



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



Oregon City Public Arts Mural Permit Application

Sponsoring Organization's Legal Designation (select one)

- An Individual (A Natural Person)
- Sole Proprietorship
- For-Profit Business Tenant
- Commercial Building Owner
- 501 (c) (3) not-for- profit organization
- City-recognized Neighborhood Association
- Religious Organization (Church)

Building Owner's Legal Designation's (select one)

- An Individual (A Natural Person)
- Sole Proprietorship
- For-Profit Business Tenant
- Commercial Building Owner
- 501 (c) (3) not-for- profit organization
- City-recognized Neighborhood Association
- Religious Organization (Church)

Artist(s) Legal Designation (select one)

- An Individual
- Sole Proprietorship
- Partnership
- 501 (c) (3) not-for- profit organization
- Other: LLC

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Name of Applicant or Sponsoring Organization

Three Rivers Artist Guild

Name of Contact Person

Trieste Andrews

Email Address

trieste.andrews@gmail.com

Phone

971-322-8610

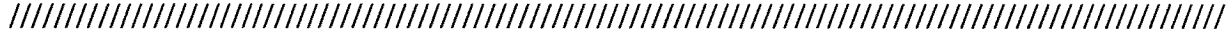
Applicant's Mailing Address

PO Box 2648, Oregon City, OR 97045



Economic Development

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



ARTIST INFORMATION

Lead Artist's Name

Agency Creek Expressions, Brian Krehbiel

Email

agencycreekexp@gmail.com

Phone

971-716-0865

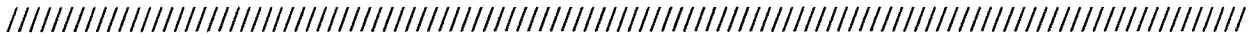
Artist's Mailing Address

38535 SW Tenbush Lane

City/State/Zip

Willamina, OR 97396

Names of other participating artists



PROPERTY OWNER INFORMATION

Name

White Rabbit Black Ink

Business Name (if applicable)

White Rabbit Black Ink

Proposed Mural Location (Building)

503 Main Street

Street Address/Intersection

99 and Main Street, Oregon City

Property Owner's Name

Bookshelf LLC

Property Owner's E-mail

danielledeewalsh@gmail.com

Property Owner's Phone

(503) 344-4690

Business Owner's Name and Phone #

Danielle Walsh 503-344-4690



OREGON CITY

Economic Development

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

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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

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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.



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

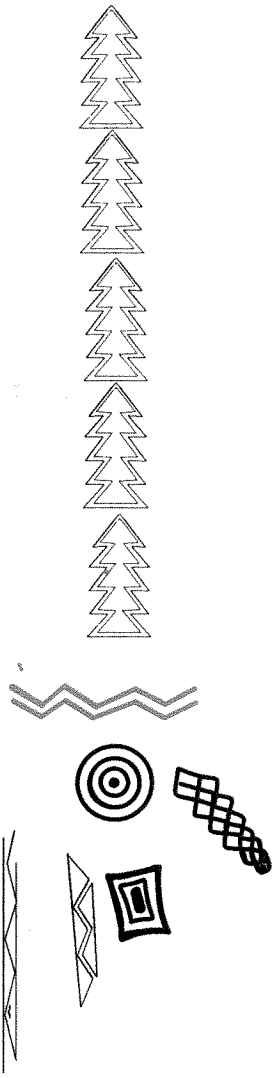
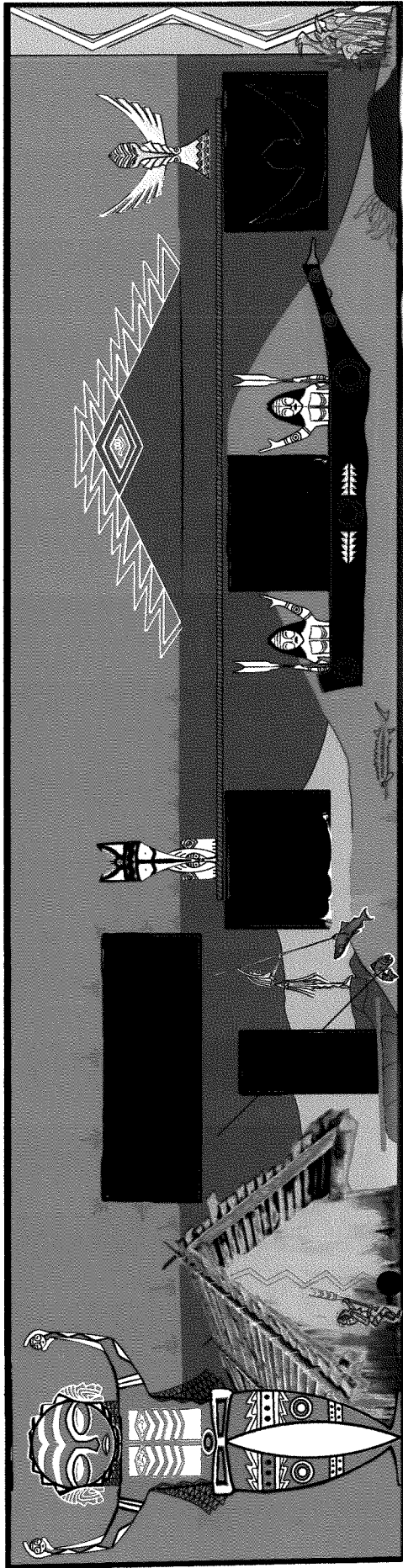
Date

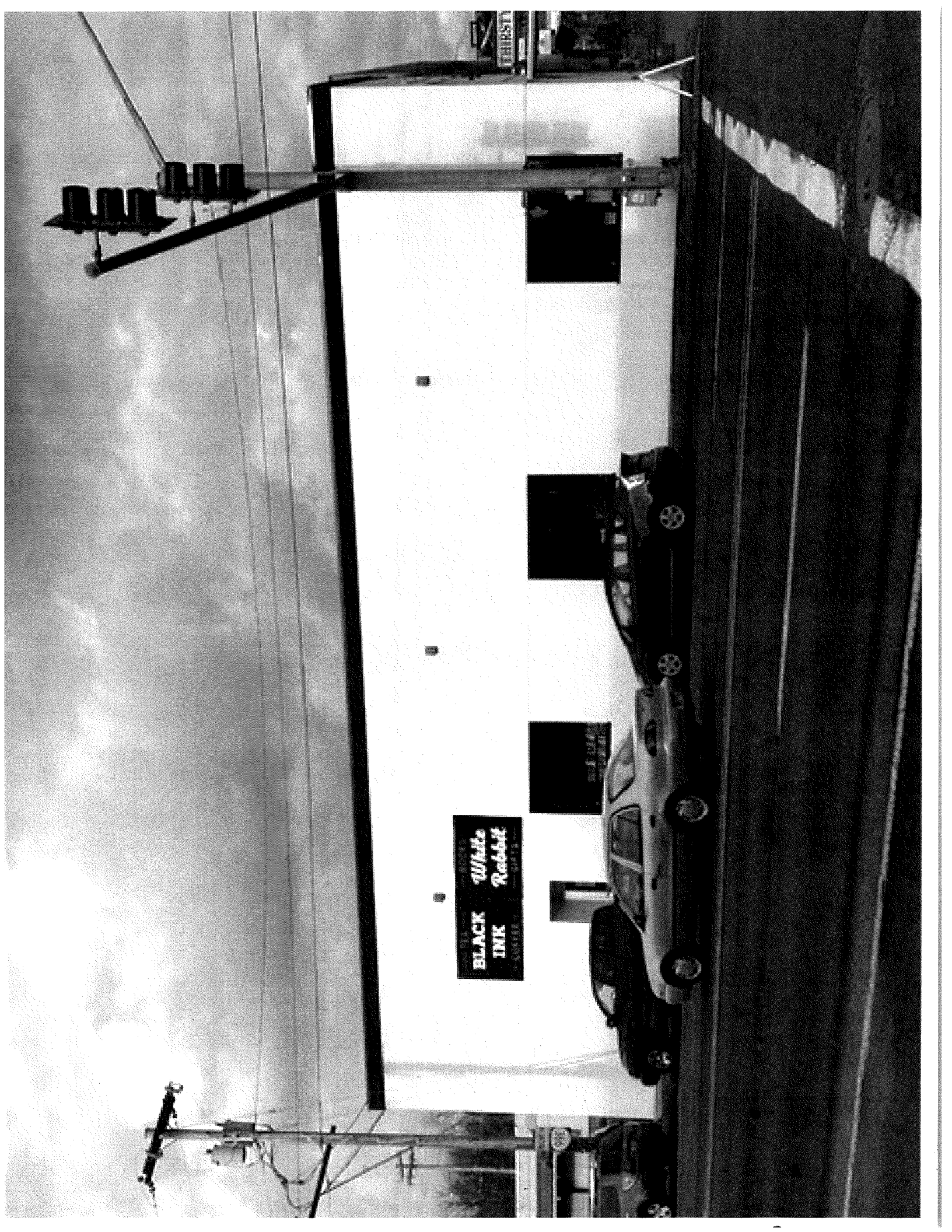
4-8-22



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.





BLACK INK White Rabbit COFFEE

White Rabbit COFFEE

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/YYYY)

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

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> 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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						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 Shirley 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).

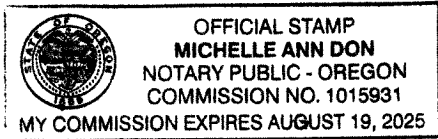
GRANTOR

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 - Kwality 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 Kwality Restaurant. In the 1947 business directory, the name had changed to Kwality 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.