



Culver CITY

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SUSAN DEEN, Chair
LUTHER HENDERSON, III, Vice Chair
CLEMENT HANAMI, Commissioner
RONNIE JAYNE, Commissioner
GAYLE SMASHEY, Commissioner

CULTURAL AFFAIRS COMMISSION ADJOURNED MEETING AGENDA TUESDAY, June 26, 2007

PUBLIC COMMENT

The Cultural Affairs Commission will listen to the public on any item on the agenda or item of interest that is not on the agenda. The Cultural Affairs Commission cannot legally take action on any item not scheduled on the agenda. Such items may be referred for administrative action or scheduled on a future agenda.

If you wish to speak to the Commission, please complete a Speaker's Card and present it to the Secretary before the agenda item is called. You will be called to the podium by name when it is your turn to speak to the Commission.

PUBLIC COMMENT FOR ITEMS ON THE AGENDA

Persons wishing to speak on agenda items will be called at the time the agenda item is brought forward. Comments will generally be limited to five minutes per speaker; however, a three-minute limit may be declared by the Chair from time to time for agenda items for which many Speaker Cards have been submitted.

NOTE: AT OR ABOUT 11:00 P.M., COMMISSIONERS WILL DETERMINE WHETHER TO CONTINUE WITH DISCUSSION OF REMAINING ITEMS ON THE AGENDA OR TO CARRY SOME/ALL OF THE ITEMS OVER TO A FUTURE MEETING DATE.

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

A total of twenty minutes shall be devoted to audience participation at the beginning of the agenda. Speakers will be called on in the order cards were received by the Secretary. If additional time is needed, the Chair will allow for some at the end of the agenda.

When the Secretary calls your name, please advance to the podium, state your name and city of residence. Speakers must limit their comments to five minutes in length. A three-minute time limit may be declared by the Chair if there are a large number of individuals desiring to address the Commission.

CELL PHONES AND OTHER DISTRACTIONS

Use of cell phones, pagers and other communication devices is prohibited while the Commission meeting is in session. Please turn all devices off or place on a silent alert and leave the Chambers to use. During the meeting, please refrain from applause or other actions that may be disruptive to the speakers and the conduct of City business.

MEETING INFORMATION

Cultural Affairs Commission meetings are regularly scheduled for the second Tuesday of every month. Commission Agenda information is available 72 hours before each meeting.

Cultural Affairs Commission meetings can be viewed live on Channel 35 by most Comcast subscribers. Meetings are also broadcast on the City's Radio Station AM 1690. To view the commission meetings on line please visit <http://www.culvercity.org/webcast>.

ALD

Assisted Listening Devices are available through Cultural Affairs staff.



Agendas are
available on the web @
www.culvercity.org

AGENDA
Cultural Affairs Commission
Adjourned Regular Meeting
June 26, 2007
7:00 p.m.
Mike Balkman Council Chambers
City Hall

CALL TO ORDER & ROLL CALL:

Chair Susan Deen
Vice Chair Luther Henderson, III
Commissioner Clement Hanami
Commissioner Ronnie Jayne
Commissioner Gayle Smashey

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT – Items Not On the Agenda

CONSENT CALENDAR *Note: Consent Calendar items are considered to be routine in nature and may be approved by one motion. Public requests to discuss Consent Calendar items must be filed with the Secretary before the Consent Calendar is called.*

C-1. Receive and file Secretary's Report on Posting of Agenda. ***Approve report.***

C-2. Minutes of the May 8, 2007 Regular Meeting. ***Approve minutes.***

ACTION ITEMS *Public requests to discuss Action Items must be filed with the Secretary before the item is called.*

A-1. Presentation by the City Manager and the Assistant City Manager Related to the Facilitated Meeting and Recently Adopted City Council Policy.

A-2. Introduction of New Cultural Affairs Commissioner Marla Koosed.

PUBLIC COMMENT - Items Not On the Agenda (Continued)

RECEIPT OF CORRESPONDENCE

ITEMS FROM STAFF

ITEMS FROM COMMISSIONERS

ADJOURN

**Cultural Affairs Commission Meeting
Mike Balkman Council Chambers
City Hall
July 10, 2007
7:00 PM**

Upcoming Public Meeting Tentative Schedule -- June/July, 2007

Date	Day	Time	Location
<i>City Council</i>			
<i>June – 25</i>	<i>Monday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
<i>July - 9</i>	<i>Monday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
<i>July – 23</i>	<i>Monday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
<i>Redevelopment Agency</i>			
<i>June – 25</i>	<i>Monday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
<i>July - 2</i>	<i>Monday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
<i>July – 16</i>	<i>Monday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
<i>Civil Service Commission</i>			
<i>July – 18</i>	<i>Wednesday</i>	<i>7:00PM</i>	<i>Council Chambers</i>
<i>Cultural Affairs Commission</i>			
<i>June – 26</i>	<i>Tuesday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
<i>July – 10</i>	<i>Tuesday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
<i>Parks & Recreation Commission</i>			
<i>July – 3</i>	<i>Tuesday</i>	<i>7:00PM</i>	<i>Council Chambers</i>
<i>Planning Commission</i>			
<i>July – 11</i>	<i>Wednesday</i>	<i>7:00 PM</i>	<i>Council Chambers</i>
• <i>Times and dates may be changed.</i> • <i>Meetings may be added or changed</i>			

City of Culver City, California
Cultural Affairs Commission Agenda Item Report

Meeting Date: 01/09/2007		Item Number: A-1	
AGENDA ITEM: Consideration of Second Revision to 1997 Approved Concept for Public Art Project at Hillside Memorial Park			
Contact Person/Dept.: Christine Byers/ Community Development		Phone Number: (310) 253-5776	
Fiscal Impact: Yes ☐ No ☒		General Fund: Yes ☐ No ☐	
Public Hearing: ☐		Action Item: ☒	Attachments: ☒
Public Notification: Kent Twitchell (01/04/07); Nathan Zackheim (01/04/2007); and, Master Notification List (01/04/2007)			
Department Approval: Todd Tipton		City Manager Approval: N/A	
City Controller Approval: N/A			

RECOMMENDATION:

That the Cultural Affairs Commission ("CAC") approve Hillside Memorial Park and Mortuary's ("Hillside") request to consider the completed mural depicting a marriage ceremony by artist Kent Twitchell as fulfillment of the public art requirement for the construction of the Acacia Gardens mausoleum.

BACKGROUND & DISCUSSION:

On September 14, 2004, the CAC considered a request from the officers at Hillside to alter the scope of work as originally approved by the City in 1997 for a public art concept by artist Kent Twitchell at the Acacia Gardens mausoleum. The CAC unanimously approved the recommendation that the scope of the project with regard to fulfillment of the City's public art requirement be reduced from a triptych (three panel) to a diptych (two panel) art work. At that time, in the seven years since the approval of the art concept by the City, only one and a half of the proposed panels had been installed at the site.

Since September 2004, officers at Hillside and their representatives have been in contact with both the artist and his representative, Nathan Zackheim, via telephone, e-mail and studio visits. Attached is a memorandum from Nathan Zackheim, dated March 10, 2005, outlining a tentative schedule for completion of the remaining work. To date, no change has occurred at the Acacia Gardens mausoleum site with regard to installation of additional art work since this item was presented to the CAC for consideration in September 2004.

City of Culver City, California
Cultural Affairs Commission Agenda Item Report

At this juncture, Hillside is requesting that the CAC accept the completed mural (depicting a marriage ceremony) as fulfilling the public art requirement for the construction of the Acacia Gardens mausoleum. Hillside has paid the artist \$42,000 to date (from an original contract of \$75,000 for three panels). The minimum 1% for public art for this development project is \$11,881.38. Hillside proposes to visually balance this elevation of the mausoleum structure by adding a second mural to the wall that is currently blank and perhaps a verse to the center panel. This additional work would be done on Hillside's own terms and would not be considered part of Hillside's public art requirement.

By deeming the public art concept completed, City staff would be able to sign off on the Certificate of Occupancy for the Acacia Garden mausoleum.

ATTACHMENTS:

1. September 14, 2004 CAC Staff Report with attachments.
2. Excerpt of September 14, 2004 CAC meeting minutes.
3. March 10, 2005 memorandum from Nathan Zackheim to Barry Berlin

MOTION:

That the Cultural Affairs Commission:

Kent Twitchell's completed mural depicting a marriage ceremony at the Acacia Gardens mausoleum completes Hillside Memorial Park and Mortuary's public art requirement for that construction project.

City of Culver City, California
Cultural Affairs Commission Agenda Item Report

Meeting Date: 09/14/2004		Item Number: 6A	
AGENDA ITEM: Consideration of Revision to 1997 Approved Concept for Public Art Project at Hillside Memorial Park			
Contact Person/Dept.: Christine Byers/ Community Development		Phone Number: (310) 253-5776	
Fiscal Impact: Yes ☐ No ☒		General Fund: Yes ☐ No ☐	
Public Hearing: ☐		Action Item: ☒	Attachments: ☐
Public Notification: Kent Twitchell (8/24/04); Master Notification List (9/2/04)			
Department Approval: Susan Evans		CAO Approval:	
City Controller Approval:			

RECOMMENDATION:

That the Cultural Affairs Commission approve the applicant's request to change the scope of work as originally approved by the former Culver City Art Committee in 1997.

BACKGROUND:

Pursuant to Municipal Code Section 15.06.115, Hillside Memorial Park and Mortuary ("Hillside") was required to fulfill the public art requirement for the development of the Acacia Gardens mausoleum project which was begun in 1997. The project valuation was \$1,188,138, of which the minimum 1% was \$11,881.38. The directors of Hillside chose to commission renowned California muralist Kent Twitchell to create an original triptych depicting life's passages (birth, marriage, old age) and agreed to pay \$75,000 for the artwork. The agreement (attached), which was entered into in August 1997, also stipulated that the project be completed within eighteen (18) months. Hillside received approval from the City for this project in 1997 as fulfillment of its public art requirement for the Acacia Gardens development project.

DISCUSSION:

Mr. Twitchell completed and installed the first mural several years after signing the contract with Hillside in 1997 and part of the second mural in 2003. In the last year, Mr. Twitchell has corresponded both with the directors of Hillside and the Public Art Coordinator about his progress but has provided little evidence thereof (e.g., photographs, sketches, etc.). His most recent communication in March 2004 promised delivery of the figures for the second mural (Mr. Twitchell paints the mural

City of Culver City, California
Cultural Affairs Commission Agenda Item Report

images off-site and then bonds them to the wall at the site) in May 2004. Every communication with Mr. Twitchell has resulted in explanations for delay and promises of a delivery of more art work within several months. Pursuant to Mr. Berlin's letter dated August 17, 2004, staff's last conversation with Mr. Twitchell was on August 24 to inform him of Hillside's request and staff's endorsement thereof. Mr. Twitchell seemed accepting of the decision on Hillside's part and stated that he could not blame them for their request. Mr. Twitchell felt that he would be able to deliver the missing figures for mural no. 2 in the late fall of this year.

Hillside has paid Mr. Twitchell \$42,000 to date which exceeds the minimum 1% public art requirement for the Acacia Gardens project over three fold. In a telephone conversation with Mr. Barry Berlin of Hillside, staff was informed that the directors of Hillside intend to leave the third wall blank and perhaps paint it a neutral color to blend with the surroundings.

ATTACHMENTS:

1. Letter from Barry Berlin dated August 17, 2004;
2. Mural Contract between Hillside and Kent Twitchell
3. Los Angeles Times article, August 8, 2004; and,
4. Images of site and art work.

MOTION:

That the Cultural Affairs Commission:

Approve Hillside's request to change the scope of the artwork concept from three murals to two as fulfillment of Culver City's public art requirement for the Acacia Gardens mausoleum project.



HILLSIDE

MEMORIAL PARK AND MORTUARY ★

A COMMUNITY SERVICE OF TEMPLE ISRAEL OF HOLLYWOOD

RECEIVED
C.C.R.A.

2004 AUG 13 August 17, 2004

B. Christine Byers, Public Art Coordinator
City of Culver City
P.O. Box 507
Culver City, CA 90232

Dear Ms. Byers,

Our Acacia Gardens project required public art or fees in the amount of \$11,881.38, since the total construction cost was \$1,188,138. Hillside Memorial Park (HMP) entered into a contract in good faith with well-known artist Kent Twitchell, and our three piece mural was approved by the city's Arts Committee at that time. In this 1997 contract with Twitchell (see attached) Hillside agreed to pay the artist a total of \$75,000 for his work, which far exceeded the required 1%. We were happy to commission this artwork, which was viewed as a benefit to the city as well as Hillside Memorial Park.

The aforementioned contract calls for the completion of the artwork by the end of 1998. As of today, only one of the three panels has been completed, as you know. The second panel is only partially complete, for which Mr. Twitchell has once again missed the most recent deadline of May, 2004. Hillside has paid the artist \$42,000 to date for his work. As you see at the top of Page #2 in the contract, there is a provision if the artist does not complete the artwork on time. At this point, the artist will be six years late at the end of 2004.

Some families have purchased property based on Hillside Memorial Park's commitment for finished artwork, commissioned to enhance the burial sites of loved ones. This has become an embarrassment, as well as aesthetic and credibility issues for the park.

We can no longer take a passive position on this artwork, and we know the city has been placed in a difficult position as well. This art issue even kept the project from being signed off for some time. We seek the city's guidance in finally solving this problem in a timely manner.

The artwork in its current form has exceeded the public art fees. We would like to propose that the city recognize the completion of the second panel as satisfying the artwork for Acacia. Since this project, we have revised our master plan and completed The Matriarch's project, for which HMP paid into the art fund.

You can see in the photos attached why the incomplete artwork is considered by many to be worse than having a blank wall. Given our experience with this artist, we feel it is unfair for him to cause HMP to be in violation of the city's public art requirement. We entered this contract in good faith, but feel it to be unrealistic to think we can effect the

completion of a third panel, not to mention the second. We will finish the third wall ourselves.

I look forward to your advice. Please contact me before having any contact with the artist. We have not shared this suggestion with him as yet. A recent LA Times article is attached for your review.

Most sincerely,

A handwritten signature in dark ink, appearing to read "Barry Berlin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Barry Berlin
Chief Operating Officer

cc: Susan Evans, Community Development Director
Mark Friedman, Hillside Memorial Park and Mortuary
Julie Lugo Cerra, Cerra Enterprises

Enclosures

MURAL CONTRACT

This Agreement is made this 22 day of AUGUST, 1997 by and between KENT TWITCHELL ("Artist"), whose address is 9429 Main Street, Post Office Box 145, Upper Lake, California 95485 and HILLSIDE MEMORIAL PARK AND MORTUARY ("Owner"), whose address is 6001 Centinela Blvd., Los Angeles, California 90045 (collectively the "Parties").

RECITALS

Whereas, Owner owns a mausoleum building at its address stated above (the "Building"); and

Whereas, Artist is a fine artist with expertise in painting murals; and

Whereas, the Parties desire to make an agreement whereby Owner will provide suitable walls and will commission Artist to design, paint and install three (3) murals on three (3) walls of the Building;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties agree as follows:

AGREEMENT

1. COMMISSION AMOUNT AND MANNER OF PAYMENT. Owner shall pay Artist a total of SEVENTY FIVE THOUSAND DOLLARS (\$75,000) as a commission for the three (3) murals. This commission will cover the Artist's fee, paints, and labor used by Artist to assist in the painting of the mural in the Artist's studio and in the installation of the three (3) murals. Scaffolding required for installation of the murals shall be provided by Owner. Artist acknowledges receipt of Seven Thousand Five Hundred Dollars as a retainer which has been applied toward the total commission. The remainder of the payment schedule shall be as follows:

Seventeen Thousand Five Hundred Dollars (\$17,500) upon the signing of this Agreement and the approval of [the murals?] by the appropriate Culver City agencies;

Twenty Five Thousand Dollars (\$25,000) when the project is half completed (defined as after the first Mural has been painted, installed, touched up and sealed and the second Mural is fully drawn and ready to paint in the Artist's studio).

Twenty Five Thousand Dollars (\$25,000) after the third Mural has been completely installed, touched up and sealed.

2. COMMENCEMENT OF WORK. Artist shall commence work on the first Mural within thirty (30) days of receipt of the initial payment of Seventeen Thousand Five Hundred Dollars (\$17,500) by Owner. Artist shall work diligently on the Murals until all have been completed, which Artist

estimates will be from seven (7) to ten (10) months from the commencement of the work. If Artist fails to complete all of the Murals (including installation, touch up and sealing) within eighteen (18) months from the date of commencement of the work, Owner may deduct Two Hundred Fifty Dollars (\$250) per day from the final commission payment until the Murals are completed.

3. DESCRIPTION OF MURALS. Artist shall design, paint and install three (3) original murals for Owner. The Murals will be placed on three (3) separate walls and will depict family members of various ages from infants to the elderly. Painted figures will relate happily to each other and some will also relate to the viewer. The dimensions of the three (3) panels which are to comprise the Murals will be 16 1/2' x 16', 21' x 16', and 26' x 16'.

4. WARRANTY BY ARTIST. Artist warrants that he is the creator of the Artwork and that he is the copyright owner. With regard to the length of time that the Murals are expected to remain in good condition, reference is made to that letter dated July 17, 1997 from Artist to Owner. That letter is incorporated into this Agreement by this reference. If the parties agree that restoration of the Murals is required, such restoration shall be performed by Artist at no expense to Owner within a reasonable period of time after the parties agree on the need for restoration. The preceding sentence shall not apply to restoration required as the result of vandalism, or damage caused by Owner's employees or agents.

5. COPYRIGHT AND OTHER RIGHTS. Artist shall retain all rights, title and interest to the Murals as well as to any incidental and preliminary designs and artwork and thereby retains all rights to reproduce, distribute and/or display the artwork (but not including the right to remove the Murals from the Building) and any derivative work based on the subject matter of the Murals, as well as all other rights, privileges and remedies granted or reserved to a copyright owner under the copyright laws of the United States of America. Owner shall comply with the California Civil Code Section 987, the Arts Preservation Act, all copyright laws and other relevant laws. Artist shall allow Owner to reproduce the Murals for any purpose except for profit and will reasonably negotiate any for profit reproductions.

6. REPAIR, RESTORATION AND REMOVABILITY FOLLOWING WARRANTY PERIOD. Following the Warranty Period, Artist shall be informed and consulted with respect to any repairs and restoration efforts to be undertaken on the Murals and if Artist so desires, shall supervise all such repair and restoration efforts at no expense to Owner.

7. BINDING ON SUCCESSORS AND ASSIGNS. Subject to the provisions contained herein, this Agreement shall insure to the benefit of and be binding upon the Parties hereto, their successors, trustees, assigns, receivers and legal representatives. Notwithstanding the preceding sentence, the Parties acknowledge that this Agreement calls for the personal efforts of Artist. In the event that Artist is unable to complete the Murals due to death or disability, Owner shall have the right to engage another artist (the "Replacement") to complete the Murals based on the drawings and renderings of Artist. Artist or his estate and legal representatives agree to furnish

the drawings and renderings for the use of Replacement, but such designs and renderings shall remain the property of Artist or his estate. In the event of Artist's death or disability, no further payments will be due following the date of death or disability, other than payments then due according to the payment schedule set forth herein but unpaid.

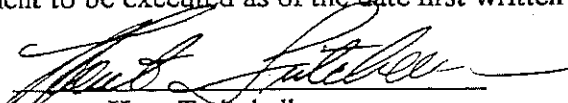
8. INSURANCE. Owner agrees to maintain general liability insurance with limits commensurate with Owner's business activities. In the event that Artist hires workers to assist in the installation, touch up and sealing of the murals, Owner agrees to procure workers' compensation insurance at its expense.

9. ENTIRE AGREEMENT. This Agreement contains all of the terms and conditions agreed upon by the Parties. It may not be modified or terminated except by written agreement of both Parties. This Agreement supercedes all previous representations, negotiations, commitments and writings by and between the Parties with respect to the subject of this Agreement.

10. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California and the United States of America.

The Parties have caused this Agreement to be executed as of the date first written above.

Date: AUG 22, 1997


Kent Twitchell

Date: Aug. 19, 1997

HILLSIDE MEMORIAL PARK & MORTUARY

By: 
Mark A. Friedman, Chief Exec. Officer

Los Angeles

Freeway Lady Mural to Move Off the Highway

Artist Kent Twitchell will recast the popular artwork, a tribute to his grandmother, on the large wall of a Sherman Oaks gallery.

By PATRICIA WARD
BIDDERMAN
Times Staff Writer

Once a favorite public mural, Kent Twitchell's so-called Freeway Lady was destroyed twice — painted over by a billboard company in 1986, then vandalized while being restored in 2000.

But now it appears that the 1974 "Old Woman of the Freeway," as the work is named, will rise again. And in a most unlikely place: on the side of the Valley Institute of Visual Art gallery in Sherman Oaks.

"A second chance. You don't get many of those in life," said Twitchell, 62, a Northern California resident in Los Angeles to oversee the restoration in Playa del Rey of his mural depicting Olympic athletes.

Being chosen as the site of the reborn Freeway Lady is a coup for the art institute, a community-oriented gallery that opened in a Northridge strip mall in 1999 and has struggled to find a location more likely to attract art patrons.

Twitchell said he discovered the gallery in April, after he gave a talk on creativity to members of Women Painters West, one of the five San Fernando Valley-based artists groups that founded the gallery.

Ten Garcia and other board members invited Twitchell to visit the gallery and asked if he would consider having a retrospective of his work there. After



OFF THE WALL: Artist Kent Twitchell, with a study of the 1974 "Old Woman of the Freeway," will reproduce the mural on the side of the Valley Institute of Art in Sherman Oaks. The original work, visible from the Hollywood Freeway, was vandalized.

three years in a mid-mall dominated by a fast-food restaurant, the gallery reopened in May at 13261 Moorpark St. in Sherman Oaks.

According to board member Susan Kuss, Twitchell liked the new gallery and its big, blank side wall that faces Pulmon Avenue. "He took one look at it and said, 'I want to put the Freeway Lady there.'"

The wall will provide the equivalent of a canvas 28 feet high and 90 feet wide — much

wider than the wall of the Prince Hotel in Echo Park, where the 22-by-30-foot mural was originally painted.

The mural showed a white-haired, bright-eyed woman wrapped in a multicolored sash, which stretched out behind her, framing a moon in a black, night sky. The work quickly became a favorite of those driving north on the Hollywood Freeway.

The bottom half of the mural was obscured when a part-

ing garage was built next to the hotel. Then, without notifying Twitchell, as required by state law, the mural was painted over. The artist sued the owner of the hotel and others and, in 1992, received a settlement that included \$125,000 to restore the work. When about one-third restored, the mural was marked with graffiti.

"She was really looking good," Twitchell said, but now doubts any of the original can be saved. He still has all the

supporting drawings and other materials, however.

Among his many works, the Freeway Lady is his favorite. Twitchell said. It pays homage to his grandmother, who helped raise him. "She actually made me an algham just like the one in the painting."

And the mural has special resonance for him because it marks a time of self-discovery, his choice of his own way over the fashionable way.

In painting the Freeway

Lady, he said, "I was going against everything that was hip in art" in the 1970s, turning his back on abstraction and, in a way, on hipness itself. In a culture and a city that worships youth, his model was a woman in her 70s, character actress Lillian Bronson.

"It was like being Grant Wood," the Lansing, Mich., native said, laughing.

Twitchell is full of plans for a new, better Freeway Lady and glad that there is no actual highway nearby.

"I've done enough freeway murals," he said, recalling how much he disliked the constant noise of truck traffic in earlier projects.

"I'm going to consider the notion of raising her head above the height of the wall," he said. "It gives it much more of a 3-D look."

The wide wall will allow the algham to undisturb even more dramatically, and Twitchell may also have a section of it extend above the flat roof.

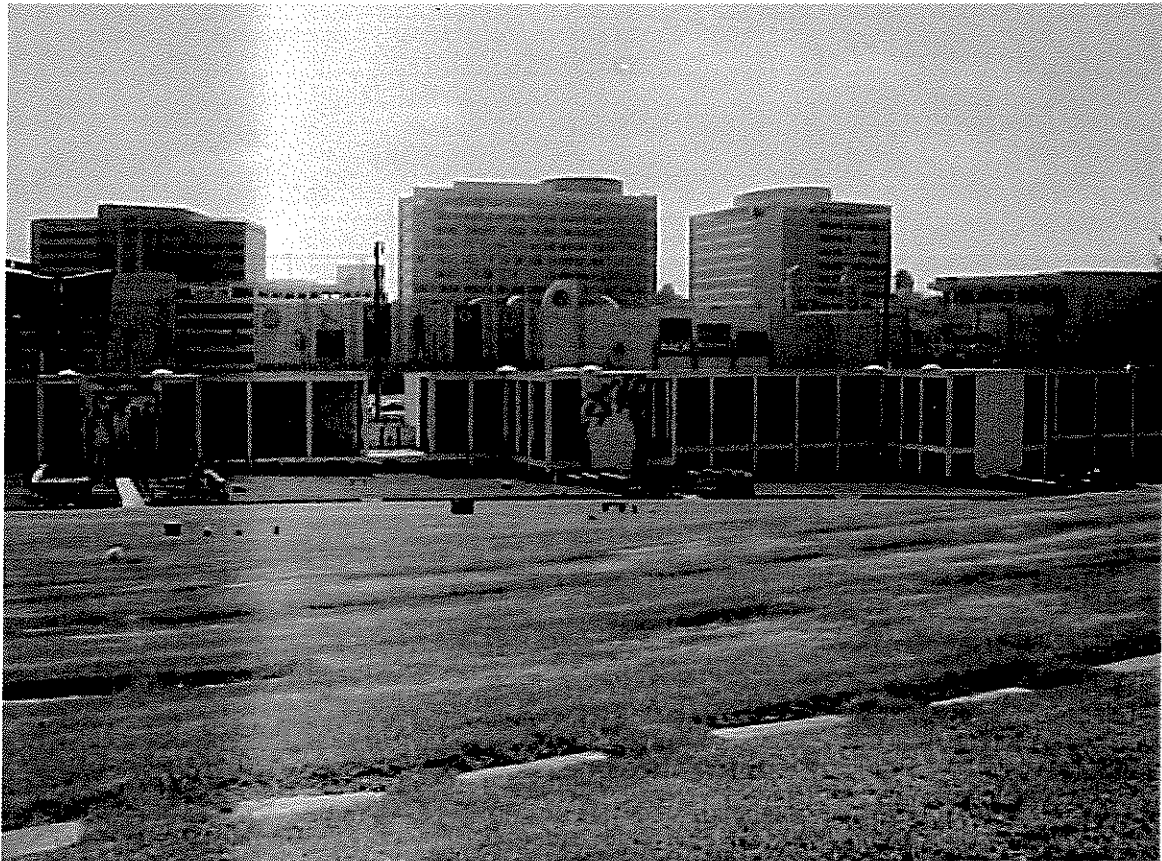
The black, night sky may become a blue, day sky, and he is considering other changes.

The gallery will pay \$65,000 for the work, which is expected to be completed in the spring of 2006.

A few pledges have already been received, and several fundraising events are planned in January, Kuss said.

They will be held in connection with a show of what Twitchell calls his "Three Graces" — drawings and other materials related to the Freeway Lady and his murals of artist Lila Abouqureque and violinist Julie Gigante. Dates have not yet been announced.

"We figure we need \$100,000, because we need to maintain her," said Kuss, adding that the exhibit will contain "some things that have never been seen by the public before."









REGULAR MEETING, SEPTEMBER 14, 2004
CULTURAL AFFAIRS COMMISSION

PRESIDING: CHAIR ALICIA MILLIKAN

Call to Order
7:09 p.m.

The Chair called the meeting to order at 7:09 p.m.

Roll Call

Present: Susan Deen; Julie Lugo Cerra; Luther L. Henderson, III; Alicia Millikan, and Ronnie Jayne.

Pledge of Allegiance

Kellee Fritzel led the Pledge of Allegiance to the Flag of the United States.

Staff Present

Christine Byers, Public Art & Historic Preservation Coordinator; Elaine Gerety, Event Supervisor; Susan Evans, Community Development Director; and, Kellee Fritzel, Economic Development Manager.

Agenda Posting

It was moved by Commissioner Henderson, seconded by Commissioner Deen and unanimously carried, to receive and file the Secretary's Report regarding the agenda posting for this meeting.

Approval of Minutes

It was moved by Commissioner Deen, seconded by Vice-Chair Cerra and unanimously carried, to approve the minutes as amended of the Regular Meetings of July 13, 2004 and August 10, 2004, and the Adjourned Regular Meeting of August 25, 2004.

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The Chair recognized Charles Deen, who announced that this year's Fiesta La Ballona earned a profit of at least \$7,000. He also indicated the City's official program guide, which was designed by the same person who works on the "Culver City Living" publication is now available.

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Item #6A
7:16 p.m.

Consideration of Revision to 1997 Approved Concept for Public Art Project at Hillside Memorial Park:

Vice-Chair Cerra recused herself from presentation and discussion of this item.

Ms. Byers presented the agenda item report and staff's recommendation that the CAC approve the applicant's request to change the scope of work for Hillside Memorial Park as originally approved by the former Culver City Art Committee in 1997.

Barry Berlin, Chief Operating Officer of Hillside Memorial Park, thanked the Commissioners for the opportunity to speak. He explained that Hillside entered into a contract in 1997 with well-

known artist Kent Twitchell for a three-panel mural for their Acacia Gardens development project. Although the commissioned artwork was scheduled for completion by the end of 1998, to date, only one-and-a-half murals have been completed despite Mr. Twitchell's many assurances over the ensuing years that the project would be finished in the near future. He remarked that some families have purchased property in Hillside based upon a commitment for finished artwork to enhance their burial sites and this has created an aesthetic disaster as well as impacted the credibility of the park.

Mr. Berlin indicated that Hillside has already paid more than four times the City's required one percent public art fee and requested they be allowed to have Mr. Twitchell finish the second mural then terminate the remainder of his contract, saying they do not want him to begin a third mural. He stated Hillside has plans to repaint the third wall in a soft shade of blue which will blend nicely with the murals on the other two walls.

MOVED BY COMMISSIONER HENDERSON, SECONDED BY COMMISSIONER DEEN AND UNANIMOUSLY CARRIED, THAT THE CULTURAL AFFAIRS COMMISSION APPROVE THE REQUEST TO CHANGE THE SCOPE OF THE ARTWORK CONCEPT FROM THREE MURALS TO TWO AS FULFILLMENT OF CULVER CITY'S ART REQUIREMENT FOR THE ACACIA GARDENS.

Commissioner Deen commented that Hillside has been and continues to be a very good neighbor in Culver City, adding she was pained reading the report and supplemental material on the matter and could only imagine what Mr. Berlin has gone through trying to get Mr. Twitchell to perform. She expressed amazement that an artist of Mr. Twitchell's standing would renege on his agreement.

Commissioner Jayne remarked Mr. Berlin has shown an incredible amount of patience and queried what will happen if Mr. Twitchell fails to honor his commitment to complete the second mural.

Mr. Berlin answered they will wait until the end of the year, when the artwork is currently scheduled for completion, after which they may consult their attorney to seek legal redress.

Vice-Chair Cerra rejoined the meeting.

**Item #6B
7:29 p.m.**

Consideration of Updates to Cultural Affairs Policies:

Ms. Byers indicated a matrix of approximately 36 individually adopted and proposed policies was originally considered by the CAC at their July 29, 2003 workshop after which 15 of those policies were subsequently adopted and approved by the City Council with several minor changes. She explained the remaining policies were discussed at the July 24, 2004 workshop and staff was directed to incorporate some language changes and include

MARCH 10, 2005

TO: HILLSIDE MEMORIAL PARK AND MORTUARY

ATTN: MR. BARRY BERLIN

RE: KENT TWITCHELL HILLSIDE MURALS #2 AND #3

Dear Mr. Berlin,

Enclosed, please find a tentative time line for the completion of your Hillside Mural project. We at NZA have not yet seen the segments of mural #2 yet. We understand that the artist will bring these segments to our Playa Vista studio at the Howard Hughes airport and for that reason, we expect to see them in the middle to the end of next week. As soon as we have inspected them and met with the artist on the subject of completion, we will be in a position to give you a much better time line proposal.

In a recent meeting with the artist, he proposed that you be given progress reports with digital imaging of the rate of completion sent to you every two weeks.

This will give you an opportunity to be involved with the actual progress of the mural, and a sense of what it takes to complete an artwork of this depth of detail and complexity.

NOTE:

It should be understood that at present the artist is under contract to NZA to complete the LA Marathon mural (26 figures sixteen feet tall each) as well as the "7th St. Altarpiece. (Which is that very famous image of a man and a woman gazing across the freeway wistfully at each other as the traffic zooms by).

At present, approximately sixteen of the twenty-six figures have been completed for the Marathon mural and are ready to install next week and the week after that. Mr. Twitchell will need to do extensive drawing for the remaining ten figures as well as an architectural border to surround the mural in its new location. Although this work is urgent and necessary for the fulfillment of Mr. Twitchell's contract with NZA, this work will not preclude beginning your work simultaneously. Naturally, it would be better for NZA for Mr. Twitchell to work uninterrupted until finished with the work for which I am accountable to the State of California. Nonetheless, it is the opinion of NZA that you have waited long enough, and if our project is a bit delayed so that Mr. Twitchell can resume your work as well, we are prepared for this eventuality.

NZA assumes that all parties are acting in good faith with one another and that the essence of the project is its sublime completion. Completion issues will fade with time. The mural should remain in perfect condition for a century or more.

PROPOSED TENTATIVE SCHEDULE:

1. With the initial work beginning around the third week of March, the first "peek" should occur before April 30.... preferably not much later than April 15.

(The "peek" will consist of digital j-pag files sent to your office by e-mail with a written progress report). (At least one of the three figures should have been completed by that time).
2. The second "peek" should occur before May 15th or as early as May 1st. (The second figure would be scheduled for completion by that date).
3. The third "peek" Should be possible before May 20th or as early as May 16th. (This would indicate completion of the third figure.)
4. Installation could begin no later than May 30th or as early as May 20th.
5. Installation would take no more than one week.

NOTE:

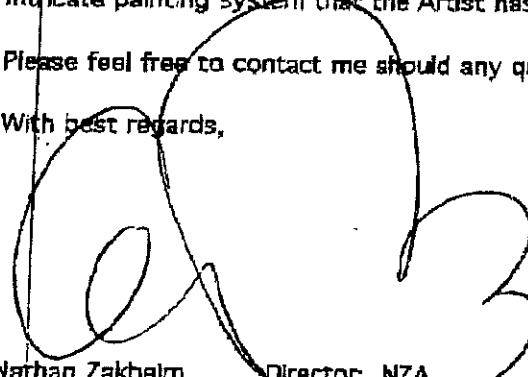
All of the preparatory work has been completed for the third mural panel. The photo sessions are complete, and the models selected and photographed. All of the preparatory sketches are also complete. Assuming a continuous flow of production from the completion of the second panel onward, the third panel could be completed and installed approximately four months from the final installation of the second panel. NZA will be in a vastly better position to evaluate the length of time needed to complete the third panel once the painting of the figures in the second panel is substantially underway.

NOTE:

It is entirely possible that the three figures in Panel #2 may be completed earlier than anticipated. NZA will be able to make that evaluation as soon as NZA has had the opportunity to see the artist actually at work. Mr. Twitchell will not be able to use assistant labor to any great extent, as the mural for Hillside is the most detailed and intricate painting system that the Artist has ever used.

Please feel free to contact me should any questions arise.

With best regards,



Nathan Zakheim

Director: NZA