



# AGENDA REPORT

**CITY HALL - ONE FRANK H. OGAWA PLAZA, 2<sup>ND</sup> FLOOR - OAKLAND - CA 94612**

**DAN KALB**  
Councilmember District 1

(510) 238-7001  
[dkalb@oaklandca.gov](mailto:dkalb@oaklandca.gov)

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**DATE:** July 6, 2023

**TO:** Members of the City Council and Members of the Public

**FROM:** Councilmember Kalb

**SUBJECT:** RESOLUTION AWARDING A GRANT IN THE AMOUNT OF \$11,000 FROM PRESIDENT PRO TEM KALB'S MURAL FUNDS (FUND 85521) TO ARTIST DEBRA KOPPMAN FOR A COMMUNITY MURAL OUTSIDE STUDIO NAGA INDO-AMERICAN MARTIAL ARTS AT 5850 SAN PABLO AVENUE

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Dear Colleagues and Members of the Public,

On July 26, 2021, the City Council adopted Resolution No. 88783 C.M.S., which amended Resolution No. 88717 C.M.S., the adoption of the FY 2021-23 Biennial Budget adjustments, to appropriate additional funding for murals across the City of Oakland, business improvement district support, cameras in commercial corridors, transportation, and capital projects. Pursuant to Resolution No. 88783 C.M.S., each Council District office was allocated \$60,000 for public art murals, to be funded by Fund 85521.

I am happy to recommend that \$11,000 of my dedicated funds be used to support the creation of a mural on the exterior wall of the non-profit martial arts studio, Studio Naga. During the pandemic, with the inability to provide in-person courses, the studio suffered. The studio also regularly has to contend with graffiti and other defacement of their building.

By awarding these funds to Studio Naga, we can deter graffiti and provide the community beautiful art celebrating Oakland.

Studio Naga has been a pillar of the D1 community and I am pleased to recommend this grant.

Attached to this memo is the artist's full application. For questions regarding this report, please contact Councilmember Dan Kalb at [dkalb@oaklandca.gov](mailto:dkalb@oaklandca.gov).

Respectfully submitted,

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Councilmember Dan Kalb

## Schedule A

### SCOPE OF WORK, DELIVERABLES & BUDGET

#### I. PROJECT DESCRIPTION, LOCATION OF ARTWORK & TASKS

This mural project, funded through “Graffiti Abatement – Green Walls, District 1,” will be sited on the long exterior façade of the brick building occupied by *Studsonaga* at 5850 San Pablo Ave, at the corner of 59<sup>th</sup> Street and San Pablo Avenue in North Oakland. The business, a non-profit focused on teaching children, youth, and adults the Indonesian-American martial art form of “Poekoelan Tjimindie Tulen” since 2000, suffered from an inability to conduct in-person training, in the same way similar hands-on training programs suffered. The business is now back to offering classes at this studio, and is handicapped by the presence of un-housed people frequently defacing the building and using the front and side walls for their personal needs. In addition, there have also been frequent serious graffiti assaults on the building, making it unappealing and uninviting for the numerous children and youth who attend classes to learn self-defense, meditation, and leadership skills.

The building is a beautiful old brick building, with original tile in the front entranceway, and open, spacious studio rooms filled with original wood trim and lots of light. The long exterior wall which has been repeatedly defaced, does not reflect the purpose or the values of this locale, and would greatly benefit from the creation of a community mural. This project would offer the possibility of modifying the exterior of the building to cohere with the interior of the building, and with the values of the community. At the same time, the aesthetics of the whole street will be improved, and neighbors and passers-by will be delighted.

Local Oakland Artist Debra Koppman has designed a mural which coheres with the spirit and practices of the studio, but which does not function in any way as advertising. Debra Koppman has extensive experience working with Oakland community members, and has successfully completed multiple murals around the city. She was the collaborating artist on 2 murals which were funded by the previous Green Walls program in District 1, and was the lead artist on multiple Green Walls projects in District 4, and has also completed multiple murals on businesses and non-profits in the Fruitvale and Grand Lake Districts.

Students, teachers, and parents will be invited to participate in the painting of the mural; we will also welcome any community members who would like to participate. This opportunity to participate in the creation of a more welcoming space will hopefully extend out beyond the specific participants of the classes offered at *Studsonaga*.

#### Tasks:

- Wash wall.
- Prime wall.
- Grid wall.
- Paint wall.
- Seal wall. Repeat, for a total of 4 coats.
- Inaugurate! Celebrate!

The design will be gridded out, making it fairly straightforward to follow. I intend to paint the wall as if it were mosaic tile. As someone who works both with paint and with mosaic tile, I feel that this approach

will tie appropriately to the existing aesthetics of Studionaga, which has beautiful old tile on the front façade of the building, and beautiful intricate wood and fabric details on the inside. By painting the design as if it were mosaic tile, I will be able to add a level of detail in a fairly simple way; this level of detail will I hope help to serve as the most effective graffiti deterrent I can implement. Towards this end, I will use primer infused with a medium gray paint as my initial surface, and begin the gridding and drawing from there.

Volunteers will be coordinated with Louise Rafkin, to allow maximum possibility for all those interested to participate; hopefully this will also reduce the total number of artist hours necessary, to make this budget reasonable. Volunteers will help prep and prime the wall, participate in the painting of the mural, and help with the application of the 4 coats of sealer.

We will intend to organize a community celebration to inaugurate the mural, bringing together the *Studionaga* community with their larger surrounding community.

## II. SCHEDULE OF PERFORMANCE & MAINTENANCE

**Timeline:** This timeline is based on the assumption of receiving PAAC approval, a ***City Council Resolution***, and a ***contract*** by **June 30, 2023**.

**April 2023 – June 2023:** District 1 Staff executes Resolution to allocate funding for this project to Artist Debra Koppman; brings Resolution to City Council; City Council approves; District 1 Staff executes Grant Agreement, i.e. the contract.

**June 5, 2023:** Receive approval from PAAC. Artist has submitted, as of 3/30/23, the necessary documents to PAAC, and is on their schedule for the May 1 meeting.

**By June 30, 2023:** City Council Resolution approved; contract executed and signed by the parties – Artist and the City.

**July – August 2023:** Paint wall, allowing for scheduling around volunteer availability.

**Late August/Early September 2023:** Community dedication/celebration.

**Maintenance to be performed as needed; Plan re-washing, re-coating with graffiti sealer at 5-year mark.**

### III. COMPENSATION

#### **Budget:**

#### **Income:**

|   |           |
|---|-----------|
| City of Oakland, District 1: Graffiti Abatement-Green Walls | \$ 11,000 |
| Studsonaga Fundraising                                      | \$ 4,300  |

|              |                  |
|--------------|------------------|
| <b>Total</b> | <b>\$ 15,300</b> |
|--------------|------------------|

#### **Expenses:**

|                                  |                  |
|----------------------------------|------------------|
| Artist Time: @ 180 hrs @ \$75/hr | <b>\$ 13,500</b> |
|----------------------------------|------------------|

#### Materials:

|        |                 |
|--------|-----------------|
| Primer | \$ 150          |
| Paint  | \$ 750          |
| Sealer | <u>\$ 900</u>   |
|        | <b>\$ 1,800</b> |

|              |                 |
|--------------|-----------------|
| <b>Total</b> | <b>\$15,300</b> |
|--------------|-----------------|

## Schedule A-2

### FINAL ARTWORK PROPOSAL

(Include description, maintenance, materials, drawing/rendering of art, etc.)

#### **Description:**

The image was designed in collaboration with Louise Rafkin, head of the school. The design includes an image of a dragon in a bamboo forest, connecting the image loosely to Indonesia as the origin of this particular martial arts tradition. Joining the dragon are a monkey, a crane, a tiger, and a snake, the four animals whose movements form the basis of the "Poekoelan Tjimindie Tulen" teachings. The image is both simple enough to have multiple, not-necessarily-experienced volunteers participate, while being complicated and detailed enough to deter further graffiti. Not possible to see in the drawing is the fact that the mural will be painted "as-if" it were mosaic tile. This technique, which I have used before to great effect, creates the illusion of mosaic tile, gives the feeling of a great deal of detail over the entire surface, and is reasonably easy to teach people, allowing for individual differences in application and approach.

#### **Maintenance:**

Artist Debra Koppman will work with the director of Studionaga, Louise Rafkin, to assure that the artwork looks terrific for as long as possible. Koppman has created over 35 murals over the last 16 years, and has had minimal maintenance issues. She has only had to fix one serious incidence of graffiti in that time, so we have some hope that the mural itself will deter graffiti.

The mural will be coated with 4 coats of a high-quality anti-graffiti sealer, which helps make it more possible to clean graffiti easily. While it is in her interest to fix graffiti as long as she is alive and able, Koppman is recommending that *Studionaga* begins to raise funds for the purpose of ongoing and long-term maintenance, to pay her or another contractor in the case of needed repairs.

Louise Rafkin will inform Koppman of any needed fixes; if the fixes are minimal, requiring 3 hours or less each incident, she will take care of them, with the help of *Studionaga* members, in as timely a manner as possible, with no compensation, for a period of 5 years. In the case of serious graffiti, during the 5 year period and beyond, which requires many hours of work to repair or repaint, Koppman will also work with *Studionaga* members, and will expect to be compensated for her time, at a rate of \$60/hr.

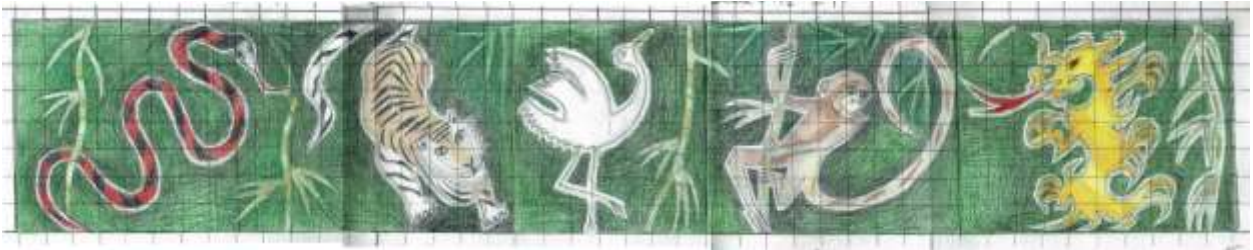
Ideally, even without damage, it would be great to power-wash the wall it at the 5 year mark, and to potentially re-coat it with sealer at that point. *Studionaga* will plan to power-wash the wall and to raise @ \$300 to pay for additional sealer; Koppman will work with *Studionaga* members to plan for this event.

#### **Materials:**

I will be using Nova Color acrylic paints, a high quality paint which stands up well to weather and grit, has beautiful color, and is wonderful to work with. I will seal the wall with 4 coats of TSW (This Stuff

Works) graffiti sealer, which is highly protective against UV light, pollution, and potential graffiti damage.

**Drawing:**





notice to Property Owner, and shall honor any reasonable request by Property Owner to delay or reschedule work, before re-entering the Premises for the purposes of repairing, altering, restoring or removing the Mural.

8. The Property Owner shall not repair, alter, restore or remove any portion of the Mural, except if (i) the Property Owner has determined that repair or removal of the Mural is necessary to eliminate an imminent threat of physical injury to persons or property, the Property Owner has notified the Artist of the situation, and the Artist has failed to remedy the situation within a reasonable period after receiving such notice, or (ii) the Property Owner has determined that the wall is to be removed or physically altered in such a way that the Mural cannot remain in place, the Property Owner has notified the Artist of the situation, and the Artist has failed to remove the Mural within 10 days of receiving such notice. The Artist shall bear reasonable costs of any work performed on or in connection with the Mural by the Property Owner pursuant to this paragraph.

9. If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile or email and concurrently by prepaid U.S. certified or registered postage address to recipient as follows:

Property Owner

Name: STAR Bethel Missionary Baptist Church, PASTOR EDWARD  
Address: 5800 SAN PABLO AVE, OAK 94608  
Telephone: [REDACTED]

Grantee

Name: Debra Koppman  
Address: [REDACTED]  
Telephone: [REDACTED]

10. This Agreement is governed by and construed in accordance with the laws of the State of California.

The Parties are executing this Agreement as of the date stated in the introductory clause above.

ARTIST

Signature: Debra Koppman Date: 3-29-23  
Print Name: Debra Koppman

PROPERTY OWNER

Signature: [Signature] Date: 3-27-23  
Print Name: Earl J Ward



## Schedule A-4

### Waiver of Proprietary Rights for Artwork Placed Upon Private Property

#### Waiver of Proprietary Rights for Artwork Placed Upon Private Property Under VARA and CAPA

Artist has designed a work of visual art. In consideration of the Property Owner's approval of the Artist's design of visual art: [describe mural, medium, site, including interior location if applicable]

EXTERIOR MURAL @ 5850 SAN PABLO Ave, consisting of  
one dragon, one monkey, one crane, one tiger and one snake.  
entitled "Coming home to Studio Naga."

("the Work") for the Property Owner. 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 (California Civil Code §§987 and 989) ("CAPA"), 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 Property Owner. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alteration, 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.

Pursuant to Section 8 of the attached Mural Authorization Agreement, the Property Owner shall not repair, alter, restore, or remove the Work, except if (1) the Property Owner has determined that repair or removal of the Mural is necessary to eliminate an imminent threat of physical injury to persons or property, the Property Owner has notified the Artist of the situation, and the Artist has failed to remedy the situation within a reasonable period after receiving such notice, or (2) the Property Owner has determined that the wall is to be removed or physically altered in such a way that the Mural cannot remain in place, the Property Owner has notified the Artist of the situation, and the Artist has failed to remove the Mural within 10 days of receiving such notice.

The Property Owner has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City's authorization. However, the Property Owner 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. In the event that the Property Owner pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the Property Owner's efforts to prosecute such claims.

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

All notice shall be made as outlined in Section 42 of the Grant Agreement and Section 9 of the attached Mural Authorization Agreement. 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 Cultural Arts Division, One Frank Ogawa Plaza, 9<sup>th</sup> Floor, Oakland, CA 94612 and to the Property Owner.

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

By Artist: Debra Koppman Debra Koppman

Name: Debra Koppman Date: 3-13-23

Address: 

Phone: 510 Email: debkoppman@gmail.com

By: Property Owner: Stan Betuel PE

Name: Pastor Earl J Ward Date: 3-14-23

Address: 5800 Sun Palo Ave

Phone: 

# Combined Grants Schedules



Business Name Debra Koppman Phone 510/482-1818 Email \_\_\_\_\_  
 Address [Redacted] City Oakland State CA Zip \_\_\_\_\_ Federal ID # \_\_\_\_\_  
 City of Oakland Business License Number 00077809 Completed by: Debra Koppman Phone if different \_\_\_\_\_

## Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)

I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

## Schedule K – (Pending Dispute Disclosure)

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please check one)  Yes  No
- If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
 Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_

Administering Department/Division: \_\_\_\_\_ Issues: \_\_\_\_\_

## 3. (check) Additional Disputes listed on Attachment

## Schedule N - (Living Wage – Declaration of Compliance) Grants accumulating over \$100K. Grants under \$100K mark N/A

| Employment Questionnaire: Please respond to the following questions:   | Responses |
|--|-----------|
| (1) How many permanent employees are employed with your company? (If less than 5, stop here)   | N/A       |
| (2) How many of your permanent employees are paid above the Living Wage rate?  | N/A       |
| (3) How many of your permanent employees are paid below the Living Wage rate?  | N/A       |
| (4) Number of compensated days off per employee? (Refer to item "a" above)   | N/A       |
| (5) Number of trainees in your company?  | N/A       |
| (6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days. | N/A       |

**Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) Grants accumulating over \$25K, Grants under \$25K mark N/A**

**Section A. Grantee Information**

- (1) Are you an EBO certified firm (Please check one)  Yes  No (if yes, please attached certificate and skip Schedule N-1)  
 (2) Approximate Number of Employees in the U.S. N/A (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please check one)  Yes  No (4) Union name(s) N/A

**Section B. Compliance**

N/A

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one)  Yes  No  
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please check one)  Yes  No

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

| Benefits                              | Offered to Employees only | Offered to Employees and their spouses | Offered to Employees and their Domestic Partners | Not Offered at all       | Documentation attached   |
|---------------------------------------|---------------------------|--|--|--------------------------|--------------------------|
| Health                                | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Dental                                | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Vision                                | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Retirement (Pension, 401K, etc)       | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Bereavement                           | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Family Leave                          | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Parental Leave                        | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Employee Assistance Program           | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Relocation & Travel                   | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Company Discount, Facilities & Events | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Credit Union                          | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Child Care                            | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Other                                 | <input type="checkbox"/>  | <input type="checkbox"/>               | <input type="checkbox"/>                         | <input type="checkbox"/> | <input type="checkbox"/> |

(1) CPAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

**Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)**

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: \_\_\_\_\_

**Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)**

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. Initial: DK

**Oakland's Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial: DK

**Affirmative Action** - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. Initial: DK

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: Debra Koppman Title: Artist/Owner  
Signature: Debra Koppman Date: March 11, 2023

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>