



CITY OF OREGON CITY ARTS COMMISSION AGENDA

City Hall Chambers, 625 Center Street, Oregon City
Thursday, May 19, 2022 at 7:00 PM

VIRTUAL MEETING NOTICE

This meeting will be held in-person at the location listed above and virtually via Zoom. Please contact dgering@orc.org for the Zoom link if you wish to participate.

CALL TO ORDER

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. 2022 April Minutes

PRESENTATIONS

Three Rivers Artist Guild - Tamara Scott

City Recorder - Jakob Wiley

PUBLIC COMMENT

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. The Chair has the discretion to waive limitations. Prior to speaking, citizens shall complete a comment form and deliver it to the Staff Member. The Arts Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager.

PUBLIC HEARING

1. Arts Mural Application Three Rivers Artist Guild

DISCUSSION ITEMS

1. Staff Report - Capital Project Arts Funding
2. Staff Report - Program Development Recommendations
3. Strategic Plan Update
4. Funding of the Art Mural at the 100th Anniversary of the Arch Bridge Event

COMMUNICATIONS

ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments. Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WPMC at 503-650-0275 for a programming schedule.

Oregon City Arts Commission

April 21, 2022

7:00 PM

DRAFT - Minutes

In Attendance:

Arts Commissioners

Trieste Andrews (Chair)
Karen Buerhig
Emma Lugo
Tammy Jo Wilson

Mary Andrus
Tima Carlson (Vice Chair)
Josh Planton
Jenn Woodward

Oregon City Staff

James Graham, Economic Development Manager
Aquilla Hurd-Ravich, Community Development Director*
Daniel Gering, Tourism Program Specialist

Guest(s)

Liz Hunnam, Executive Director – Downtown Oregon City Association
Lucas Nickerson, Artist*
Lynda Orzen, Friends of the Oregon City Library Bookstore

Not in Attendance:

Selena Jones

*Participants attended online via Zoom

Meeting was called to order at 7:03PM by Commissioner Andrews.

Roll Call

Adoption of the Agenda

Adoption of the Minutes – Commissioner Lugo motioned to approve; Commissioner Carlson seconded.
7 Aye 0 Nay.

Public Comment - None

Presentations

OC2040 – Aquilla Hurd-Ravich Overview presentation regarding the OC2040 Vision and Comprehensive Plan was presented. Commissioners asked questions related to how the Arts fits into the OC2040 plan, and Director Hurd-Ravich mentioned that there is no one place that the plan calls out Arts in the Comprehensive Plan. Indirectly, Arts would be able to connect broadly to the goals related to the use of civic spaces and livability in the community. Commissioner Lugo, who participated in the crafting of the OC2040 plan, mentioned that arts were discussed

many times in the initial building of the plan, but they were incorporated into the various elements through-out the plan.

Downtown Oregon City Association – Liz Hunnam Overview presentation regarding the structure of the Main Street program and how the design section of the “Four Point Approach” relates to the Arts in downtown Oregon City. Commissioners discussed program support ideas and diversity inclusion in the programs that the Downtown Oregon City Association are crafting. Commissioner Planton requested a copy of the list of potential projects that the Association plan.

Public Hearing

Arts Mural Application – Mural Friends of the Oregon City Library Bookstore The Friends of the Oregon City Library Bookstore presented an overview of the mural and the support program that helped fund the project. They were very excited to announce that their fund-raising efforts were able to gather enough sponsorships to cover the cost of the mural. Commissioners asked clarification questions of the artist about the construction of the mural.

Staff provided a staff report and announced that there is one contingency left, as of the date of the meeting and recommends for approval however the permit will only be issued once Oregon City received the copy of the Certificate of General Liability.

Public Comment – None

Commissioner Planton moved to approve the application with the caveat that the Certificate of General Liability has been received; Commissioner Buerhig second the motion.

Roll call vote was called to approve the mural application: Andrews – Yes, Buerhig -Yes, Lugo – Yes, Wilson – Yes, Andrus – Yes, Carlson – Yes, Planton – Yes, Woodward – Yes

Commissioner Planton asked staff about any plans for the promotion of the mural. Staff does have a plan to attend the unveiling and will promote through the tourism and city channels.

Amendment to Bylaws Commissioner Planton suggested clarifying changes to section 5.3 regarding the Arts Commission agreement that Staff would be appointed as Secretary. Chair Andrews had questions related to section 4.3 about the commissioners who have shorter terms in the by-laws. Staff stated that there is no need to clarify, as the shortened terms are due to the staggering of appointments to maintain that only two commissioners will need to be replaced each year, but as the third cohort reaches three years that all terms after will be three years length.

Commissioner Carlson suggested that the by-laws include a reporting mechanism to the City Commission. James Graham recommended that it not be placed in the by-laws but consider it to be an operational goal. Staff would look to see when the Chair could be scheduled with the Commission to do an update.

Commissioner Andrus moved to accept the by-laws with the changes requested by Commissioner Planton; Commissioner Planton seconded. 8 Aye 0 Nay

Commissioner Planton suggested that in the future there may need to be some verbiage be added about an annual budget review.

Clarification was asked by Commissioner Buerhig related to the raise funds and how would they be processed. There was following discussion on what fund-raising options could be like. James Graham suggested that staff could draft a staff report that could recommend on how fund raising, and fund use could be done. This report could be used to seed ideas for the Arts Commission for future projects. Project recommendations and funds expended would need to be approved by the City Commissions.

Discussion: Appropriate Use of Art Commission Funds Pt 2

Chair Andrews wanted to understand the “Percent for Art” requirements by Federal or State and if any projects in the past, and if there is a requirement, what happened to the funds. The Arts Commission asked staff to investigate the topic and the history on the Oregon City version of the “Percent for Art” Ordinance and staff agreed to generate a staff report with the findings.

Staff Update: Damaged Sculpture Staff had nothing new to report.

Communications

Chair Andrews brought up a few points for the Arts Commission to consider:

- 1.) Sustainable funding for the Arts Commission
- 2.) Subcommittees for events or projects within the Arts Commission
- 3.) The ability for the Commission to meet more frequently (suggest two weeks for a short period of time)
- 4.) More visibility for the Arts Commission, including a partnership with Clackamas County Arts Alliance and a web page where more about the Arts Commission and supporting programs that could be added. Also, Willamette Falls Television would be another way to communicate on their announcements.
- 5.) Arch Bridge Celebration and the potential funding for a 3-part, paint by number, mural if funding is not covered by the Celebration budget. This will be added to next agenda.

Commissioner Lugo requested that Oregon City Parks and Recreation be invited to be a guest speaker to talk about potential arts programming, etc. Staff will reach out to them to arrange that invite.

Commissioner Carlson also suggested inviting with Soulflags Arts Community Center as well. *(Side note: Since the City Recorder was going to be doing a presentation and Three Rivers Artist Guild was postponed, that request will need to be for June’s meeting)*

Adjournment at 8:40PM



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: Oregon City Arts Commission
From: Daniel Gering, Tourism Program Specialist

Agenda Date: 5/19/2022

SUBJECT:

Arts Mural Application Three Rivers Artist Guild

STAFF RECOMMENDATION:

Staff recommends that the Arts Mural Application submitted by Three Rivers Artist Guild be approved.

EXECUTIVE SUMMARY:

On April 18, 2022, the Economic Development Department received an Arts Mural Application from the Three Rivers Artist Guild. Staff reviewed the application and found it complete.

BACKGROUND:

On April 18, 2022, the Economic Development Department received an Arts Mural Application from the Three Rivers Artist Guild to be located at the White Rabbit Black Ink Coffee and Gift Shop, at 503 Main Street, Oregon City.

On April 28, 2022, public meeting notices were posted at the White Rabbit Black Ink Coffee and Gift Shop, City service buildings, library, and City Hall. In addition, public meeting notices were sent to resident and businesses within 300ft of the future location of the mural.

Staff is submitting the Arts Mural Application to the Oregon City Arts Commission to complete its due diligence review of the proposed mural. The guidance for Public Arts Mural Review is attached to this staff report.

OPTIONS:

1. Approve the Arts Mural Application.
2. Do not approve the Arts Mural Application.

BUDGET IMPACT:

Amount: N/A



Artist Guild
PO Box 2648

Oregon City, OR 97045

April 12, 2022

City of Oregon City, Economic Development
625 Center Street
Oregon City, OR 97045

To Whom It May Concern:

Attached is an application for a new mural to be created at 503 Main Street at the White Rabbit Black Ink Coffee and Gift shop. The project is sponsored and funded by the Three Rivers Artist Guild through the Metro Enhancement Grant we received in 2021.

Please let me know if you have any additional questions. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Trieste Andrews", written in a cursive style.

Trieste Andrews

Three Rivers Artist Guild

Trieste.andrews@gmail.com

971-322-8610

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | fax (503) 657-3339

[illegible]

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625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | fax (503) 657-3339

////////////////////////////////////

Please confirm which Municipal Zoning district in which the building is located. This information can be found on OC Maps: <https://www.orcity.org/maps/what-zone-am-i>

- ☐ General Commercial
- ☒ Mixed Use Downtown
- ☐ Mixed Use Corridor 1
- ☐ Mixed Use Corridor 2
- ☐ Willamette Falls Downtown District
- ☐ Institutional
- ☐ Any use that is listed under permitted uses in the Institutional district in 17.39.020 but located in a non-Institutional Zone.

Is the building currently designated as a historical structure? ☐ Yes ☒ No

What is the current use of the building?

Cafe, bookshop, gift store

////////////////////////////////////

MURAL INFORMATION

Project Start Date 6/1/22 **Proposed Completion Date** 6/24/22

Please complete the following:

1. Briefly describe the proposed mural and its relation to the building, the surrounding neighborhoods and the community served by the business or agency where the mural will be painted.

The mural will be on the White Rabbit Black Ink building at 503 Main Street on the corner of 99 and Main. The side of the building where the mural will be faces the entrance to the Willamette Falls project site and is one of the entrances into downtown Oregon City. It was extremely important to the Owner that an Artist from the Confederated Tribes created the mural, and we were able to secure the services from a tribal member, Brian Krehbiel. The owner wanted a depiction of the Falls, and Brian and the owner have decided to portray the tribal myth of how the falls were created by Meadowlark and Coyote.

2. Describe the wall and site where the mural will be located, including the size of the mural in relation to the actual wall size, street intersection, direction the mural will face (building façade), physical condition of the wall (cracks, leaks, concrete, wood, etc.) and visibility to the public.

The wall is on the corner of 99 and Main facing the Willamette Falls Trust site. It is approximately 75' x 19'. The whole wall will be used. The wall is currently in excellent condition and very little prep work except for power-washing will be required.



OREGON CITY

Economic Development

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | fax (503) 657-3339

3. What material(s) will the mural be painted/applied in? Specify type of paint or other materials to be used and include technical information about the material's durability, longevity, and toxicity.

The paint will be a durable exterior paint. The finished mural will be sealed with a TSW8 sealer which is graffiti resistant.

SIGNATURES

Property Owner Certification:

I certify that I am the owner of the project property. I further certify that I have not been given or received any compensation for the installation of the mural (other than for work performed) and have read, understand, and will abide by the Oregon City Public Art Mural Guidelines, and I give permission for the placement of the mural as presented in the application.

I agree to maintain the mural as required by the Oregon City Public Art Mural Program. I understand that the City requires an anti-graffiti coating be applied to the completed mural to help abate graffiti and vandalism. In doing the maintenance, I will comply with any relevant provisions of City of Oregon City Municipal Code.


Signature

Danelle Walsh
Name (print)

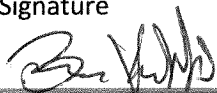
4/8/22
Date

Artist's Certification:

I, as the public art mural applicant, certify that the information and materials provided herein are correct and true to the best of my knowledge, and I have read, understand, and will abide by the Oregon City Public Art Murals guidelines.

I understand that the City requires an anti-graffiti coating be applied to the completed mural to help abate graffiti and vandalism. In doing the maintenance, I will comply with any relevant provisions of City of Oregon City Municipal Code.

Signature



Name (print)

Brian Kuehbiel

Date

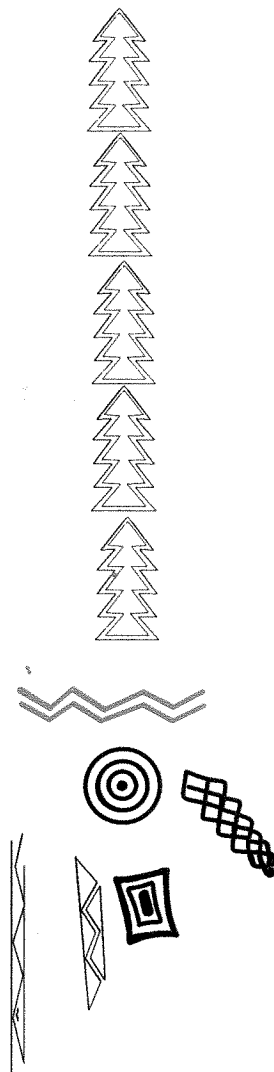
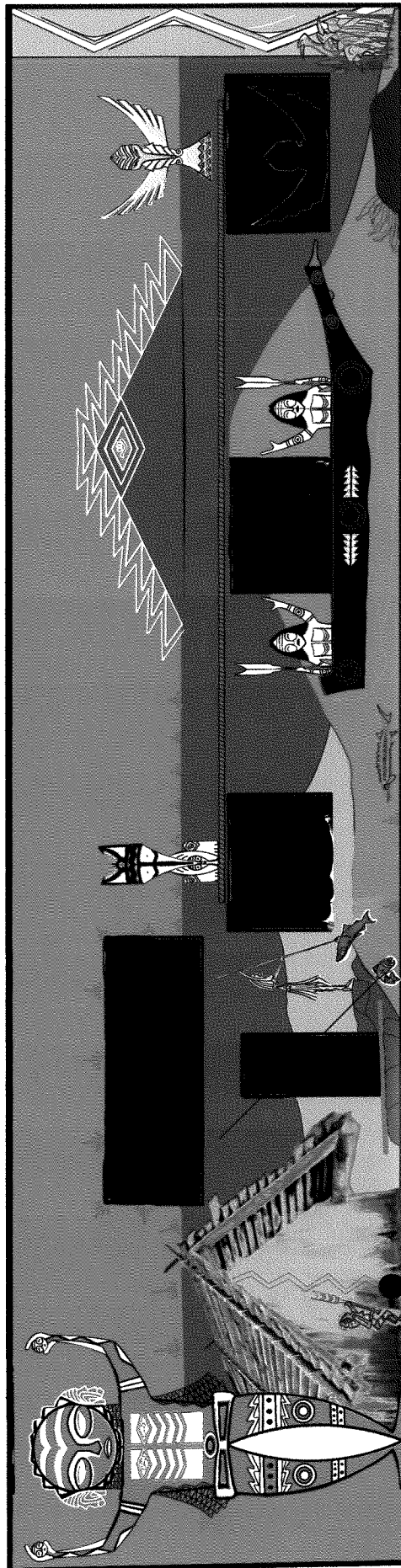
4-8-22

**Economic Development**

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | fax (503) 657-3339

Required Attachments:

1. Attach a color image of the existing building façade, the proposed mural, and the dimensions of the mural and placement of the mural on the building.
2. Attach information about the lead artist's experience working as a muralist and describe collaboration with community groups (if applicable).
3. Attach the safety plan for painting or installing the mural.
Include information as to whether you will be blocking a public right of way such as a sidewalk or street? If you will use scaffolding, lifts, or ladders, include a plan for maintaining access to sidewalks, streets and businesses and ensuring the safety of the public and the artists.
4. Attach filled-out art easement (Form Provided)
5. The applicant to the mural arts program shall obtain a Certificate of General Liability Insurance in the amount of \$1,000,000, naming the City of Oregon City as an additional insured. The Certificate of General Liability shall be in effect during the mural installation period and re-instated again when the Mural is either being refurbished or removed. The initial Certificate of General Liability must be in effect prior to the applicant receiving a permit to move forward with the disposition of the mural.





Three Rivers Artist Guild – Mural Application for 503 Main Street Attachments

Artist: Agency Creek Expression, Brian Krehbiel

Brian Krehbiel was born and raised in Oregon. He acquired a passion for building and creating art that's connected to the first native people of Oregon. In addition to murals, Brian specializes in canoe making. Both are an important aspect of his larger goal, which is to promote the growth of tribal culture.

In Brian's words found on his website, "Through connection, teaching and expression, our goal is to make tribal culture accessible and build a stronger community. We work with tribal members of all ages, backgrounds and abilities. Intuitively, we find new ways to further cultural knowledge in a way that's exciting and accommodates different learning styles.

We take great care in the planning involved with implementing events, teaching classes, visiting elders and inspiring youth. Our creative approach makes cultural education a positive experience and provides opportunities to form meaningful connections in the process. By learning about our culture together and inspiring others, we believe we can strengthen our tribal community".

Brian's experience includes mural projects with Gail Yazzolino at the End of the Oregon Trail Interpretive Center.

Safety Plan

We will need to use a scissor lift for the upper story of the building. Although the sidewalk is almost 9.5 feet wide and will accommodate a wheelchair, we have decided to have the sidewalk shut down with safety cones for additional safety. Since the sidewalk ends at the corner of 99 it will not be disruptive to traffic. There are no other buildings where the mural will be created and there is very little pedestrian traffic on that side of the building. We have checked with ODOT since 99 is a state highway, but they do not require any permits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) Item 1.

03/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haulbrook Insurance Agency, LLC 2264 Molalla Ave Oregon City OR 97045	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 503-341-5205 E-MAIL ADDRESS: phaulbrook@farmersagent.com FAX (A/C, No): 503-341-5205
INSURED Three Rivers Artist Guild Po Box 2648 Oregon City OR 97045	INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 21709

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	60548-61-43	09/16/2021	09/16/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			60548-61-43	09/16/2021	09/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	A Business Personal Property			60548-61-43	09/16/2021	09/16/2022	Limit: \$35,400
A	Cyber Liability- Aggregate Limit of Liabi			60548-61-43	09/16/2021	09/16/2022	Limit: \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy shall name the City of Oregon City, its officers and employees as additional insureds.

This Policy '60548-61-43' has Other Coverage 'Employees Benefits Liability- Aggregate Limit' With Limit '1,000,000'. Carrier: 'Truck Insurance Exchange', Effective Date: '09/16/2021', Expiration Date: '09/16/2022'.

CERTIFICATE HOLDER**CANCELLATION**

City of Oregon City PO Box 2648 Oregon City OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paul Haulbrook</i>
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After recording return to:
 Economic Development Dept
 Public Art Mural Program
 City of Oregon City
 625 Center Street
 Oregon City, OR 97045

ART EASEMENT

THIS ART EASEMENT, effective on 4/8/22 (month/day/year), is between Angelle Walsh ("Grantor"), and the City of Oregon City, an Oregon municipal corporation ("City").

RECITALS

A. The City has adopted a Tourism Strategic Plan which recognizes the integral part that murals can play in increasing community identity, beautifying the City, serving as a tourist attraction and as an avenue for involving youth and others in artistic expression. The Economic Development Department administers the City's mural program.

B. Grantor owns the real property located at 503 Main St ("Property"), which is legally described in Exhibit A (attached and incorporated herein) and is willing to make Property available to the City for the placement of an outdoor mural as specified in the City's Public Art Mural Program Guidelines (hereinafter, "Artwork"). The Artwork is described in Exhibit B, attached and incorporated herein.

IN CONSIDERATION of the mutual promises and performances set forth below, the parties incorporate the Recitals above and agree as follows:

1. Grant of Easement. Grantor conveys, grants and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork at Property. The location of the installation of the Artwork at the Property shall be as approved by the Oregon City Arts Commission or the City Commission.

2. Term of Easement. This easement shall be for a period of no less than five years from the date of execution ("Initial Term") which can be extended through a subsequent written Easement Agreement, unless sooner terminated as provided in Section 3.

3. Termination.

- a) During the Initial Term (or at any time thereafter), the easement may be terminated by Grantor with the City's consent in writing upon Grantor's showing that:
 - i) the Property is to be sold; or
 - ii) the Property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork.
 The City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination.
- b) The City may terminate the easement at any time at its sole discretion upon 30-days written notice to Grantor if Grantor fails to substantially perform Grantor's obligations under Section 4.
- c) Grantor expressly agrees and warrants that upon effective termination under Section 3, the Artwork shall be removed by Grantor no later than 30-days from the effective date of termination and the Property restored to its prior condition. Time for removal may be extended in writing by the City.

4. Maintenance and Repair. Grantor shall be solely responsible for maintaining and if necessary repairing the Artwork described in Exhibit B during the term of the easement. If in the sole judgment of the City, the Artwork is being excessively damaged and Grantor fails or refuses to maintain or repair the Artwork after 30-days written notice from the City, the City Economic Department staff will contact the artist to make the necessary repairs. Murals that are not properly repaired or maintained may be subject to removal and/or penalties pursuant to the enforcement procedures of Oregon City Municipal Code Chapters 1.16, 1.20 and 1.24.

5. Limitations of the Medium: Grantor acknowledges the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), and any other rights of the same nature granted by other federal, state, or foreign laws. However, the artwork is a mural located on the exterior wall of a building that is susceptible to damage or destruction either by weather or for other reasons and that such damage may require removal from the building. In no event shall the City, or anyone duly authorized by the City, be deemed liable for any such damage, destruction or removal that might be necessary as a result of damage to the mural, or the building by virtue of the existence of the mural.

6. Right of Entry. The City shall have the right to access any portions of the Property at or near where the Artwork is located during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this easement including but not limited to installation, inspection, or removal.

7. Binding Effect. This easement shall run with the land and be binding upon and inure to the benefit of the Grantor and the City, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the Property.

8. Independent Status. Neither party is the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever.

9. Notice. Notice shall be made to the following addresses, unless otherwise provided for in writing:

City of Oregon City

Economic Development Dept
Public Art Mural Program
City of Oregon City
625 Center Street
Oregon City, OR 97045

Grantor (name and mailing address)

Bookshelf LLC
503 Main St.
Oregon City OR 97045

10. Non-Assignment; Amendment. The parties' obligations under this easement may not be assigned without the written mutual consent. The easement may be modified by written mutual agreement executed by authorized representatives of the parties.

11. Remedies. The parties acknowledge that breaches of the covenants in this easement will effect substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The parties agree that the prevailing party in an action for the breach shall be entitled to a) liquidated damages in an amount of \$2,500 per material breach; b) specific performance of the covenants of this easement, and each of them; c) reasonable attorney's fees; and d) any other remedies available at law or in equity. The remedies under this Section are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

12. Invalidity of Particular Provisions. In the event any term, provision, condition or other portion of this easement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this easement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

13. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this easement.

14. Indemnification. To the extent permitted by Oregon Law and subject to the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall indemnify and defend Grantor against all claims, demands, actions and suits arising from tortious conduct by Grantee. Grantor shall indemnify and defend the City against all claims, demands, actions and suits arising from tortious conduct by Grantor.

IN WITNESS WHEREOF, the parties/persons have caused this instrument to be executed by its duly authorized representative(s).

GRANTOR

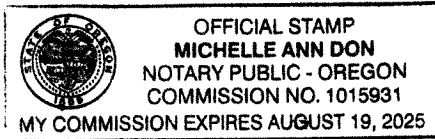
By:

Danielle Walsh
NAME OF GRANTOR REPRESENTATIVE

Danielle D Walsh
(print name of grantor representative)

STATE OF Oregon)
County of Clackamas) ss.

This instrument was acknowledged before me on this 8th day of April, 2022 by Danielle Walsh, as representative of the Grantor.



Michelle A. Don
Notary Public for Oregon
My commission expires: 8-19-25

GRANTEE: City of Oregon City, Oregon

By: _____

Exhibit A**Legal Description of the Property**

The following was copied from the City of Oregon City Planning's website.

**503 Main Street - Kquality
Café (now White Rabbit
Black Ink Coffee)**

This small one-and-one-half story building has been substantially altered over time. It currently is sheathed with what appears to be stucco over brick with applied cornice courses and corner "quoins." The original full-width transom, which provided light to the mezzanine level, has been completely covered. The original storefront entrance and windows have been moved and/or covered, as have windows on the south side of the building. There is a large sign projecting from the southeast corner of the building; small awnings are situations above the openings on the south side. A mural has been painted on the side side of the building. The building faces east. Statement of Significance: Little historic information was found about this building. It was apparently constructed in circa 1919. It appears on the 1925 Sanborn map as a restaurant and in 1926 newspaper ads as the Kquality Restaurant. In the 1947 business directory, the name had changed to Kquality Cafe. The restaurant and cocktail bar, under the management of Mr. And Mrs. Albert D. Flor, was still located at this site in 1957 when it appears in the "Historic Oregon City" publication. According to research conducted during the 1983 survey, the property was owned by the Wolf family from about 1922 to 1972. Although it has since been substantially remodeled, it continues to serve the community as a bar and grill. It is no longer eligible as a contributing resource in a historic district.

Exhibit B

Description of the Artwork

The mural will be on the White Rabbit Black Ink building located at 503 Main Street on the corner of 99 and Main. The side of the building where the mural will be faces the entrance to the Willamette Falls project site and is one of the entrances into downtown Oregon City. It was extremely important to the Owner that an Artist from the Confederated Tribes created the mural, and we were able to secure the services from a tribal member, Brian Krehbiel. The owner wanted a depiction of the Falls, and Brian and the owner have decided to portray the tribal myth of how the falls were created by Meadowlark and Coyote.

The wall where the mural will be created is approximately 75'w x 19'H. Most of the wall will be used for the mural. It is located at the intersection of 99E and Main Street and is facing south directly across the street from the entrance into the Willamette Falls project site and the original Blue Heron site. Due to building code requirements when the owner first bought the building 5 years ago, the wall where the mural will be created had to be reconstructed. As a result, the wall is in excellent condition and other than a quick powerwash, the wall will need little to no repair work. We are excited for the particular site since it is one of the main entrances into Oregon City and is directly across the entrance to the Blue Heron site. It will have tremendous visibility to the public each day traversing 99.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: Oregon City Arts Commission
From: Daniel Gering, Tourism Program Specialist

Agenda Date: May 19, 2022

SUBJECT:

City Ordinance to Establish a “Percent for Art Ordinance” on Public Capital Projects

STAFF RECOMMENDATION:

At this time, staff does not recommend pursuing the passage and implementation of a “Percent for Art” Ordinance. The Oregon City Arts Commission is the only advisory group within the City government that has been allotted its own budget by the City Commission to support the Arts in Oregon City. Instead of seeking additional funding by imposing a one percentage allocation against public capital projects, the Arts Commission should work to establish goals and programs to support the Art industry by utilizing the funds that it already has.

EXECUTIVE SUMMARY:

Over the years, there have been efforts in Oregon City to support the installation of public art by imposing a certain percent on the construction budgets associated with capital public projects. Federal and state agencies supported the installation of public artwork by imposing a percentage of the construction budget of capital projects to pay for public art installed on the premises of public buildings. This report reveals the history of Oregon City’s efforts to impose a “Percent for Art” Ordinance against capital public works projects.

BACKGROUND:

Staff had been requested, by the Arts Commission and the Chair, to investigate the following questions related to funding of public art in Oregon City:

Question 1: Does the State of Oregon or the Federal government require public capital projects to include a dedicated 1% (or more) of the project’s budget for the installment of art as part of the project?

In 1975 the State of Oregon's Percent for Art legislation (ORS 276.080) was passed that required all building construction plans with budgets over \$100,000 to set aside no less than one percent to pay for and install public work projects. However, that requirement only applied to State of Oregon projects and was managed by the Oregon Arts Commission.

In 1963 the US General Services Administration implemented an Art in Architecture program which sets one-half of one percent to be dedicated art that would be installed on Federal capital projects. The program only applied to Federal building projects and is not a broad scope requirement for other levels of government.

Question 2: Was the cross-street banner project on Molalla Ave, and the associate art installed, funded due to some form of "Percent for Art" requirement?

Staff investigated and found that Portland General Electric had notified Oregon City Public Works that existing light poles were no longer able to support the original cross-street banner system and would need to be replaced. Public Works applied and was awarded grant funds from the Metro Enhancement Community Grant Program. These funds, in conjunction with monies provided by Public Work, were used to commission new cross-street banner poles and the associated art that was attached to the poles.

Question 3: What happened to the Oregon City version of the "Percent for Art" Ordinance?

In early 2002-2004, the previous Oregon City Arts Commission created a draft for a "Percent for Art" Ordinance, however, the Ordinance was never adopted. The last known discussions by the Arts Commission was in 2004 when a revised Ordinance was going to be brought before the City Commission sometime after the November 2004 election. Nothing was brought forward.

In further research, the City of Oregon City had created a Goal and Objective in 2009, to "Enhance the Livability of Our Community" and item #5 specifically called out to "Establish Percent for Arts program".

In a meeting on November 12, 2013, there was a discussion at the City Commission meeting to reestablishment the Arts Commission. The "Percent for Art" Ordinance was also discussed again at that meeting. The Ordinance was to be brought to the Commission in a future meeting for approval. However, that did not happen. In an update

document of Goal in 2014, the “Percent for Art” program had been listed as “To Be Determined”.

After that date, there were no further record of discussions related to the “Percent for Art” Ordinance.

At this time, staff does not recommend pursuing the passage and implementation of a “Percent for Art” Ordinance for the following reasons:

- Inflationary pressures are having a detrimental impact on the cost of construction
- Establishing a mandatory tax or apportionment on the budgets of public capital projects translate into an indirect tax on the citizens of Oregon City, increasing the cost of their sanctioned public projects and ultimately increasing the cost of public services.
- The Arts Commission has not yet established the level of “goodwill” and positive exposure necessary to gain public support for such an ordinance.

Staff recommends negotiating with public agencies to include art in their projects instead of a mandatory approach.

BUDGET IMPACT:

Amount: NA

FY(s): NA

Funding Source(s): NA



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: Oregon City Arts Commission
From: Daniel Gering, Tourism Project Specialist

Agenda Date: May 19, 2022

SUBJECT:

New Programs & Initiatives Sponsored by the Oregon City Arts Commission

STAFF RECOMMENDATION:

Staff recommend that the Arts Commission discuss and identify what programs should be developed with the current biennium budget.

EXECUTIVE SUMMARY:

The Arts Commission adopted the following vision to guide its work:

The Oregon City Arts Commission acknowledges the past, fosters the present and envisions a future where the arts are celebrated as a vital force that brings joy and builds community. We strive for a thriving, culturally enriched, sustainable arts ecosystem that creates connection to place, economic prosperity and centers diversity, equity, and inclusion.

In keeping with the Arts Commission's vision, staff recommends a variety programs and initiatives, they include:

- Art Student Scholarships
- Professional Development & Commercial Enterprise
- Market Feasibility Study on the Development of a Multi-Arts Center
- Develop Ongoing Programming that encourages Diversity, Equity, and Inclusion of the Arts Industry in Oregon City

BACKGROUND:

The Arts Commission of Oregon City is in the process of developing its Strategic Plan and envisioning what programs they find beneficial to support the Arts Industry. The Arts Commission has asked staff to submit recommendations potential programs supporting the Arts industry in Oregon City.

The following list are suggestions that staff offer for the Arts Commission for their consideration, but are not limited to:

- **Art Therapy Grant** - Through various forms of art, students coping with physical and/or mental stresses or illness, would be awarded an arts therapy grant to defray the cost of therapy services.
- **Professional Development & Commercial Enterprise** – Establish an ongoing professional development program that helps arts to establish their craft as a successful business enterprise, covering such topics as networking, digital marketing, pricing & bidding and finance.
- **A Market Feasibility Study on the Creation of a Multi-Arts Center** - Conducting a market feasibility study to ascertain the need and demand for an Arts Incubator that provides artists with a variety of development services that help them with establishing their craft skill-wise and commercially.
- **Develop community program supporting artist include support for diversity, equity, and inclusion in the arts** - Offer support programs and strategies that ensure the participation of artists of various genre, cultures, races, and mediums in the Oregon City's Arts Industry.

BUDGET IMPACT:

Amount: \$20,000

FY(s): FY21

Funding Source(s): General City Funds