST CONTINGENT FEES

The ARTIST warrants that he or she has not employed or retained any company or person, other than a bona fide employee working for the ARTIST, to solicit or secure this agreement, and that ARTIST has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this agreement. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, gift, or contingent fee.

14. INDEMNIFICATION

ARTIST agrees to indemnify, defend, and hold harmless the CITY, its elected officials, officers, officials, agents, employees and volunteers from any and all claims, demands, costs or liability (including claims, costs, demands, or liability brought by ARTIST) that arise out of, or pertain to, or relate to the performance of services under this AGREEMENT by ARTIST, its employees, agents, or subcontractors. ARTIST’s duty to indemnify under this section shall not include liability for damages arising from the sole negligence or willful misconduct by the CITY. ARTIST’s indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT. ARTIST shall reimburse the City for all expenses that City incurs in pursuing a claim for indemnity or defense pursuant to this Agreement.

15. ASSIGNMENT OF CONTRACT

The ARTIST shall not assign this contract or any part thereof or any monies due thereunder without the prior written consent of the CITY.

16. SUBCONTRACTING

(a) The ARTIST’s hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
(b) All contracts entered into between the ARTIST and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The ARTIST shall require the subcontractor to obtain, all policies described in Section 10 in the amounts required by the CITY, which shall not be greater than the amounts required of the ARTIST.

(c) In any dispute between the ARTIST and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The ARTIST agrees to defend and indemnify the CITY as described in Section 10 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

17. CONFLICT OF INTEREST

(a) ARTIST shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. ARTIST shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the ARTIST has a financial interest as defined in Government Code § 87103. ARTIST represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

(b) If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the ARTIST makes, or participates in, a “governmental decision” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the ARTIST shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the ARTIST's relevant financial interests.

(c) □ If checked, the ARTIST shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the ARTIST shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY’s determination that the ARTIST is subject to a conflict of interest code. The ARTIST shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the agreement, disclosing any financial interests held during the previous calendar year for which the ARTIST was subject to a conflict of interest code.

18. STANDARD OF PERFORMANCE

While performing the PROFESSIONAL SERVICES, ARTIST shall exercise the reasonable professional care and skill customarily exercised by reputable members of ARTIST'S profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.
19. **CALIFORNIA LAW; VENUE**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. ARTIST hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

20. **NOTICES**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Anita Edman
PROGRAM Manager
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075
Email: edman@cosb.org

21. **COMPLIANCE WITH LAWS**

The ARTIST shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

22. **ENTIRE AGREEMENT**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

23. **TERMINATION**

If the CITY decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, the CITY may terminate this Agreement upon written notice to ARTIST.

24. **NO WAIVER**

No failure of either the CITY or the ARTIST to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or
remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

25. SEVERABILITY

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

26. DRAFTING AMBIGUITIES

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

Acknowledged and Accepted:

ARTIST: ____________________________  CITY OF SOLANA BEACH

By: ________________________________  By: ______________________________
    Artist                          DAVID OTT, City Manager

APPROVED AS TO FORM:                ATTEST:

JOHANNA N. CANLAS, City Attorney    ANGELA IVEY, City Clerk
NOTICE OF NEW SCULPTURE TO BE INSTALLED AS PART OF THE SOLANA BEACH TEMPORARY PUBLIC ART PROGRAM

NOTICE IS HEREBY GIVEN that a public review period for a temporary public art piece named Topiary, proposed at this site, the corner of North Cedros & Cliff Street, is in process until December 20, 2010. To comment or for questions regarding this sculpture or the City’s Temporary Public Art Program, please contact Anita Edman at 858 720-2454 or by email at aedman@cosb.org.
NOTICE OF NEW SCULPTURE TO BE INSTALLED AS PART OF THE SOLANA BEACH TEMPORARY PUBLIC ART PROGRAM

NOTICE IS HEREBY GIVEN that a public review period for a temporary public art piece named *A Tree for All Seasons*, proposed at this site, the corner of Highland & Sun Valley Road, is in process until December 20, 2010. To comment or for questions regarding this sculpture or the City’s Temporary Public Art Program, please contact Anita Edman at 858 720-2454 or by email at aedman@cosb.org.
RESOLUTION 2011-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOLANA BEACH, CALIFORNIA, APPROVING ARTWORK,
tWO URBAN TREES, FOR THE TEMPORARY PUBLIC ART
PROGRAM (PROGRAM)

WHEREAS, the City Council approved sites for the City’s Temporary Public Art
Program on October 8, 2008; and

WHEREAS, Staff and the Public Arts Advisory Commission (PAAC) selected two
sites as the most suitable for the project and installed at each site a concrete container
that can accommodate specific artwork known as an Urban Tree; and

WHEREAS, the Public Arts Advisory Commission (PAAC) selected two Urban
Trees that successfully completed the public notice process; and

WHEREAS, the artists have agreed to the City’s terms and Professional
Services Agreement for the Program; and

WHEREAS, the funds for the project have been identified in the City’s Reserve
for Public Art account in the General Fund; and

WHEREAS, the project is exempt from the California Environmental Quality Act
(CEQA) pursuant to 14 CCR 15061(b)(3) because the project is temporary nature and
there is no possibility that the activity in question may have a significant effect on the
environment.

NOW, THEREFORE, the City Council of the City of Solana Beach, California,
does resolve as follows:

1. That the above recitations are true and correct.

2. That the City Council approves the two Urban Trees, Topiary and
A Tree for All Seasons, for the City’s Temporary Public Art
Program.

3. That the City Council appropriate $1,000 from the General Fund
Public Arts Reserves (001-3326) and increase the appropriation
for budget unit 001-7000-7100-6530 by $1,000.
4. That the City Council authorizes the City Treasurer to amend the FY 2010-11 Budget accordingly.

PASSED AND ADOPTED this 26th day of January, 2011, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –
NOES: Councilmembers –
ABSTAIN: Councilmembers –
ABSENT: Councilmembers –

LESA HEEBNER, Mayor

APPROVED AS TO FORM: ATTEST:

JOHANNA N. CANLAS, City Attorney ANGELA IVEY, City Clerk