

## Madras Redevelopment Commission

### Public Art Mural Program



Mural painted by Karen Eland and Katie Daisy



125 SW "E" Street  
Madras, OR 97741  
541-475-2344  
[www.ci.madras.or.us](http://www.ci.madras.or.us)

## Overview

Public art is a powerful tool for creating a unique sense of place. Memorable public places strengthen our community. Such places attract us to various areas of the community, enliven our neighborhoods, enhance our experiences in parks, inform us about the history and peoples of our place, and celebrate our ethnic and cultural diversity.

Murals can be an integral part of any public art program. Murals increase community identity, beautify the city, serve as a tourist attraction and can provide an avenue for involving youth and others in artistic expression. Murals can also provide a reduction in the incidence of graffiti and other crime. To better serve these aspirations, the Madras Redevelopment Commission (MRC) has created a Public Art Mural Program for the installation of murals in the Madras Urban Renewal District (MURD).

The Mural Program is administered by the City's Community Development Department. Applications for new public art murals will be reviewed through the MRC's Type B review process. This process requires pre-application meetings with City staff, complete applications to be filed before they are reviewed, and two MRC meetings for the Commission to consider approving. At the two MRC meetings, the Commission will provide an opportunity for the applicant to present their project, request a staff report, and allow public comments on the matter. The MRC intends to take formal action to make a decision on the application in less than 90-days. Murals approved through this program are exempt from the City sign code.

## Eligibility - General

1. MRC funding for public art murals shall only be permitted on property located within Madras Urban Renewal District boundary (see Figure 1 below).
2. Applicants may be:
  - An Individual
  - A For-Profit Business Tenant (with written approval from the building's owner)
  - Property or Business Owner
  - A 501 (c)(3) not-for-profit or charitable organization
3. Public art murals shall be in a manner that is visually accessible to the public.
4. The approval and acceptance of each public art mural shall be contingent upon the conveyance of a public art mural easement to the City from the owner of the building upon which the mural will be located. The terms of the easement:
  - A. Shall grant the right to create the public art mural on the wall of the building;
  - B. Provide that the person granting the easement will maintain and restore the public art mural in its original condition for the period of the easement; and
  - C. State that upon termination of the easement, the mural shall be removed, and the building restored to its prior condition.
5. Have a written plan for painting the mural that ensures the safety of painters and the public, and that does not impede public access.
6. In the event that the safety plan, if necessary, submitted is not being adhered to, and the City has identified a safety risk to either the artist and/or the public, the City has the right to stop work until such time that safety issues or concerns are addressed by the artist.
7. The owner of the structure that the Mural is being affixed to shall obtain commercial liability insurance naming the City of Madras as an additional insured party during the period that the mural is being initially affixed to the building and at any point that the mural is being maintained, altered, and/or removed.



## MURAL REQUIREMENTS

Every applicant must demonstrate that they will:

1. Create a mural that is visually accessible to the public.
2. Use materials that ensure mural longevity and durability.
3. Paint on a surface and structure that is stable and ready for painting.
4. Meet standards of artistic quality and suitability for the neighborhood.
5. Have a plan for painting the mural that ensures the safety of painters and the public, and that does not impede public access. In the event that the safety plan submitted is not being adhered to, and the City has identified a safety risk to either the artist and/or the public, the City has the right to stop work until such time that safety issues or concerns are addressed by the artist.
6. Use an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather.
7. If the applicant will be installing lighting, the outdoor lighting must comply with the outdoor lighting standards.

## AVAILABLE FUNDING

The Madras Redevelopment Commission will allocate grant funding for the installation of murals in their biennial budget. The MRC will consider awarding grant funding for applications subject to funding availability. The MRC may award up to \$10,000 per application for the installation of a mural, at their discretion based on the approval criteria stated herein.

## APPROVAL CRITERIA

Murals in the City of Madras will be approved based on the following criteria:

MANDATORY CRITERIA Public Art Mural Program	Standard Met?	
	Yes (X)	No (X)
A fully complete application has been submitted to the Public Art Program.		
Location: Proposed location of mural is located within the MURD.		
Accessibility: Mural is located in a place that is viewable by the public.		
Artistic quality: Strength of the artist's concept and demonstrated technical skills and experience.		
Context: Appropriate to the architecture, geographic area, socio-cultural and historic setting in scale and expression.		
Feasibility: Reasonable budget and timeline.		
Original work of the artist, with no violation of copyrights.		
Permanence: Use of high-quality materials that will last a minimum of five years, and are resistant to vandalism, weather and ultraviolet deterioration.		
Shows community support, with letters from the building owner, business owner, or surrounding property owners or tenants.		

## MRC REVIEW PROCESS

Public Art Mural applications will be reviewed through the MRC's Type B Review process which is as follows:

- Step 1. Applicant are encouraged to submit a pre-application meeting application to schedule a time to meet with Community Development Department staff to conduct a preliminary review of the

proposed application. **Pre-application meetings are scheduled the 2<sup>st</sup> and 4<sup>th</sup> Friday of each month at 9:00 A.M.** The application must be provided to the City of Madras Community Development Department by 12:00 P.M. seven (7) business days prior to Development Team meeting date.

Step 2. Applicant submits Public Art Mural Program application to the City of Madras Community Development Department including the proposed location, imagery, artist’s qualifications, funding sources and building owner’s approval. Department staff review application to determine if the application is complete. If there is missing information, documentation, or otherwise, the Department will notify the applicant of needed information. The applicant will have 90 days to provide the requested information. Failure to provide the requested information will result in the application be denied. The applicant may request that the application processed “as is”. The City may be unable to grant an approval if required information is not provided.

Step 3. Once the application is complete, City staff will review the application for compliance with the approval Public Art Mural Program’s Approval Criteria. City staff will complete their review within 45 days. The application will be considered for the next calendar MRC meeting.

Step 4: MRC Meeting #1. The MRC will consider the application during a public meeting. At Meeting #1 staff will provide an overview of the application, including but not limited to, compliance with the Public Art Mural Program’s Approval Criteria and a recommendation to approve, approve with conditions, or a denial of the application. The applicant may also present their application to the MRC. The MRC will also accept public comments on the application. The MRC will not make a decision on application at Meeting #1.

Step 5: MRC Meeting #2. The MRC will consider the application during a public meeting. Staff will provide an overview of the application. The applicant will have the opportunity to comment on their application. The MRC will also accept public comments on the application. Based on the Approval Criteria, the MRC will take formal action to approve, approve with conditions, or a denial of the application.

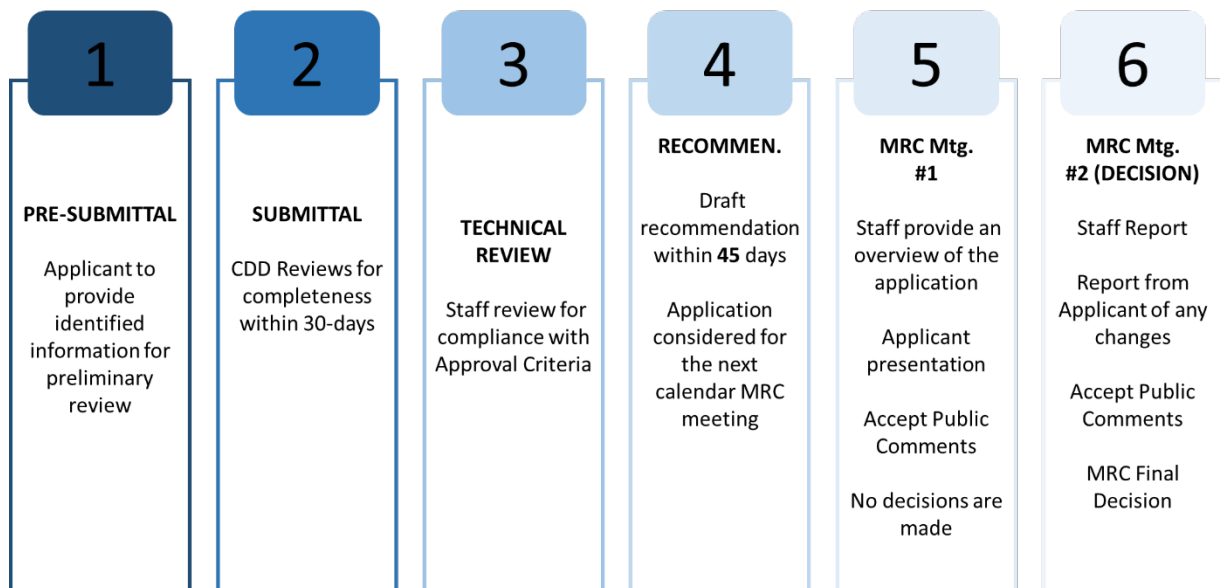


Figure 2. Type B Review Process

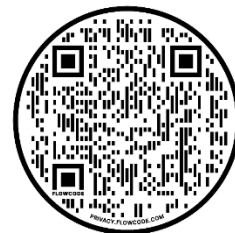
## MURAL INSTALLATION SUMMARY

Public Art Mural applications will be reviewed through the MRC's Type B Review process (90-days).

1. Optional: Application submits a pre-application meeting to conduct a preliminary review of the and receive comments for application revision prior to submittal.
2. Applicant submits a fully complete Mural Program Application including location, imagery, artist's qualifications, funding sources and building owner's approval.
3. Community Development Department staff confirms that there are no outstanding issues with City of Madras codes.
4. The MRC may elect to consider applications as needed or on some other regular basis (i.e., quarterly, semi-annually, annually, etc.).
5. Staff presents the proposal to the MRC (see MRC Review Process).
6. If the proposal is approved, staff sends the applicant an official letter of approval and a Notice to Proceed.
7. Revisions. In the case that a mural is not approved, Community Development Department staff will communicate to the applicant in writing the reasons for the decision of the MRC. The applicant is encouraged to address the concerns of the MRC and submit a revised proposal.
8. Applicant provides a copy of a signed Art Easement agreement in which the building owner commits to keep the mural unchanged and in good condition for a minimum of 5 years.
9. Artist begins painting mural.
10. Artist applies anti-graffiti coating to mural.
11. Applicant installs the mural (if it is not painted directly on the wall.)
12. Applicant contacts the Community Development Department staff when mural is completed in accordance with the approved project timeline or on a mutually agreed upon modification of the timeline.
13. The City of Madras does not take responsibility for maintenance and preservation of murals in the city, unless placed on City property. A mural placed on a private structure becomes the responsibility of the building/property owner. As such, the property owner or the party so designated, is responsible for periodically monitoring the condition of the mural and facilitating its care and maintenance, assuming any costs associated with its maintenance, repair and/or removal. If a mural needs to be repaired, the best practice is to contact the artist to make the repairs for recommendations on how it can be repaired.
14. Alterations to or remove the mural within the first five years of the date of completion are permitted under the following circumstances:
  - A. The building on which mural is located is sold; or
  - B. The building or property is substantially remodeled or altered in way that precludes continuance of mural.
  - C. Alterations or removal being approved by the Madras Public Art Program.
14. At the conclusion of the 5-year Easement Agreement, Applicant and the Public Art Program review the condition of the mural and file an extended Easement or make plans to remove the mural.

### Questions?

Nicholas Snead  
Community Development Director  
125 SW E Street  
Madras, OR, 97741  
541-475-2344  
[nsnead@cityofmadras.us](mailto:nsnead@cityofmadras.us)



scan the QR code to view the application

**CITY OF MADRAS**  
**125 SW E Street, Madras, Oregon 97741**  
**Telephone 541-475-2344**

**Madras Redevelopment Commission Program Application**

<b>Project Type</b>		
Check only one:		
<input type="checkbox"/> Design Assistance	<input type="checkbox"/> Building Improvement	<input type="checkbox"/> New Housing Construction
<input type="checkbox"/> Paint Improvement	<input type="checkbox"/> Adaptive Reuse	
<input type="checkbox"/> Window Improvement	<input type="checkbox"/> Commercial New Development	

<b>Applicant Information</b>	
Name:	
Business Name:	
Address:	
City:	State:
Phone:	Email:
Applicant is the: Business Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Other <input type="checkbox"/>	

<b>Property Owner Information</b>	
Name:	
Address:	
City:	State:
Phone	Email:

<b>Architect Information</b>	
Name:	
Business Name:	
Address:	
City:	State:
Phone	Email:

<b>Engineer Information</b>	
Name:	
Business Name:	
Type of Engineer: <input type="checkbox"/> Civil <input type="checkbox"/> Mechanical <input type="checkbox"/> Structural <input type="checkbox"/> Surveying	
Address:	
City:	State:
Phone	Email:

<b>Subject Property Information</b>	
Address:	
Map & Tax lot:	
Size (acres):	Current Zoning:
Located in Floodplain: <input type="checkbox"/> Yes <input type="checkbox"/> No	

I, as the applicant, property owner, or representative thereof, have signed this application consenting to the filing of this application, proposed improvement(s). As such, I have examined all statements, information and all attached exhibits contained herein, and certify them to be true, correct, and accurate. I understand that any false statements may result in this application being denied. I authorize the City of Madras staff to enter the property for inspection of the site in conjunction with this application and all other associated permits, review, and inspections.

_____	_____	_____	_____
Applicant Signature	Date	Property Owner Signature	Date

Date Received \_\_\_\_\_

**Sponsoring Organization's Legal Designation (select one)**

- An Individual
- A For-Profit Business Tenant (with written approval from the building's owner)
- Property or Business Owner
- A 501 (c)(3) not-for-profit organization
- A Church

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

- An Individual
- A For-Profit Business Tenant
- Property or Business Owner
- A 501 (c)(3) not-for-profit organization
- A Church

**Artist(s) Legal Designation (select one)**

- An Individual
- Sole Proprietorship Partnership
- 501 (c) (3) not-for- profit or charitable organization
- Other: \_\_\_\_\_

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**APPLICANT INFORMATION**

Name of Applicant or Sponsoring Organization: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Applicant's Mailing Address: \_\_\_\_\_

**ARTIST INFORMATION**

Lead Artist's Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Artist's Mailing Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Names of other participating artists: \_\_\_\_\_

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**PROPERTY OWNER INFORMATION**

Name: \_\_\_\_\_  
Business Name (if applicable): \_\_\_\_\_  
Address of Proposed Mural Location (Building): \_\_\_\_\_  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_



MRC Public Art Mural Program Application  
125 SW E Street, Madras, OR, 97741  
www.ci.madras.or.us

The property is located in the Madras Urban Renewal District: Yes  No

Current use(s) of the building: \_\_\_\_\_  
\_\_\_\_\_

**MURAL INFORMATION**

Project Start Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Please complete the following:

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

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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICATION MATERIALS:**

MRC Public Art Mural Program Application  
 125 SW E Street, Madras, OR, 97741  
[www.ci.madras.or.us](http://www.ci.madras.or.us)

<b>Application Materials Public Art Mural Program</b>	<b>Information Required</b>		<b>Information Provided</b>	
	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
Assessor's Summary Report for the property(ies)				
Deed for property(ies) from County Clerk				
Color image of the existing building façade, the proposed mural, and the dimensions of the mural and placement of the mural on the building.				
Information about the lead artist's experience working as a muralist and describe collaboration with community groups (if applicable).				
Safety plan for painting or installing the mural.				
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.				
Attach filled-out art easement (Form Provided).				
Certificate of General Liability Insurance. The applicant to the program shall obtain a Certificate of General Liability Insurance in the amount of \$1,000,000, naming the City of Madras 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.				

**Questions?**

Nicholas Snead  
 Community Development Director  
 125 SW E Street  
 Madras, OR, 97741  
 541-475-2344  
[nsnead@cityofmadras.us](mailto:nsnead@cityofmadras.us)

## 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 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 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, and maintain compliance, with any relevant provisions of City of Madras Municipal Code.

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ 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 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, and maintain compliance, with any relevant provisions of City of Madras Municipal Code.

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**After recording return to:**

City of Madras  
125 SW E Street  
Madras, OR 97741

**ART EASEMENT**

THIS ART EASEMENT, effective on \_\_\_\_\_ (month/day/year), is between \_\_\_\_\_ (“Grantor”), and the City of Madras, an Oregon municipal corporation (“City”).

**RECITALS**

A. The Madras Redevelopment Commission 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 City’s Community Development Department administers the City’s mural program.

B. Grantor owns the real property located at \_\_\_\_\_ (“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 (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 Madras Redevelopment Commission or an authorized committee designated by the Madras Redevelopment 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 Community Department staff will contact the artist to make the necessary repairs.

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 Madras

City of Madras  
125 SW E Street  
Madras, OR, 97741

Grantor (name and mailing address)

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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.

DRAFT

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

GRANTOR

By: \_\_\_\_\_

**NAME OF GRANTOR REPRESENTATIVE**

\_\_\_\_\_  
(print name of grantor representative)

STATE OF \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of the Grantor.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

GRANTEE: City of Madras, Oregon

By: \_\_\_\_\_

**Exhibit A**

**Legal Description of the Property**

DRAFT



**Exhibit B**

**Description of the  
Artwork**

DRAFT