



DRAFT

July 2013

Public Art Mural Packet

Thank you for your interest in Installing Murals on Public or Private Property. The attached information is intended to assist the applicant and artist with the process.

- ✓ Guidelines and Process for installing an exterior mural in the City of Ashland
- ✓ Mural Application
- ✓ Public Art Easement Form

Public Art Murals
Guidelines and Process
July 2013

Thank you for your interest in Installing Murals on Public or Private Property. The following information is intended to assist the applicant and artist with the process.

Overview

The Ashland Municipal Code allows murals only if they are approved by the Public Art Commission.

The costs associated with installing a mural are not covered by the Public Art Commission and must be borne by the applicant and/or property owner of the wall where the proposed mural will be installed.

Guidelines

The approval process for installing murals on public or private property within the city of Ashland is administered by the City of Ashland staff liaison to the Public Arts Commission. Proposed murals are reviewed by the Public Arts Commission. All property owners must sign an Art Easement form and all murals approved through this process become part of the City's public art collection for as long as the Art Easement remains in effect.

All applicants are required to meet with the staff liaison at least one month prior to submitting an application. To schedule an appointment contact Ann Seltzer at 541-55202106 or seltzer@ashland.or.us.

Any applicant (artist, property owner, etc) intending to create a mural on an exterior wall that is visible from a public right-of-way and within the boundaries of the City of Ashland must apply for approval through the following process.

Approval Process

Applicant shall:

1. schedule an appointment and meet with the staff liaison to the Public Arts Commission for an informational overview of the process and initial review of the proposed project
2. complete a Public Art Mural application,
3. obtain a signed Art Easement from the property owner,
4. prepare a mural presentation package as described in the Criteria for Approval of Wall Murals,
5. schedule an appointment for Commission review of mural package, and

6. submit a complete mural presentation package to staff 10 day prior to PAC review (only packages that are totally complete will be accepted).

Criteria for Approval of Wall Murals

The work of the artist should be of professional quality; the mural itself must also be of exceptional quality and of enduring value for the City. The mural should be professionally designed and executed with consideration to the following criteria:

1. appropriateness of the visual imagery for all audiences (not reflecting partisan politics or containing sexual or religious content or expressing a commercial aspect etc.),
2. choice of visual imagery that enhances the aesthetic experience within the City and the character and nature of the site,
3. appropriateness of the design for all view points to the mural (by pedestrians, from moving vehicles, seated audiences etc.),
4. suitability of the wall surface to receive proposed materials and to enable technical detailing, wall preparation required, and directional exposure of the mural to minimize fading of color, and
5. all installation issues.

Mural Presentation Package

The mural presentation package to be review by the Public Art Commission must contain the following:

1. photos of the proposed location of mural,
2. artist's professional portfolio of mural work; examples of demonstrated ability from prior projects to carry out the project as designed,
3. scaled, color drawings illustrating the proposed mural and actual materials and finish samples with their locations designated on the mural drawing,
4. explanation of imagery concept including:
 - how the artwork enhances the existing character of the site through scale, color, material, texture, and content,
 - how the mural considers the social dynamics of the location, and
 - how the artwork considers the historical, geographical and cultural features of the site as well as its relationship to the existing architecture and landscaping, and
5. description of maintenance issues:
 - Statement regarding the durability of the artwork and its potential to require ongoing maintenance.

Commission Review Process

The PAC will review the completed mural presentation package in a public meeting with the applicant(s). Adjacent property owners will be notified of the meeting in advance.

1. The PAC will consider the proposal and advise the artist whether or not the mural fits the criteria to move forward and whether additional information is required from the artist.
2. Applicant(s) should be prepared to attend a second meeting with the PAC to present modifications to the work or answer further questions.
3. The PAC will make a final decision and advise the applicant.

4. If approval is granted, the Public Art Commission will recommend approval by the City Council. If approved by the City Council, the applicant must:
 - a. Notify staff of installation schedule. Artist will be responsible for implementing all safety requirements per direction from staff.
 - b. Provide a \$500 deposit to the City. This deposit is held in reserve until the project receives final approval by the PAC otherwise the deposit is used to re-paint the wall.
 - c. Provide agreed upon funds to the City for artist payment.

Review of Project during Execution

The PAC will review the project during the mural execution three times. The artist must notify staff at the end of each of the following steps:

1. After the wall is prepped and ready for paint. At this step, the PAC will also review the paint colors to ensure they are the same colors approved during the review process
2. Halfway through the painting process
3. Within seven days of completion for review of compliance with approved documents, drawings, materials and finishes.

If the mural is not executed according to the approved concept, the City retains the right to suspend payment to the artist and remove the mural.

Other Things to Know

1. The City will contract with all parties involved including the artist, responsible party, applicant etc. for the execution of the piece and payment to the artist.
2. The contract will require the artist or responsible party to submit proof of liability insurance.
3. The Art Easement is for a period of five years. At the expiration of the five years, the easement may be terminated by either party upon 30 day written notice and can be terminated by either party or extended by either party.
4. The City is responsible for the maintenance of the mural during the existence of the easement.

CITY OF ASHLAND

Public Art Commission

Mural Application

Applicant

Applicant Name:

Applicant phone and email:

Applicant Address Line 1:

City: State: Zip:

Lead Artist (City contracts with)

Artist Name:

Artist name and email:

Artist's Address Line 1:

Artist's Mailing Address (if different):

City: State: Zip:

Artist website:

Proposed Mural Building

Name of Property Owner of proposed mural Building (if different from applicant):

Owner phone and email:

Proposed Mural Building Street Address:

Property Owner mailing address:

City: State: Zip:

Dimensions of proposed mural wall:

Has the owner given permission for a mural to be painted on the proposed wall?

The wall is:

brick cinderblock stucco wood other

Describe the ground in front of the wall (condition, debris etc.)

Sponsoring Person/Organization (person responsible for mural costs and deposit)

Sponsoring Name:

Sponsoring phone and email:

Sponsoring Mailing Address:

City: State: Zip:

Please describe the project, the specific location of the mural and why a mural will enhance the area.

Can the wall be seen from the public right of way (e.g. sidewalk, alley, street etc.)?

Have you selected a professional mural artist?

Describe the theme/image you envision for this mural if known at this time.

Why do you want a mural at this location? How will the mural benefit the neighborhood?
Community?

What funding do you have for the project?

DRAFT Art Easement

This Agreement, effective on _____(month/day/year), is between _____("Grantor" property owner) and the City of Ashland, an Oregon municipal corporation ("City").

Recitals

- A. The City has adopted a progress for the placement of public art in and on public and private locations throughout the City of Ashland.
- B. Grantor owns the property legally described in Exhibit A (attached hereto and incorporated herein) and is willing to make said property available to the City for the placement of public art, as defined in Ashland Municipal Code 2.29.120 (hereinafter, "Artwork"). Said Artwork is described in Exhibit B, attached hereto and incorporated herein.
- C. Artwork is the property of the City of Ashland public art collection and may be removed or terminated by either party.

In consideration of the mutual promises and performances set forth below, the parties 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 described in Exhibit B on and in the real property described in Exhibit A, including any building and structure thereon ("property"). The location of the Artwork shall be as approved by the Public Art Commission with final approval by the Ashland City Council.

2. Term of Easement. This easement shall be for a period of five (5) years from the date of execution. Unless terminated as provided in section 3 the easement shall automatically renew thereafter, and shall remain in full force and effect unless and until terminated.

3. Termination.
 - a. At the expiration of the five year easement period, the easement may be terminated by either party upon 30 days written notice to the other party. Grantor expressly agrees and warrants that upon expiration, the Artwork shall be removed at the Grantor's expense and the Property restored to its prior condition. City may terminate the easement and shall remove the Artwork at the City's expense. Such removal shall occur within 30 days of the termination of the easement, unless this period is extended in writing by the City.

 - b. Within the initial five year easement term or at any time thereafter, the easement may be terminated by Grantor with the City's consent in writing upon Grantor's showing of any of the following: i) that the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or ii) that the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or iii) that the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork; or iv) that circumstances have materially changed and the continued existence of the easement or maintenance of the Artwork substantially impedes Grantor's reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination.

 - c. The City may terminate the easement at any time at its sole discretion upon 30 days written notice to Grantor, should Grantor fail to substantially perform Grantor's obligations under Section 4, below. Should the City elect to exercise this right of termination, Grantor expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition. Such removal

shall occur within 30 days of the termination of the easement, unless this period is extended in writing by the City.

4. Maintenance and Removal of Artwork The City is responsible for the maintenance and if necessary repair of the Artwork described in Exhibit B during the existence of the easement. The City may remove the Artwork from the property, if in the sole judgment of the City, the Artwork is being excessively damaged.
5. Right of Entry. The City shall have the right to enter the property described in Exhibit A 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 agreement.
6. Binding Effect. The easement granted in this agreement shall run with the land and be binding upon and inure to the benefit of the Grantor and the City, and their representatives successors or assigns, and any person or entity acquiring any right, title, or interest in the property.
7. Contractual Relationships. Assignment. This agreement does not constitute either party as 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. The parties shall not assign this agreement without the prior written consent of the other.
8. Notice. Notice shall be made to the following address, unless otherwise provided for in writing:

City of Ashland

Grantor (name and mailing address)

City of Ashland – Administration

Management Analyst

20 East Main Street

Ashland, OR 97520

9. Amendments. The parties expressly reserve the right to modify this agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.
10. Remedies. The parties acknowledge that breaches of this Agreement will effect substantial harm to the public interest which harm is difficult or impossible to prove actual damages in an action hereunder. The parties agree that the prevailing party in an action for the breach of this agreement shall be entitled to a) liquidated damages in an amount of \$2500 per material breach; b) specific performance of the terms of this agreement, and each of them; c) reasonable attorney's fees; and d) any other remedies available at law or in equity. The rights under this agreement 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.
11. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this agreement 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.
12. 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 agreement.
13. Term. This agreement may be terminated upon delivery of a letter of termination executed by any party, provided that any such letter shall provide for a 180 day period for the artwork to be removed.

IN WITNESS WHEREOF, the City of Ashland, Oregon, has caused this instrument to be executed by its duly authorized representatives(s) on _____ (date).

City of Ashland, Oregon

Name: _____

Title: _____

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized representative(s) on _____ (date).

Grantor

Name: _____

STATE OF _____