

Mural Design Information Form

LEAD ARTIST

ADDRESS

CITY

STATE ZIP CODE

EMAIL PHONE

PROJECT COORDINATOR

ADDRESS

CITY

STATE ZIP CODE

EMAIL PHONE

SPONSORING ORGANIZATION

ADDRESS

CITY

STATE ZIP CODE

EMAIL PHONE

FUNDING SOURCES

PROPOSED SITE (address, cross street)

DISTRICT

MURAL TITLE	Dahlia Field
DIMENSIONS	6x40 (approx - the wall is irregular.)
ESTIMATED SCHEDULE (start and completion dates)	This is up to Public Works, who is coordinating its installation, and the artist who implements
1. Proposal (describe proposed design, site and theme. Attach a separate document if needed).	See attached document.
2. Materials and processes to be used for wall preparation, mural creation and anti-graffiti treatment.	This is up to public works and the artist implementing this design.
3. List individuals and groups involved in the mural design, preparation and implementation.	TBD.

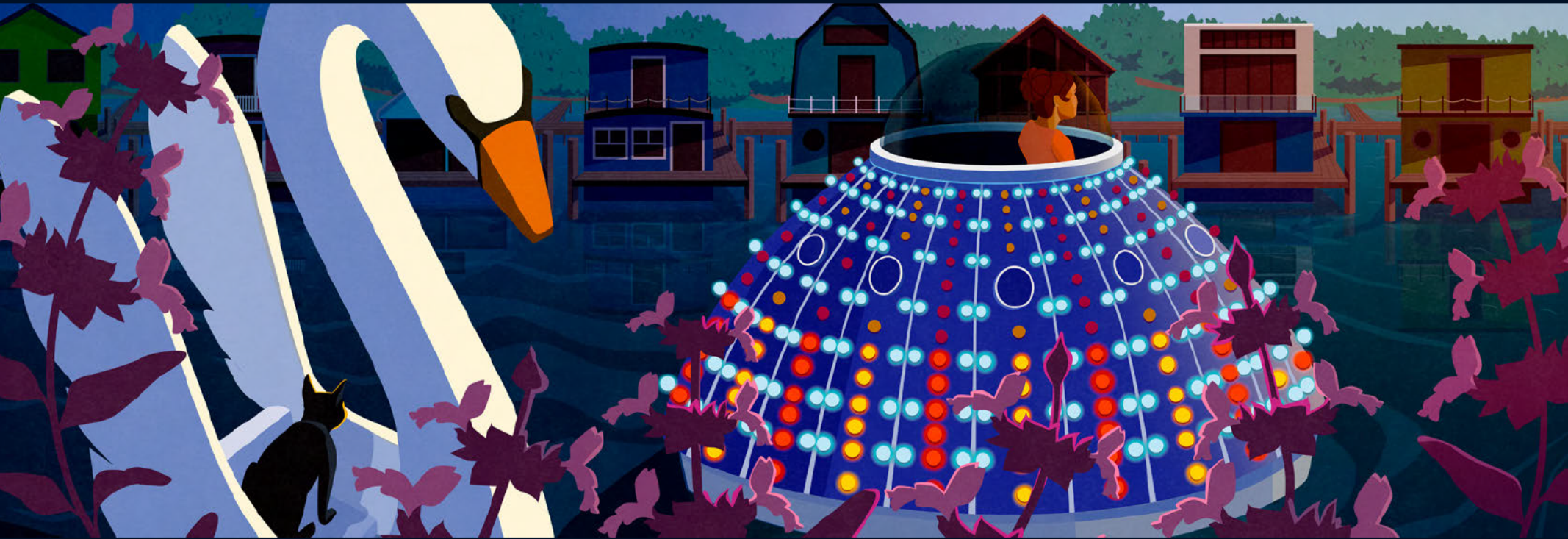
Attach the following documents to this form:

1. Lead artist's resume/qualifications and examples of previous work
2. Three (3) letters of community support
3. Letter or resolution approving proposal from city department **or**;
4. Letter of approval from private property owner along with Property Owner Authorization Form
5. Signed Artist Waiver of Property Rights for artwork placed upon city property **or**;
6. Signed Artist Waiver of Proprietary Rights financed in whole or in part by city funds for artwork placed upon private property
7. Maintenance Plan (including parties responsible for maintenance)
8. Color image of design
9. One image of the proposed site and indicate mural dimensions



I'm a designer and illustrator who works in a variety of media and styles.

I strive to convey the beauty and positivity I find in our diverse community, in the world we have created, and in the natural world around us.



SF MTA Muni Art: Fairy Tale City

Vector Illustration · Public Art

PROJECT

Eight illustrations for print:
three 28" × 11"; five 19.5" × 11".

Created for the Muni Art program, a collaboration between San Francisco's Municipal Transit Agency, San Francisco Beautiful, and the Poetry Foundation. This annual public art commission fills San Francisco buses with art and poetry.





TAKE THE 18 46TH AVE TO
LAKE MERCED

PWR Wines Rosé Wine Labels

Branding · Logo Design · Label Design · Typography · Illustration

PROJECT

Decorative labels for PWR's limited availability Rosé Wines.

The goal was to create a bottle that would fit in on a festive table, such as at a summer dinner party or wedding.

RATIONALE

The labels de-emphasized the revolutionary imagery in the original PWR branding. Type treatments, color and illustration emphasized the brand character of tradition and excellence. Floral elements emphasize the wine's connection to California.

For the 2020 Rosé Wine, the label used the new logo and printmaking illustration style with a warm pink and rose gold color palette.



PWR Wines Brand & Label Update

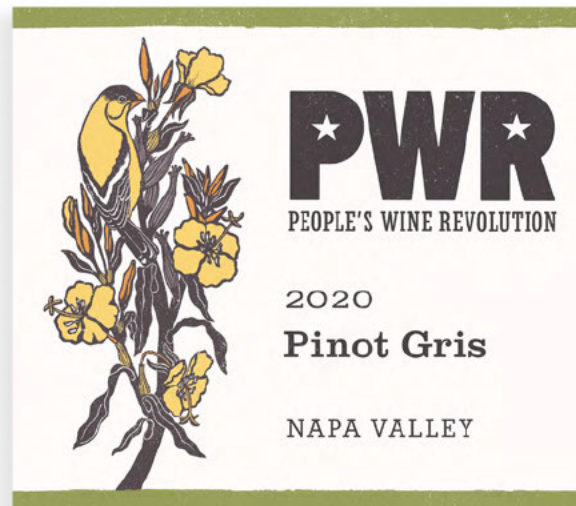
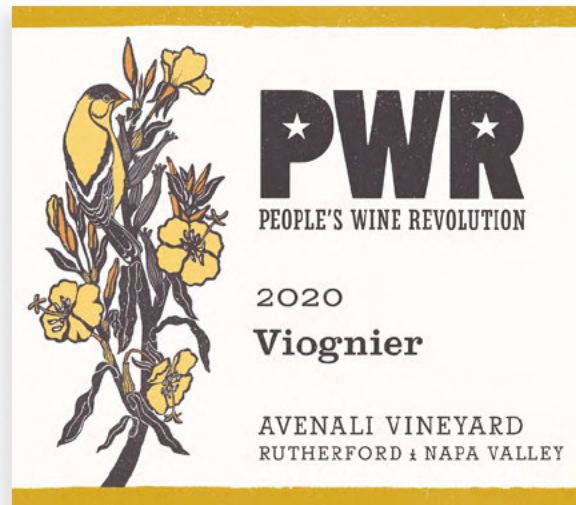
Branding · Logo Design · Label Design · Typography · Illustration

PROJECT

Update the word mark and label to bring them in line with the brand characteristics of tradition, excellence and artisanship, while maintaining a visual connection to the original branding.

BACKGROUND

Since 2009, the company has produced small batches of well-regarded wines. Their mission is to make excellent wine at affordable prices. The owner/wine maker is devoted to the conservation of the flora of California.



LOGOTYPE

The word mark was updated with traditional typefaces. The text arrangement and star-shaped counters of the original mark were retained to provide continuity with the original logotype.

PWR
PEOPLE'S WINE REVOLUTION

PWR
PEOPLE'S WINE REVOLUTION

ORIGINAL MARK

STYMIE CONDENSED
PROXIMA NOVA
EXTRA CONDENSED

IMAGERY

The image is rendered as a linoleum block print with an Arts & Crafts inspired color palette.

It's always a thrill to work on projects for which printmaking is an appropriate medium. Here, it's a less formal version of the engraving found on many high-end wine labels.



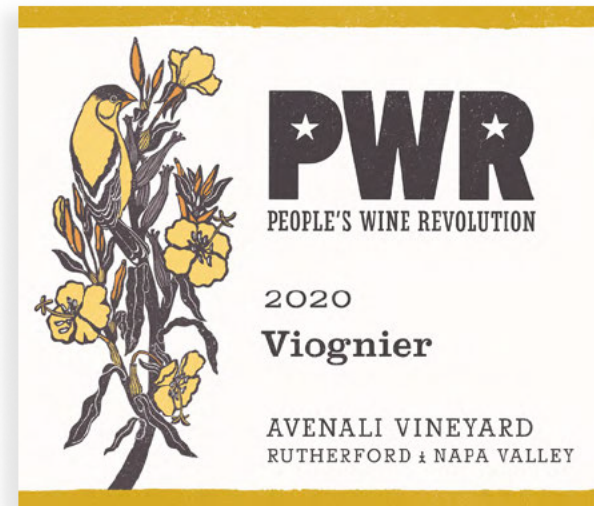
RATIONALE

Text arrangement highlights characteristics of the grapes: their vintage, varietal, vineyard and growing region.

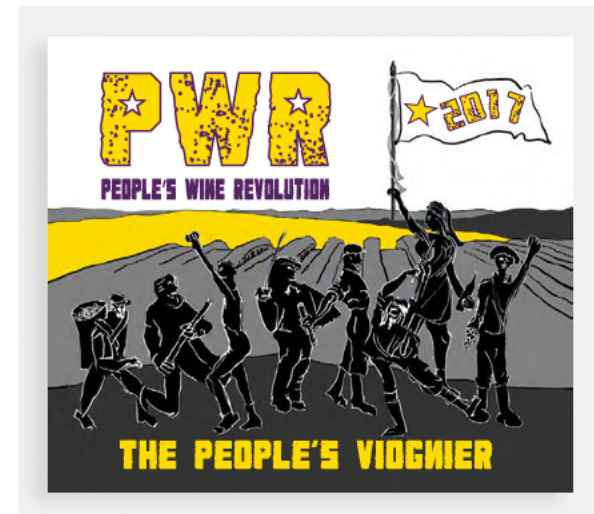
The illustration reflects the wine's connection to California, as well as the wine maker's personal history and brand story.

The traditional rendering technique reflects the wine's artisanship and its connection to traditional methods.

The flower, Evening Primrose, is known from the American west. Its scientific name, *Oenothera*, means wine seeker.



AFTER



BEFORE

Harriet Display Type Specimen

Typography · Illustration · Booklet Design · Poster Design

PROJECT

16-page illustrated type specimen booklet,
8.5" × 5.5"

11" × 17" full-color poster for Harriet v2
Display, designed by Jackson Cavanaugh
of Okay Type.

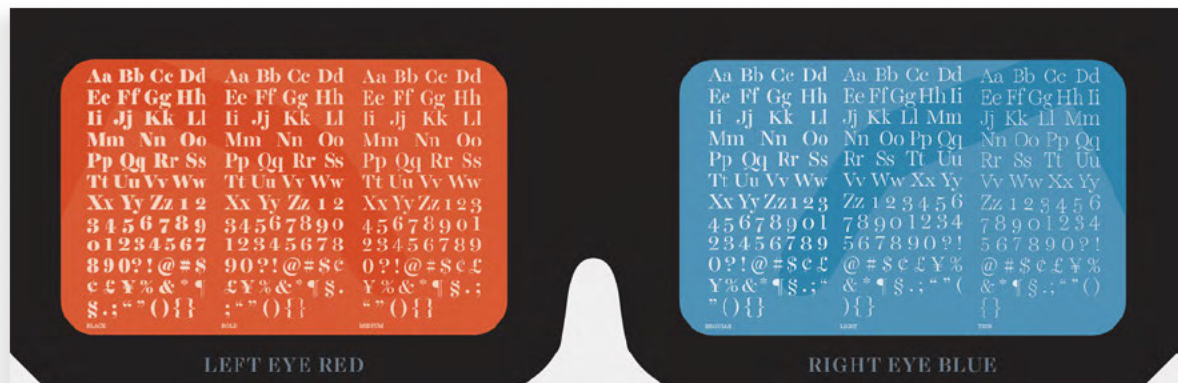
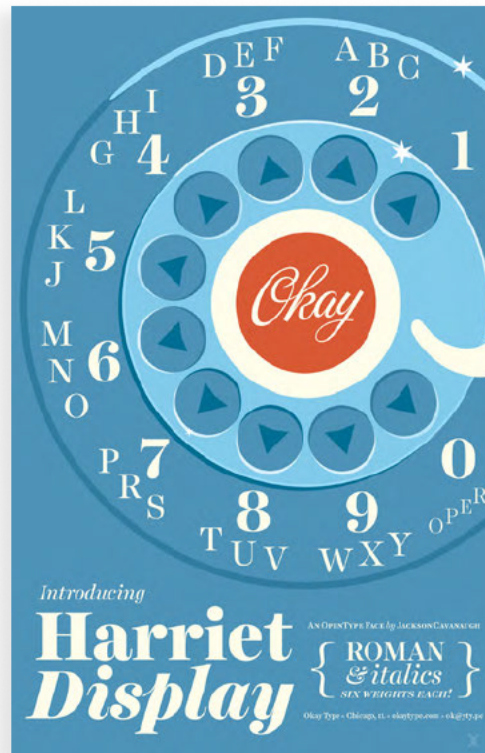
LINK

xtineweibel.com/harriet.html

CONCEPTUAL APPROACH

Harriet is influenced by iconic historical
typefaces. Its exaggerated details & highly
refined curves make it retro and nostalgic
rather than old-fashioned.

The imagery of old-yet-cool objects,
rendered as clean, vector graphics, echoes
Harriet's modern take on
traditional forms.



Created during the COVID-19 pandemic, the text samples play on the concept of nostalgia for “Before Times.”

Words and phrases that became commonplace during the lockdown are juxtaposed with words that lost their meaning, if only temporarily.

nostalgia
nos • tal • gia | nă-stal-jə, nə-also nō-, nō-; nə-stäl- |

1: the state of being homesick
2: a wistful or excessively sentimental yearning for a return to some past period or irrecoverable condition
also: something that evokes nostalgia. *See: BEFORE TIMES*

HARRIET DISPLAY BY OKAY TYPE
HARRIET DISPLAY REGULAR, 36 PT
HARRIET DISPLAY REGULAR, 36 PT

“The term *Before Times* has become a go-to expression of nostalgia for how things used to be pre-COVID-19.” An older sense of *beforetime*, meaning “formerly,” dates back to the 13th century. Now the term is often invoked when reminiscing of the time before the lockdowns of 2020.”

—The Merriam-Webster Dictionary

• The Harriet Series incorporates some of the most fun characteristics of iconic typefaces. Created as an update of transitional Bodoni, it includes features of modern Scotch Roman & Century, and perhaps a little Clarendon.

Harriet Display has a retro feel, but in a way that feels neither dated or old-fashioned. Harriet's playful mixing of traditional forms with exaggerated details and highly refined curves makes it hip, fun, sassy, and contemporary. Its mix of features make it impossible to pin to any particular category or period, giving Harriet timeless appeal.

pants
ˈpau(t)s
 an outer garment covering each leg separately & usually extending from the waist to the ankle

Mask Making
Jigsaw Puzzles
Home Haircuts
Victory Garden
Banana Nut Bread
Board Game Night
Sourdough Starter
Charcuterie Boards
Hot Chocolate Bomb
Focaccia Bread Garden
TikTok Dance Challenge
Dalgona Whipped Coffee

BICYCLES
N95 MASKS
TOILET PAPER
BAKING YEAST
PANDEMIC PETS
HAND SANITIZER
THERMOMETERS
SHELF-STABLE FOOD
DISINFECTING WIPES
GARDENING SUPPLIES
WHOLE WHEAT FLOUR
MASK FABRIC & ELASTIC

razor
ˈrɑ-zər | *ˈrɑ-zər*
 a keen-edged cutting instrument for shaving hair

• In spite of its playful feel, Harriet is a serious typeface. It was recognized for its type design by both Communication Arts in 2013 and the Type Directors Club in 2012. Designer Jackson Cavanaugh continued to refine Harriet, and released version 2 in 2019.

Harriet Display's readability, refined outlines, and thoughtful details make it a beautiful choice for large size type in publication design, branding, product, packaging, advertising, and marketing material.

Twenty-second Handwashing
COVID LONG HAULER
Six-foot Social Distancing
STAY AT HOME ORDER
Contactless Delivery
SUPER SPREADER EVENT

HARRIET SERIES
 The family includes two optical sizes. Harriet Display is available in Roman and Italic, each in six weights. Harriet Text is available in Roman and Italic, each in five weights.

LANGUAGES
 Harriet supports dozens of languages that use the Latin character set.

LICENSING
 Harriet is an OpenType font available as a webfont, desktop font for print, and as an embedded font for mobile apps or electronic publications.

suitcase
suit • case | *ˈsüt-kas*
 a portable case designed to hold a traveler's clothing and personal articles

commute
com • mute | *ˈkɔ-ˈmyūt*
 to travel back and forth regularly (as between a suburb and a city) // *They commute to work every day by bus, train, and car.*

DESIGNER
 Jackson Cavanaugh is the sole proprietor of Okay Type. In addition to Harriet, Cavanaugh designed the award-winning *Mighty Sans* and *Okay*. He studied at the College of Creative Studies in Detroit.

FOUNDRY
 Okay Type is located in Chicago, IL.
 Website: okaytype.com
 Email: dk@okaytype.com

San Francisco Small Business 30 Day Challenge

Logo · Vector Illustration

PROJECT

Social media avatar & graphics for a 2021 campaign sponsored by the San Francisco Small Business Commission. The campaign encouraged San Franciscans to shop and dine only at small businesses for one month as San Francisco began its emergence from the COVID-19 shutdown.

LOGO

Sunbeams radiate from the central circle, symbolizing a new day for San Francisco.

The warm orange and golds are optimistic and positive. The colors celebrated San Francisco reaching the orange COVID-19 restriction tier, and anticipated reaching the yellow tier, when more venues would be allowed to open.



POSTER GOTHIC EXTRA CONDENSED BOLD

HENDERSON SLAB

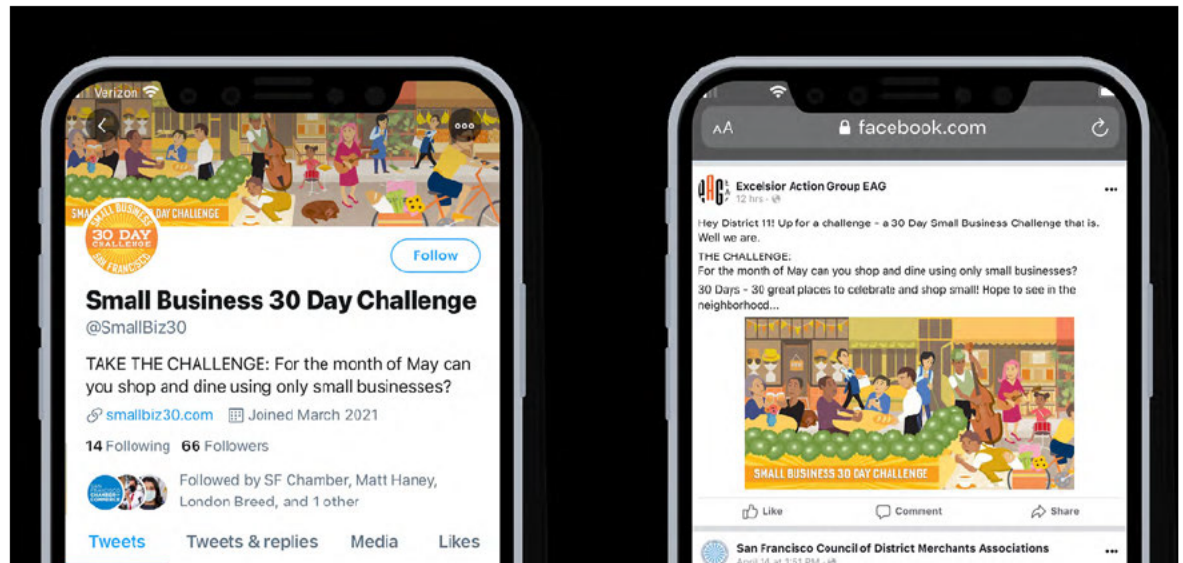


ILLUSTRATION

The illustration was designed as a modular panorama to accommodate various social media graphics dimensions.

The image included many denoted elements on a lively commercial corridor. The diverse crowd included shoppers, diners, artists, musicians, and retail business workers.

A warm, bright color palette based in yellows and oranges helped the image stand out in a busy social media stream.



GRAPHICS

The organizer used the graphics to create various collateral to promote the event, including banners, window cards, and poker chips, which were used as rewards.

San Francisco Mayor London Breed announced the program launch on April 14, 2021.



Surface Design

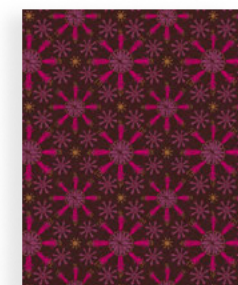
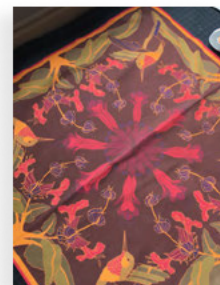
Illustration · Design · Production

PROJECT

The design's square format with colorful central point of interest lent itself to various applications, including scarves, pillows, and tote bags.

PRODUCTION

Working with different fabric printing companies gave me some insight into fabrics; textile pigments and digital fabric printing processes; layout for large-format printing; and fabric color matching.



Graphics for Print & Social Media

Vector Illustration · Collateral Design · Social Media Graphics · Typography

PROJECT

Illustration, collateral, and social media graphics to promote a local ballot initiative.

RATIONALE

In order to convey the bridge's relevance to voters and government officials, the illustration focused on the bridge users and the obstacles the bridge overcomes: a freeway and commuter railway.

The color palette consists of warm tints, conveying a cheery and positive tone.



Point of Purchase Graphics

Traditional Media · Color Theory

PROJECT

A series of eight 12" x 18" acrylic paintings to illustrate products at the point of purchase for a national chain of coffeehouses.

RATIONALE

The challenge was to make each product look vibrant, a challenge with a mostly brown palette. The bubbles in the coffee glow with golden highlights; the shadows are rich and coppery.

To make the products look distinct, each employs its own, narrow color palette, from rich red violets to deep red oranges.



The color theory I apply in my traditional artwork translates to any medium.

Paintings were based on reference provided by the client, and rendered in a semi-realistic style while still looking like an illustration.



Conservatory of Flowers Animation

Design Drawing · Vector Illustration · Animation · Traditional Media · Color Theory

PROJECT

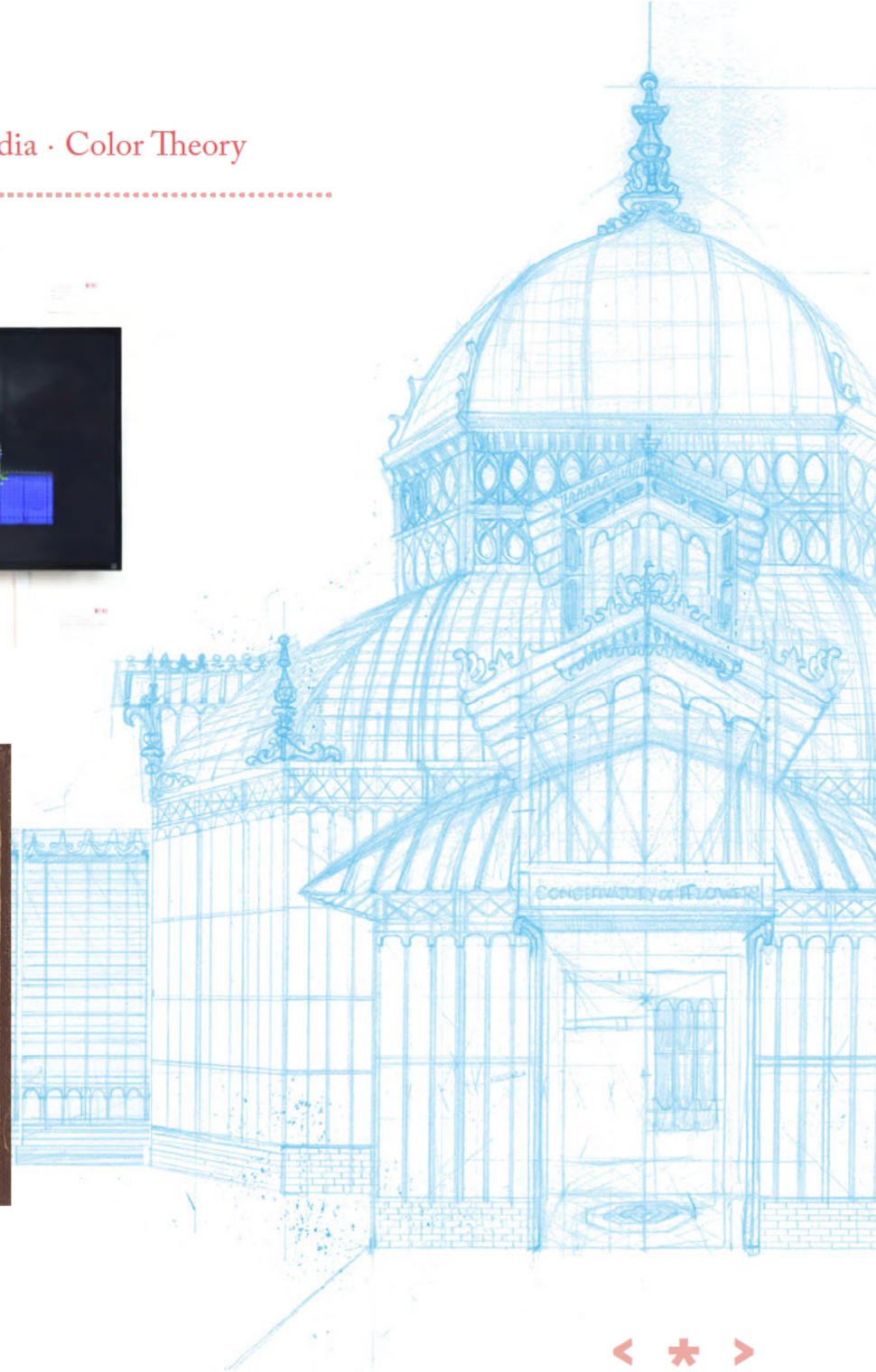
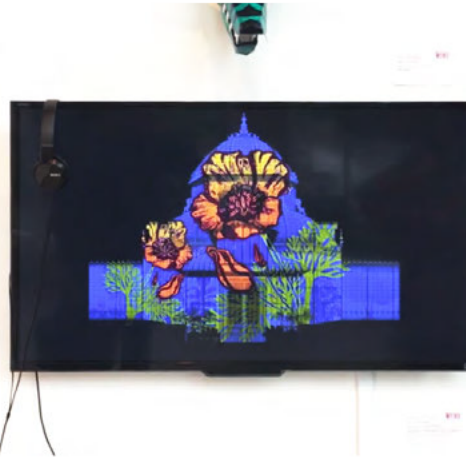
A continuous loop, mixed-media animation depicting the Conservatory of Flowers in San Francisco's Golden Gate Park.

A personal piece that was exhibited at Seriously Weird: California College of the Arts Illustration Biennial Alumni & Faculty Exhibition in 2019.

Creating an animation brought the building to life in a way that a still illustration could not. The changing color and intensity of light and shadow constantly shifts focus, allowing the viewer to appreciate the building's various ornate details.

LINK

xtineweibel.com/conservatory/





Flyer

Design · Illustration

PROJECT

8.5 x 11 flyer design for print. Pen & ink illustration with digital color.

Client was the waste management and recycling department at a community college.

CONCEPTUAL APPROACH

Warm foreground colors help keep the eye in the picture plane, and direct the viewer towards the text.

The quirky typeface conveys a friendly tone that reinforces the altruistic message in the text.

The colorful masks with simple geometric patterns create a cheery tone, and bring some lightness to a serious subject.



 xtine
martinez
weibel

xtineweibel.com
x@xtineweibel.com



Creative Brief

Client San Francisco Public Works

Project Havelock Bridge Mural

Project Description The Havelock Street pedestrian bridge over I-280 connects City College & Sunnyside to Balboa Park. The entry ramp on the west end has a triangular support wall facing the 200 block of Havelock Street between Circular Avenue and Edna Street. This project proposes a mural for this site. The design for this wall is approximately 40' wide, and is about 5' tall on the left, decreasing to ground level on the right. See design.

The mural is one part of an ongoing efforts by residents on both sides of the bridge to improve this location. Previous successes include the 2022 installation of a raised crosswalk at the west entrance to the bridge; turning on lights on the bridge and its approaches; removal of vegetation that blocked and line-of-sight and caused structural damage; repair to structure; and garbage cleanup.

Objective Currently, the space looks uncared for and unused. A mural in this space will provide a cue that this space is active. This is especially important for drivers approaching from Circular Avenue; they often speed, do not stop before turning onto Havelock, and are surprised to find pedestrians crossing the street in the middle of the block, where the entrance to the bridge is located.

Additionally, a mural will make this space more pleasing for bridge users, and could be a step towards further community engagement & caring for this space.

Design Constraints Caltrans, the agency that owns the structure, has instructed that the design must consist of graphic elements.

The design may not use Caltrans colors.

According to SF Public Works, the agency that maintains this structure and is managing this project, the design has been reviewed and approved by Caltrans.

Design Concept The graphic element is a stylized dahlia, which is the official flower of San Francisco.

The petal elements are in the shape of hearts, a simple form whose intent is to remind people to be kind.

The field of cheery, periwinkle blue will provide a solid background that provides color and value contrast, so that the graphic elements pop out. The solid background will make the design stand out from the visually busy surrounding area.

The dahlias are a rainbow of colors from the warm side of the color wheel, to provide color and value contrast from the cooler background. Bright warm colors will be visible to traffic. The warm palette will help convey an uplifting and positive feeling.

Dahlias are 18" diameter, and are arranged in a hexagonal repeat.

Audience Drivers headed to and from City College Parking lot, Sunnyside Community, and Bridge Users. This includes: students heading to Denman Middle School and other area schools; the City College community; families headed to Balboa Park; transit users headed to the Balboa Park station.

Public Support The Havelock Street Bridge Beautification project originated from District 7's 2018 Participatory Budgeting program. District 7 residents voted to fund this project at that time. Letters in support of the current mural project are included in this packet.

About the Designer The designer, Christine Weibel, studied illustration at California College of the Arts and graphic design at City College of San Francisco. Previous work includes selection as an artist in Muni Art in 2018. To view a selection of work, please visit xtineweibel.com.

Proposed Site

Location is on the south side of the 200 block of Havelock Street between Circular Avenue and Edna Street.

See location on [Google Streetview](#).



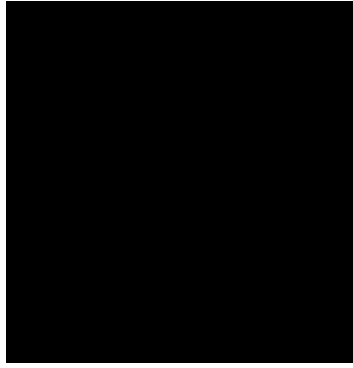
Mural Location

The wall faces Havelock Street. The wall supports the west entry ramp to the bridge.



Havelock Bridge Wall Mural

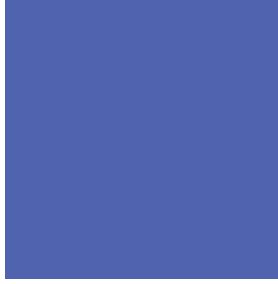
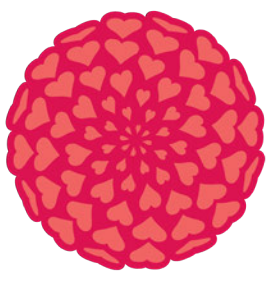
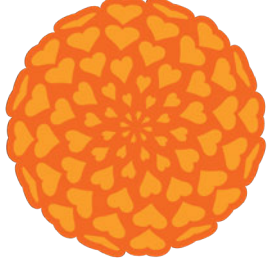
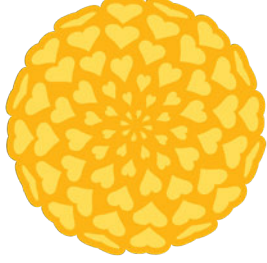
Dahlia Field. The graphic motif is based on a stylized Dahlia, the official flower of San Francisco. The petals are represented by heart shapes, which are arranged in spirals to give the flat, graphic motif a slight feeling of form. A rainbow of mostly warm colors creates an uplifting, positive environment.



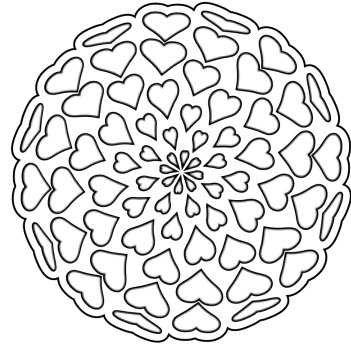
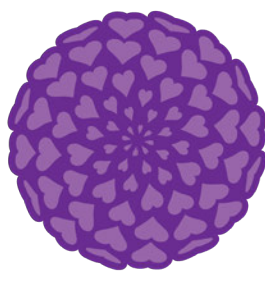
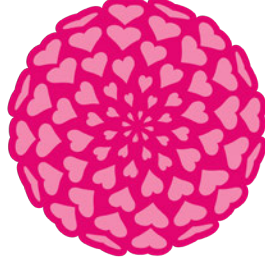
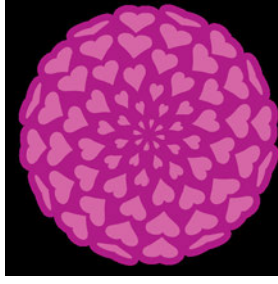
BACKGROUND SHAPE 18"



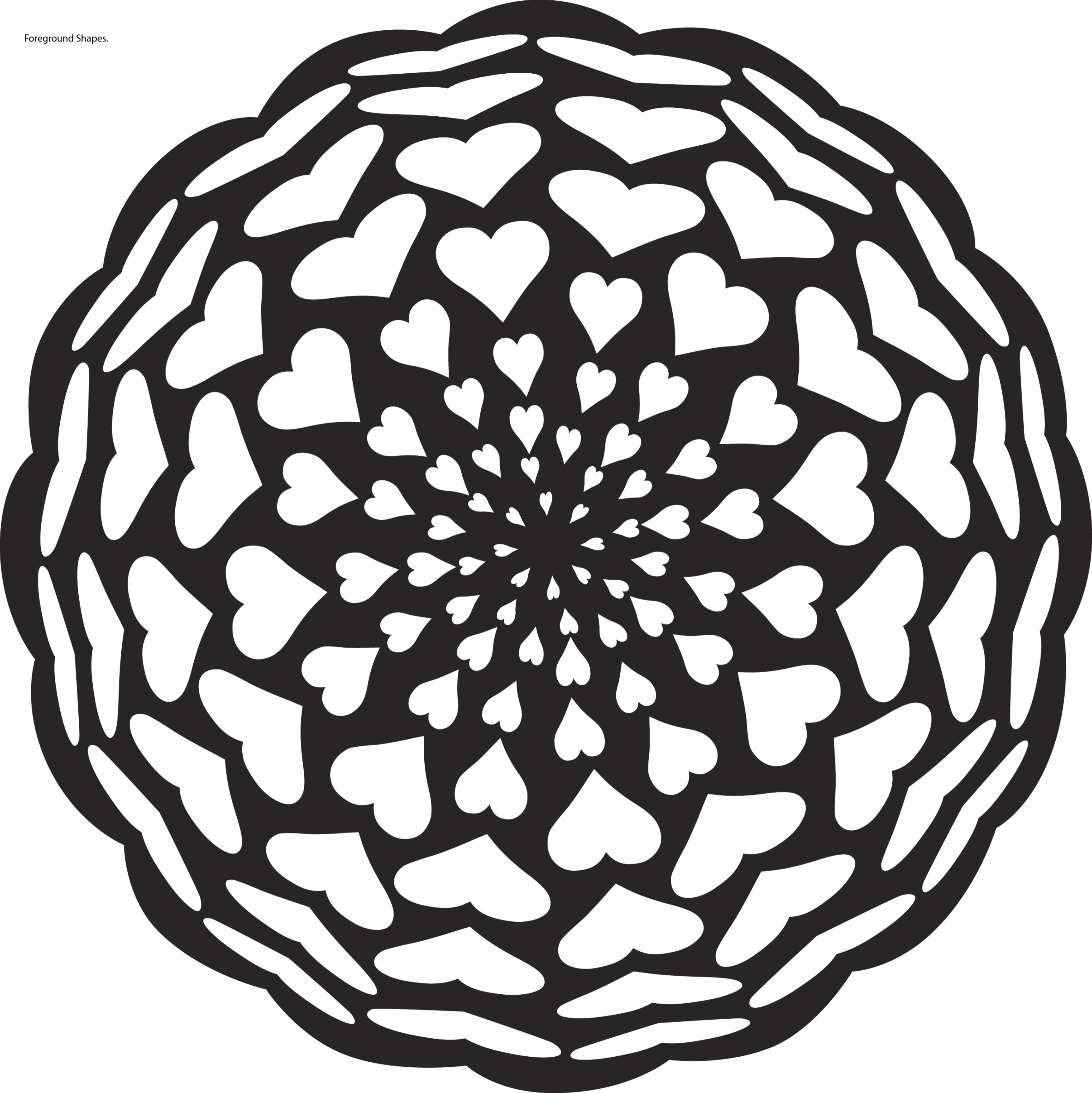
INSPIRATION



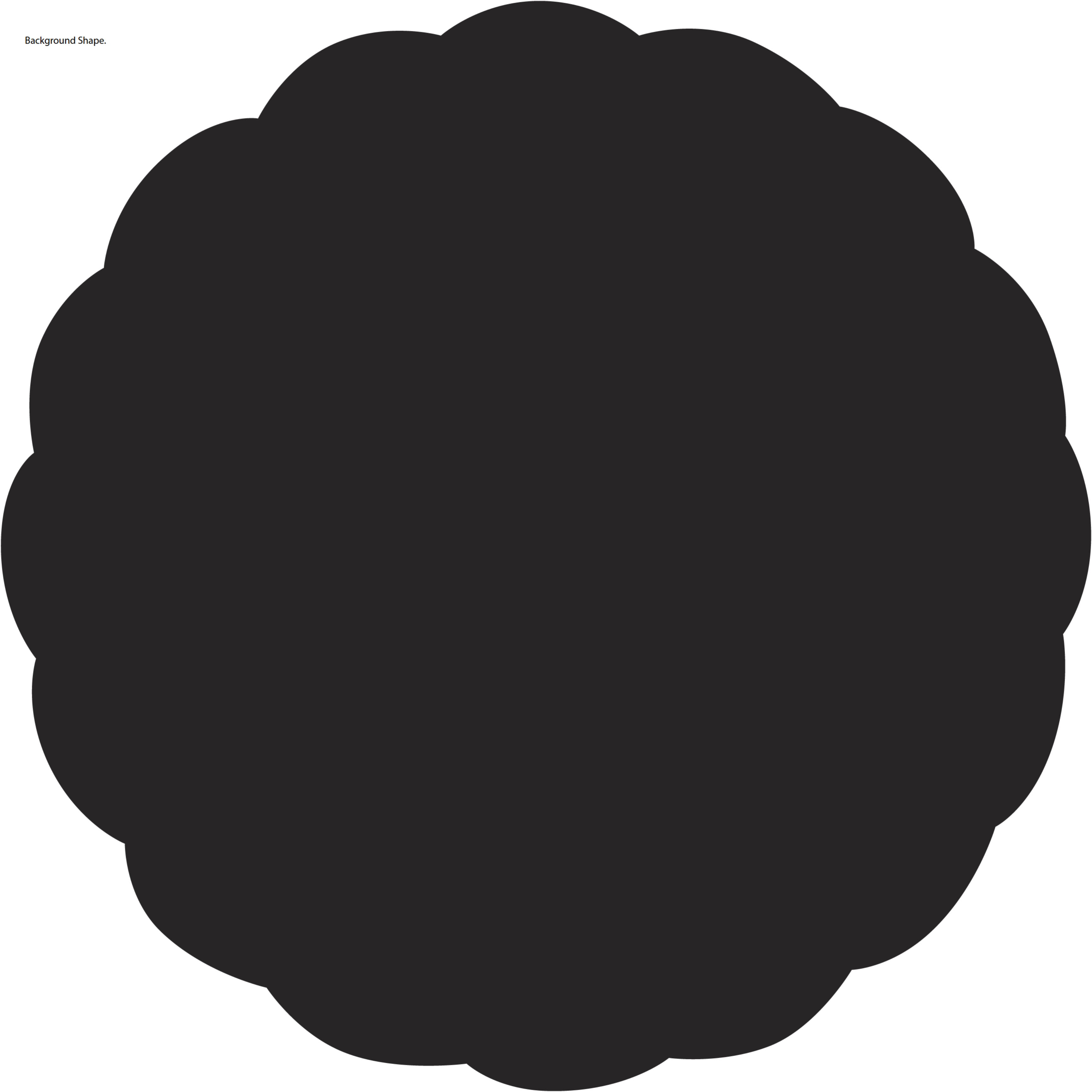
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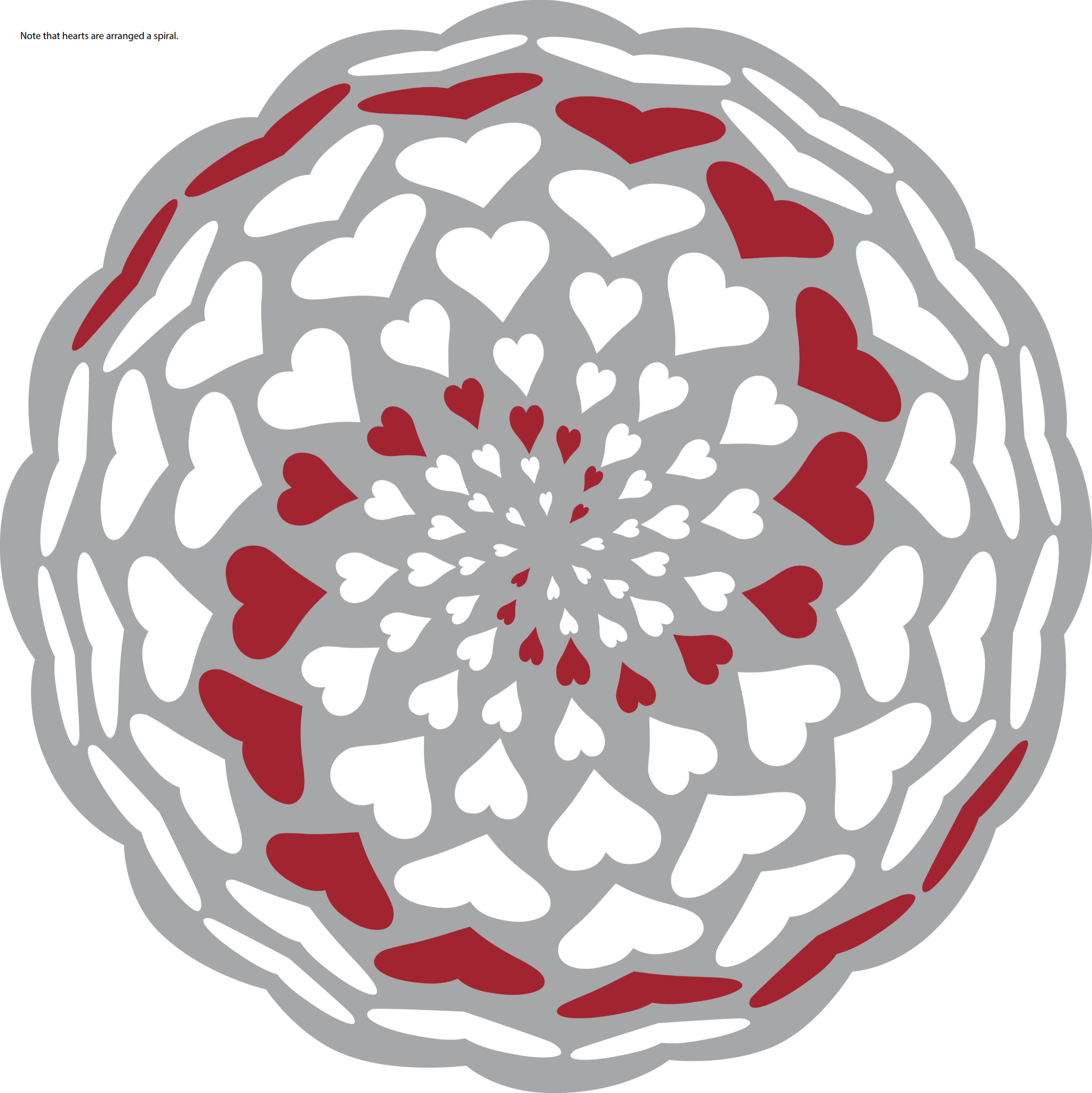
FOREGROUND SHAPE 18"



Background Shape.



Note that hearts are arranged a spiral.



Waiver of Proprietary Rights

for Artwork Placed Upon CITY PROPERTY under VARA and CAPA

Artist has designed a work of visual art, described as follows:

DESCRIPTION: [type, mural, medium]:

Havelock Street Bridge Mural

TITLE, DATE: Dahlia Field. 2023.

DIMENSIONS: _____

ADDRESS/LOCATION: 200 Block of Havelock Street, San Francisco, CA

("the Work"). In consideration of the City's approval to place the Work on City property, the Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act (Cal. Civ. Code §§987 and 989) ("CAPA"), and/or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or 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. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Work, Artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for 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 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 pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims.

If the City modifies the Work without the 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 bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Arts Commission, 401 Van Ness Avenue, Suite 325, San Francisco, CA 94102 **AND to the City Agency with jurisdiction over the property.**

CITY AGENCY

Agency: _____ Authorized Agent: _____

Address: _____

Email: _____

Phone: _____

SIGNATURE: _____

DATE: ____/____/____

ARTIST

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

Artist: Christine Weibel

Address: 148 Marston Ave
San Francisco, CA 94112

Email: xweibel@gmail.com

Phone: 6503800855

SIGNATURE: Christine Weibel

DATE: 2 / 8 / 2023

SAN FRANCISCO ARTS COMMISSION

Authorized Agent: Craig Corpora

Address: San Francisco Arts Commission
401 Van Ness Avenue, Suite 325
San Francisco, CA 94102

Email: craig.corpora@sfgov.org

Phone: 415-252-2249

SIGNATURE: _____

DATE: ____/____/____

For more information regarding VARA and CAPA:

<http://www.sfartscommission.org/our-role-impact/about-commission/policies-guidelines/visual-artists-rights-act>

<http://www.sfartscommission.org/our-role-impact/about-commission/policies-guidelines/california-art-preservation-act>

ASSIGNMENT AND TRANSFER OF COPYRIGHT AND WAIVER OF MORAL RIGHTS IN ARTWORK

This Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork (the “**Agreement**”) is entered on the [16] day of [February], 20[23] (the “**Effective Date**”), by and between the Artist, [Christine Weibel], with his/her principal address at [148 Marston Avenue, San Francisco, CA 94112] (the “**ASSIGNOR**”) and the California Department of Transportation located at 1120 N Street, Sacramento, CA 95814 (the “**ASSIGNEE**”) (collectively, known as the “**PARTIES**”), with respect to this original visual artwork described below as the [Dahlia Field Mural].

RECITALS:

WHEREAS the **PARTIES** agree to the following definitions as used herein and throughout this **Agreement**:

1. **Copyrights**: Means a form of protection provided, as defined and enforceable under the U.S. Copyright Act of 1976, to authors of original works of authorship. The original works of authorship include all categories of artistic work protectable under the copyright laws, including but not limited to, the intangible property rights in pictorial, graphic, architectural, and sculptural works, fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated either directly or with the aid of a machine or device.
2. **Copyright Ownership**: Means the owner of all **Copyright** interests in the work, as defined and enforced under the U.S. Copyright Act of 1976, to whom the law grants specific and exclusive rights to do and authorize any of the following: 1) to reproduce and make copies of the work; 2) to prepare derivative works based on the work; 3) to sell or distribute copies of the work to the public or other transfer of ownership, or by rental, lease, or lending; 4) to display the work publicly; 5) to perform the work publicly; and 6) to enforce the work against unauthorized use.
3. **Local Agency Agreement**: Means the agreement entered into between **ASSIGNOR**, [Christine Weibel] and the [San Francisco Department of Public Works] (hereinafter, “**Local Agency**”) pertaining to, but not limited to, the design, installation, operation, maintenance, removal of the transportation art, and the incorporation of **ASSIGNOR’s** executed and notarized Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork by **ASSIGNOR** as part of the **Local Agency Agreement**. The signed and executed **Local Agency Agreement** is

hereby incorporated by reference and made part of this **Agreement** and attached as **Exhibit A** to this **Agreement**.

4. **Final Artwork:** Means the original visual artwork described below as [Dahlia Field Mural], developed, designed, and/or created by **ASSIGNOR** which form the final **Material Object** (as defined below) of the work commissioned exclusively for the **Project** (as defined below), and as detailed in the **Project** description, provided by **ASSIGNOR** and the **Local Agency** and approved by **ASSIGNEE** through the **Transportation Art and Community Identification Proposal** application process (as defined below). **ASSIGNOR** acknowledges that the **Final Artwork** (as described below) includes **Preliminary Works** (as defined below) and the **Material Object** (as defined below) which are incorporated and made part of the final representation of the **Final Artwork**. All documentation pertaining to **Final Artwork** is hereby incorporated by reference and made part of this **Agreement** and attached as **Exhibit B** to this **Agreement**.

5. **Material Object:** Means the tangible visual **Final Artwork** created, designed, constructed, and installed on **ASSIGNEE's** right of way by **ASSIGNOR**, the **Local Agency**, the **Local Agency's** contractor, or by a third-party acting on behalf of the **Local Agency** pursuant to the **Local Agency Agreement** and the **Transportation Art and Community Identification Proposal**. Photographs of the **Material Object** are hereby incorporated by reference and made part of this **Agreement**, and attached as **Exhibit C** to this **Agreement**, upon completion of installation of the **Material Object**.

6. **VARA:** Means the Visual Artists Rights Act of 1990, which confers upon authors of works of visual art, several types of attribution and integrity rights, including but not limited to, the right to prevent any intentional distortion, mutilation, or other modifications to his/her visual artwork, and to prevent the destruction of a visual artwork of recognized stature.

7. **CAPA:** Means the California Art Preservation Act of 1979, which confers certain rights to artists of works of fine art (original paintings, sculptures, drawings or original works of art in glass, of recognized artistic quality), including, but not limited to, the right to prohibit the intentional commission of any physical defacement, mutilation, alteration, or destruction of a work of fine art by any person or entity who possesses or owns the fine art.

8. **Project:** Means the **Transportation Art and Community Identification Proposal** project approved through the **Transportation Art and Community Identification Proposal** application process (as defined below), including but

not limited to, the name, content, size, proposed installation location, required attachments, maps, design specifications, structural plans, installation plans, traffic management plans, reproducible drawings, sketches, photographs, or other appropriate renditions of the visual art to be installed. The above-mentioned documentation of the **Project** is hereby incorporated by reference and made part of this **Agreement** and attached as **Exhibit D** to this **Agreement**.

9. **Preliminary Works:** Means all documentation developed specifically to prepare the **Final Artwork**, as set forth in **Exhibit B**. The **Preliminary Works** include, but are not limited to, concepts, photographs, sketches, photo simulations, drawings, other appropriate renditions of the visual art, and other alternate or preliminary designs and documents developed by **ASSIGNOR** and which form part of or all the **Final Artwork**. The **Preliminary Works** are hereby incorporated by reference and made part of this **Agreement**, and attached as **Exhibit E**.
10. **Transportation Art and Community Identification Proposal ("TA"):** Means the transportation art and community identification proposal application used by the sponsoring agency to submit its' transportation art and/or community identification proposal project for review, consideration, processing and approval by **ASSIGNEE**, including but not limited to, **ASSIGNEE's** Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork, the administrative procedures, required attachments, design specifications, structural plans, installation plans, traffic management plans, resolutions, artist's background, maintenance and removal plans, reproducible drawings, sketches, designs, photographs, photo simulations and other appropriate renditions of the transportation art and/or community identification proposal project, prior to the issuance of encroachment permits for the installation of the transportation art or the community identification project on **ASSIGNEE's** right of way. The approved **TA** is hereby incorporated by reference and made part of this **Agreement**, and attached as **Exhibit F**.
11. **Artist(s):** Refers to any artist(s) who contributes to the creation, design, development and/or installation of the **Preliminary Works**, **Final Artwork** and/or the **Material Object**. For the avoidance of doubt the term "**Artist(s)**" refers to any person, adult, youth, student or minor.

WHEREAS the **PARTIES** agree to the description of the **Final Artwork** (attached as **Exhibit B**) as described by **ASSIGNOR** as follows:

1. **Description of the Final Artwork:**

- a) **Title:** [Dahlia Field Mural]
- b) **Size:** [approx 138 sq ft.]
- c) **Category of Work:** (Works of Visual Art) - [Dahlia Field Mural]
- d) **Project:** [Havelock Street Bridge Mural] and attached as **Exhibit D**;
- e) **Installation Location:** [Havelock Street Bridge, 200 Block of Havelock Street, San Francisco, CA]
- f) **Year Final Artwork Created:** [2022]
- g) **Artist (ASSIGNOR):** [Christine Weibel]
- h) **Artist's (ASSIGNOR) Signature:** Christine Weibel

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, mutual obligations and terms and conditions hereinafter set forth; and other good and valuable consideration received by **ASSIGNOR** from the **Local Agency**, the receipt and sufficiency of which is hereby acknowledged by **ASSIGNOR**, the **PARTIES** hereby agree as follows:

1. **Assignment and Transfer of Copyright Ownership in the Final Artwork:**

- a) **ASSIGNOR** hereby conveys, transfers and irrevocably assigns to **ASSIGNEE** all of **ASSIGNOR's Copyright Ownership** rights, title and interests in the **Final Artwork**, including, but not limited to, **ASSIGNOR's** rights in: (i) **ASSIGNOR's** entire and exclusive **Copyrights** under federal and state copyright laws, in the United States and all jurisdictions outside the United States; (ii) **ASSIGNOR's** exclusive rights, title, and interests under common law **Copyrights**; (iii) any and all other privileges and rights in the **Final Artwork** attributed to a copyright owner; and (iv) all other intellectual property rights assigned to **ASSIGNOR** by additional **Artist(s)** in (i)-(iv) associated and subsisting in the **Final Artwork** (if any). **ASSIGNEE** shall be the sole and exclusive copyright owner of **ASSIGNOR's Copyright Ownership** rights in the **Final Artwork** and of **ASSIGNOR's Copyrights** in the **Final Artwork** from the **Effective Date** forward. **ASSIGNEE** shall have the sole and exclusive right to secure registration of the **Copyrights** in the **Final Artwork** internationally. No **Copyrights Ownership** rights in the **Final Artwork** and/or **Copyrights** in the **Final Artwork**, shall be retained by **ASSIGNOR**, nor shall there be any reversion of those rights to **ASSIGNOR** in the future, other than those rights specifically licensed and described in **section 5 (a)** below, in this **Agreement**;

- b) **ASSIGNOR** hereby conveys, transfers and irrevocably assigns to **ASSIGNEE** all of **ASSIGNOR's** ownership interests in the **Material Object** in its tangible form, in which the copyrightable **Final Artwork** is embodied. **ASSIGNOR** acknowledges that the **Material Object** is the **Final Artwork** in its tangible form as defined above in **section 5** of the definitions in this **Agreement**;
- c) **ASSIGNOR** hereby conveys, transfers and irrevocably assigns to **ASSIGNEE** **ASSIGNOR's** full-term and renewal term **Copyright Ownership** rights, title and interests in the **Final Artwork** under federal, state and common copyright laws;
- d) **ASSIGNOR** agrees that this assignment and transfer of **Copyright Ownership** rights, interests and title subsisting in the **Final Artwork**, will remain in effect for the entire duration of such **Copyright** and will include all of **ASSIGNOR's** exclusive rights, interests, title and ownership under the copyright laws, subject to the license **ASSIGNEE** grants to **ASSIGNOR** in **section 5 (a)** below.

2. **Waiver of Statutory Moral Rights by ASSIGNOR:**

- a) **ASSIGNOR** hereby acknowledges the existence of his or her federal and state statutory moral rights and protections under **VARA** and **CAPA**, as those rights and protections are more particularly described in 17 U.S.C. section 106A(a) **VARA**, and in the California Civil Code section 987 **CAPA**, and knowingly executes this waiver on the following terms:
 - i. **Scope:** This waiver applies to the following visual work: **Final Artwork**, described in this **Agreement** and attached as **Exhibit B**, entitled, [Dahlia Field Mural].
 - ii. **Uses Covered:** This waiver applies to all applicable uses, with respect to the **Final Artwork** enumerated in **section 2(a)(i)** above, reserved to an owner of a lawfully copyrighted work under the copyright laws, including, but not limited to, the display of the **Final Artwork** publicly and to all applications in which either the attribution right, the integrity right, or the personal moral right of **ASSIGNOR** may be implicated.

Waiver: With respect to the **Final Artwork** enumerated in **section 2(a)(i)** above and the uses enumerated in **section 2(a)(ii)** above, **ASSIGNOR**, hereby expressly and forever waives any and all moral rights and protections arising under 17 U.S.C. section 106A(a) and California Civil Code section 987, and any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the

same nature as those conveyed under 17 U.S.C. section 106A(a) and California Civil Code section 987, or any other type of moral rights or droit moral in the **Final Artwork**.

3. **Covenant to Cooperate by ASSIGNOR:**

a) **ASSIGNOR** does hereby covenant and agree to cooperate with **ASSIGNEE**

whereby, **ASSIGNEE** may enjoy fully the exclusive **Copyright Ownership** rights, title, and interests herein conveyed. Such cooperation shall include:

- i. Prompt execution of all papers (prepared at the expense of **ASSIGNEE**) which are deemed necessary or desirable by **ASSIGNEE** to perfect its rights, title, and interests herein conveyed; and
- ii. Prompt execution of all petitions, oaths, specifications, declarations, or other papers (prepared at the expense of **ASSIGNEE**) which are deemed necessary by **ASSIGNEE** for obtaining copyright registration with the United States Copyright Office covering said **Final Artwork**.

4. **Relationship of the PARTIES:**

a) The **PARTIES** agree that **ASSIGNEE** is solely a third-party beneficiary and that **ASSIGNEE** is not a party to nor legally obligated or bound by any of the terms and conditions contained in the **Local Agency Agreement** described above in **section 3** of the definitions section of the **Agreement**. The **PARTIES** agree that **ASSIGNOR** is an independent contractor commissioned to create, develop and install the **Final Artwork** by the **Local Agency** and that no agency, partnership, joint venture, employee-employer relationship is intended or created by this **Agreement**. All rights, interests and title granted to **ASSIGNEE** are contractual in nature and expressly defined by this **Agreement**.

5. **Grant to ASSIGNOR:**

a) **ASSIGNEE** grants to **ASSIGNOR**, pursuant to this **Agreement**, a perpetual, exclusive, worldwide, irrevocable, sub-licensable, royalty-free license to use and exploit the **Final Artwork**, including in its **Preliminary Works** and final **Material Object** form. These rights include the following:

- i. **Right to Reproduce:** **ASSIGNOR** may reproduce the **Final Artwork** and derivatives thereof in copies or phonorecords, without **ASSIGNEE's** prior consent;

- ii. **Right to Prepare Derivatives:** **ASSIGNOR** may prepare derivatives based upon the **Final Artwork** (in which the underlying work is recast, transformed, altered or adapted), without **ASSIGNEE's** prior consent;
- iii. **Right of Public Distribution:** **ASSIGNOR** may publish, sell and distribute copies of the **Final Artwork** and derivatives thereof, publicly, without **ASSIGNEE's** prior consent (including the right to exploit copies of the **Final Artwork** and derivatives thereof);
- iv. **Right of Public Performance:** **ASSIGNOR** may publicly perform the **Final Artwork** and derivatives thereof in any manner applicable, without **ASSIGNEE's** prior consent;
- v. **Right of Public Display:** **ASSIGNOR** may publicly display the **Final Artwork** and derivatives thereof, including but not limited to, the display of the **Final Artwork** and derivatives thereof in **ASSIGNOR's** portfolio, websites, galleries, design periodicals and other media or exhibits. **ASSIGNOR** may describe, its role in relation to the **Project** and the services provided to other parties on its website and in other promotional materials, for any purpose, without **ASSIGNEE's** prior consent;
- vi. **Accreditation of Final Work:** **ASSIGNEE** shall make reasonable efforts to credit **ASSIGNOR** as the original creator of the **Final Artwork** in connection with any uses by **ASSIGNEE**;
- vii. **Reprography Right:** **ASSIGNOR** may make reprographic reproductions database storage or retrieval, as well as making visually perceivable facsimile copies of previously published material, in each case by any means and using any technology, whether now known or hereafter developed, by photocopying, xerograph, duplicating (from stencil) or similar means, microform (including microfiche), transcription or drawing (including tracing) for an overhead or slide projection; and
- viii. **Enforcement of Intellectual Property Rights:** **ASSIGNOR** will have the exclusive right (but not the obligation) and **ASSIGNEE** grants **ASSIGNOR** the exclusive authority, to protect and enforce **ASSIGNEE's Copyrights** in the **Final Artwork**, including bringing legal proceedings against infringers and issuing notice and take-down requests under the Digital Millennium Copyright Act (**DMCA**) (each a "Protection Action"), at the sole expense of **ASSIGNOR**.

6. **Copyright Designation:**

a) All displays and/or publications of the **Final Artwork** shall bear **ASSIGNEE's** copyright designation notice as suggested by the U.S. Copyright Office.

7. **Term:**

a) The **Copyrights** protection term of this irrevocable and exclusive assignment shall be for the full term of the copyrighted work, including its renewal term and any applicable extended renewal term of the **Copyrights'** protection. The terms, covenants, and provisions of this assignment shall inure to the benefit of **ASSIGNEE**, its officers, successors, assigns, and/or other legal representatives, and shall be binding upon said **ASSIGNOR**.

8. **Effective Date:**

a) This **Agreement** shall be effective as of the day, month and year first written above; upon signing by both **PARTIES** this **Agreement**; and upon the signature and placement of the official seal of a certified notary public on this **Agreement**. The term of this **Agreement** shall continue as detailed in section 7 "Term," above.

9. **Warranty:**

a) **ASSIGNOR** warrants and represents that:

- i. The **Final Artwork** is an original visual work of authorship of
ASSIGNOR;
- ii. The **ASSIGNOR** as creative originator is the sole proprietor of the **Final Artwork**;
- iii. The **Final Artwork** does not infringe any existing **Copyrights**;
- iv. The **Final Artwork** is not regarded by **ASSIGNOR** as Site-Specific Art and therefore **ASSIGNOR** will not seek legal protection for the **Final Artwork** as visual art that derives its meaning from the surrounding environment;
- v. The **ASSIGNOR** has not entered into any assignments, transfers, licenses, contracts or mutual understandings in conflict with the terms and conditions of this **Agreement**; and
- vi. There are no claims currently pending or threatened, nor does **ASSIGNOR** have any reason to believe that any claims will be

brought or threatened in the future, against **ASSIGNOR's** rights, ownership, title or interests in the **Final Artwork**.

10. **Indemnification:**

a) **ASSIGNOR** agrees to indemnify and hold harmless **ASSIGNEE** against any and all claims, lawsuits or legal actions made in connection with the **Final Artwork**, including but not limited to, any copyright infringement claims, moral rights violation claims, loss claims, personal and/or real property claims, injury claims, breach of contract claims, inverse condemnation claims, conversion claims, taking of property claims, and/or damage claims (including any related legal costs, attorney fees or expenses properly incurred by **ASSIGNEE**).

11. **Delivery:**

a) **ASSIGNOR** must provide **ASSIGNEE** with this **Agreement**, properly executed, signed, dated, and notarized and attach the required **Exhibit A (Local Agency Agreement)**, **Exhibit B (Final Artwork)**, **Exhibit C (Material Object)**, **Exhibit D (Project)**, **Exhibit E (Preliminary Works)** and **Exhibit F (TA Proposal Application)**, necessary to give effect to this **Agreement**. **ASSIGNOR** shall provide to **ASSIGNEE** the "original wet signature" of this **Agreement** with the attached above-mentioned Exhibits. **ASSIGNOR** will receive a copy of the fully executed **Agreement**.

12. **General Terms:**

a) **Applicable Law:** This **Agreement** must be read and construed according to the laws of the State of California and the **PARTIES** submit to the jurisdiction of the State of California.

b) **Amendments:** This **Agreement** may not be varied, modified, renewed, or revoked, unless agreed to by both **PARTIES**, made in writing and signed by both **PARTIES**, by a person in authority to contractually bind and sign on behalf of such party.

c) **Severability:** If any provision of this **Agreement** is held by a court to be unlawful, unconscionable, invalid, unenforceable or in conflict with any rule or law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

13. **Further Agreements:**

a) This instrument contains the entire and only agreement between the **PARTIES** and supersedes all pre-existing agreements between them respecting its subject matter. Any representation, promise, or condition in connection with said subject matter that is not incorporated in this **Agreement** shall not be binding upon either party.

IN WITNESS WHEREOF, the **PARTIES** have caused this **Agreement** to be executed the day and year first written above; by the signatures of each **PARTY** below; and by the signature and official seal of a certified notary public:

ARTIST (ASSIGNOR)

ARTIST (ASSIGNOR) NAME:

[Christie Weibel]

ARTIST (ASSIGNOR) ADDRESS:

[148 Marston Avenue, San Francisco, CA 94112]

ARTIST (ASSIGNOR) SIGNATURE:

DATE: [16 Feb 2023],

[Christine Weibel], personally appeared before me,

_____, and proved to me with satisfactory evidence to be the person whose name is subscribed to the above **Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork**, and acknowledged to me that [he or she] executed the same in his authorized capacity and that by his signature on the **Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork**, did [himself or herself] execute this **Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork**.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE OF NOTARY PUBLIC

CALIFORNIA DEPARTMENT OF TRANSPORTATION (ASSIGNEE)

ASSIGNEE NAME:

ASSIGNEE SIGNATURE:

ASSIGNEE TITLE:

ASSIGNEE ADDRESS:

DATE:

APPROVED AS TO LEGAL FORM BY:

MARIA S. SAPIANDANTE, ATTORNEY FOR ASSIGNEE

February 10, 2023

Jessie Williams

Erin Wheeler

167 Marston Ave

San Francisco, CA 94112

San Francisco Public Works

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

Dear San Francisco Public Works,

We are writing this letter in support of the Havelock Bridge Mural project proposed by Christine Weibel. As frequent users of this bridge, we're well aware of how its' current state does not represent the beauty and vitality of the surrounding neighborhoods, where visitors will find treasured homes and gardens, and a vibrant family-oriented community.

Additionally, due to its' unkept appearance, drivers appear unaware that pedestrians are crossing the street to use the bridge and therefore the stop sign at a nearby corner is frequently ignored. As a parent of a three year old who can only move so fast, this has proved incredible dangerous to our safety several times. A bridge mural would signal that it is a resource in continuous use.

We would also like to note that large-scale public art projects such as murals are incredibly important to the communities of San Francisco. They serve as a reminder of the rich history art has played in this city, most notably that of the artists who use their time and talent to bring beauty to our neighborhoods. We feel that Weibel's design pays homage both to the city and to the working artists living within it.

We urge the SF Public Works to consider this project as a valuable investment in our dynamic and growing neighborhood, and extend our appreciation to Weibel for her efforts and to Public Works for their consideration.

Sincerely,

Jessie Williams

Erin Wheeler

Re: Havelock Bridge Mural Improvement Project

San Francisco Public Works,

I would like to provide this letter in support of the beautification of the Havelock Bridge. I am a San Francisco native and a first time homeowner as of 2018 in the Sunnyside neighborhood. I am an employee of the City & County of SF and I use BART to commute daily to work downtown. I was thrilled to find out that the BART station and Balboa Park had such a direct route from my street. I never have gotten to see the bridge look different than it does now, typically covered in ivy and graffiti. I will use the bridge either way, but it would be a real improvement to the neighborhood to have something more welcoming.

I am happy to hear of the mural project moving forward. It would be great to have a neighbor help complete the project. I support the proposal put forth by Christine Weibel for the colorful mural to help improve my daily commute and pride in my neighborhood.

Julia Cutts

[REDACTED]

Sunnyside Neighbor

[REDACTED]

[REDACTED]

[REDACTED]

February 10, 2023

Eric Harper and Michelle Brady
142 Marston Avenue
San Francisco, Ca 94112

San Francisco Public Works
1 Dr. Carlton B. Goodlett Place
San Francisco, Ca 94102

Dear San Francisco Public Works,

I am writing this letter to share my support for the Havelock Bridge Mural proposed by Christine Weibel. My wife and I have lived on Marston Avenue for the past five years and often use the pedestrian bridge to take our two children to Balboa Playground. We would like very much to see the bridge area beautified for all pedestrians crossing and motorists traveling on Circular Avenue.

Currently, the space is unused and rather drab. Oftentimes the bridge is sprayed with awful graffiti and in the past littered with refuse. Recently, with the addition of the raised crosswalk it has become a much more visible area and the addition of a mural will be another step towards beautifying our wonderful neighborhood.

Lastly, the stop sign at Havelock and Circular is constantly run by motorists traveling towards City College. I believe that a mural will highlight the need to stop by letting motorists know that the neighborhood is cared for by its residents.

With Care,

Eric Harper and Michelle Brady

Mahima Muralidharan
160 Marston Ave
San Francisco, CA 94112

February 9, 2023

Dear San Francisco Public Works,

I'm delighted to write a letter in support of the beautification of the Havelock Bridge. I have lived in the Sunnyside neighborhood since 2005 and our family frequently uses the bridge multiple times a week. As a parent, it is particularly important to me for my nine year old to have a safe access path to Balboa Park and affiliated play areas. The bridge serves as a very important connector to different parts of our wonderful community.

The bridge is in immediate need of attention and the proposed mural will provide much needed facelift and exponentially improve both the safety and aesthetic of the entire area. Increased pedestrian traffic will increase the overall feeling of safety in the area especially late at night when lighting is pretty limited in the area.

I look forward to seeing the installation of the mural and enthusiastically support the proposed changes.

Sincerely,
Mahima Muralidharan

Patricia Theel
251 Staples Avenue
San Francisco, CA 94112

February 3, 2023

Dear San Francisco Public Works,

I'm thrilled to write a letter in support of the beautification of the Havelock Bridge. I have lived in the Sunnyside neighborhood for over twelve years and utilize this bridge anywhere from three to ten times per week. It is a fantastic thoroughfare for neighborhood residents on both sides of I-280. The Balboa Park dog run, the J-Church MUNI line and those legendary Roxie's sandwiches, among many other things, are all just a short walk over the bridge. It is a connector for our neighboring communities and also a passage to City College of San Francisco. It is a popular and well-used bridge with high traffic.

It saddens me to see how badly it has fallen into disrepair over the last twelve years. It is very rundown in appearance, covered in graffiti with rusted beams and coverings. Honestly, it is an eyesore and more importantly uninviting to cross. Quite frankly, it looks unsafe in many ways. I imagine that someone new to the area or unfamiliar with the bridge might be concerned about entering the bridge or what they may encounter while doing so. I think beautifying the bridge will make an incredible difference to this area. The bright colors of the proposed mural will brighten the entrance and will also provide an important safety feature, causing cars to slow down as they turn the corner from Circular to Havelock streets. Considering this bridge has a walkway mid-block on Havelock, it is vital that cars slow for pedestrians, babies in strollers and dogs.

I look forward to seeing the Havelock Bridge with its new facelift. And I am excited at the thought of using this bridge to connect to our sister communities for the next twelve years to come.

Sincerely,

Patricia Theel

February 2, 2023

Kerriann Casey
Keith Anthony-Brown
130 Marston Ave
San Francisco, CA 94112

San Francisco Public Works
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

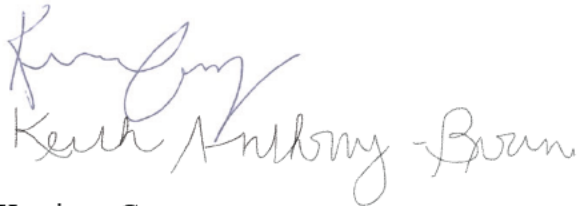
Dear San Francisco Public Works,

We are delighted to write a letter of support for the proposed Havelock Bridge Mural put forth by Christine Weibel. We have been residents and users of the pedestrian bridge since we moved to Marston Ave in October of 2021. We primarily use the pedestrian bridge to bring our toddler to Balboa Park and have found the introduction of the raised crosswalk to be an asset to the safety of the area.

However, as described in the Havelock Bridge Mural Creative Brief, the appearance of the pedestrian bridge when approaching from Circular Avenue does not signal drivers as to its active use. The proposed addition of the Havelock Bridge Mural would serve the dual purpose of indicating that drivers are approaching an active pedestrian area, while simultaneously improving the aesthetic.

Within our short section of Marston Ave (intersection of Marston Ave and Edna St to cul-de-sac) there are at least 12 children. The proposed mural would go along way towards providing additional safety for children accessing the pedestrian bridge while bringing joy to our community!

Sincerely,



Keith Anthony-Brown

Kerriann Casey
Keith Anthony-Brown