“Our mission is to maintain the character of our “small town” community while striking an appropriate balance between economic development and preservation of our quality of life. We help create a dynamic and vital City by providing quality, cost-effective municipal services and by forming partnerships with residents and organizations in the constant pursuit of excellence.”

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<tr>
<th>Item</th>
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<tbody>
<tr>
<td>1. Call to Order</td>
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<tr>
<td>2. Roll Call</td>
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<tr>
<td>3. Public Comment</td>
</tr>
</tbody>
</table>
  Welcome to our meeting. The committee invites the public to address the committee on matters on the Consent Agenda and matters not listed on the agenda that are within the committee’s subject matter jurisdiction. If the Public wishes to comment on matters that are on the agenda, the committee will request comment when the matter is heard. The committee reserves the right to limit public comment on matters that are outside its subject matter jurisdiction.
  The committee may regulate the total amount of time on particular issues and for speakers (typically 3 minutes). The committee may place additional time limits on comments, to ensure members of the public have an opportunity to speak and the committee is able to complete its business. A group may be asked to choose a spokesperson to address the committee on a subject matter, or the committee may limit the number of persons addressing the committee whenever a group of persons wishes to address the committee on the same subject matter. Speakers may not cede their time to another.
  If there is an item of great community significance/interest and is within the committee’s subject matter jurisdiction, the committee may request the item be agendized for further consideration at a subsequent committee meeting. |
| 4. Staff & Member Comments |
| 5. Consent Agenda: |
  a. October 2, 2019 Special Meeting |
| 6. Discussion and Possible Action: Power Box Painting Program and Pacific Power Contract Review |
| 7. Discussion and Possible Action: Winter Magic |
| 8. Discussion and Possible Action Regarding Mt. Shasta Area Shuttles |
9. **Future Agenda Items** – These are tentative items to review in the upcoming meetings

   a. Discussion and Possible Action: Parker Plaza Community Events – 11/2019
   b. Art Walk
   c. DEAC Input to Beautification for Castle & Chestnut
   d. Community Entrance Sign

10. **Adjourn**

    Availability of Public Records: All public records related to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at City Hall located at 305 North Mt. Shasta Blvd., Mt. Shasta, CA at the same time the public records are distributed or made available to the members of the legislative body. Agenda related writings or documents provided to a majority of the legislative body after distribution of the Agenda packet will be available for public review within a separate binder at City Hall at the same time as they are made available to the members of the legislative body.

    The City of Mt. Shasta does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. In compliance with the Americans with Disabilities Act, persons requiring accommodations for a disability at a public meeting should notify the City Clerk or Deputy City Clerk at least 48 hours prior to the meeting at (530) 926-7510 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.
“Our mission is to maintain the character of our “small town” community while striking an appropriate balance between economic development and preservation of our quality of life. We help create a dynamic and vital City by providing quality, cost-effective municipal services and by forming partnerships with residents and organizations in the constant pursuit of excellence.”

### STANDING AGENDA ITEMS

1. **Call to Order:** Meeting was called to order at 8:33 a.m. by Chair Haugen.

2. **Roll Call:**
   - Present: Messer, Fielder, Haugen, Watkins, Stearns
   - Absent: None

3. **Public Comment:** None

4. **Staff and Member Comments:** None

5. **Consent Agenda:**
   - Regular Meeting Minutes: August 28, 2019
   - Motion to approve by Messer, second by Haugen.
   - **AYES:** Messer, Fielder, Haugen
   - **NOES:** None
   - **ABSENT:** None
   - **ABSTAIN:** Watkins, Stearns (Absent from August 28 meeting)

6. **Review and Action: Commercial Building Façade Program**
   - **Greg Messer** – Review of work done to some buildings already. Review of handout regarding buildings on the 400 block and next steps. Discussion regarding funds for façade repair and options.
   - **John Kennedy Sr.** – Comments regarding theme, property owners desire to not to be told what to do with their buildings.
   - Discussion regarding blight, lighting, facades
   - COMMITTEE ACTION: Create subcommittee to discuss a matching funds program and to create a formal proposal to present to Council.

7. **Discussion and Possible Action: Winter Magic**
   - Committee discussion regarding winter magic location and activities.

8. **Discussion and Possible Action: Funding the Retaining Wall Mural Below Parker Plaza and Other Murals**
   - **Heather Watkins** – Provided independent contractor agreement for murals, suggested committee budget $1500 for Parker Plaza mural.
   - Discussion regarding timing, deadline.
   - COMMITTEE ACTION: Enter into an agreement with John Uttech for the painting of the Parker Plaza mural for $1500 with a deadline of May 17, 2020, with a reduction of 20% per week if the deadline is not met, and that the City will be responsible for the purchase of materials.
   - **MOTION:** Stearns
SECOND: Watkins  
AYES: Messer, Fielder, Haugen, Stearns, Watkins  
NOES: None  
ABSENT: None  
ABSTAIN: None

### 9. Future Agenda Items:

- a. Discussion and Possible Action: Parker Plaza Community Events – 11/2019  
- b. Art Walk  
- c. Discussion and Possible Action: Power Box Painting Project  
- d. DEAC Input to Beautification for Castle & Chestnut  
- e. Community Entrance Sign  
- f. Discussion and Possible Action Regarding Mt. Shasta Area Shuttles

### 10. Adjourn: 9:44 a.m.
Public Art License Agreement

This public art license agreement, herein referred to as the “Agreement,” is hereby entered into by and between PacifiCorp, an Oregon corporation, herein referred to as the “Grantor,” and the City of Crescent City, herein referred to as the “City,” for the purpose of allowing public displays of art on utility boxes owned by PacifiCorp and located within the City.

Recitals

A. The City has adopted a process for the placement of public art in and on public and private locations through the City of Crescent City.
B. Grantor owns the utility boxes described in Exhibit “A” attached hereto and incorporated by this reference, herein referred to as the “Property,” and is willing to make the Property available to the City for the placement of public art, as described in Exhibit “B,” attached hereto and incorporated by this reference, herein referred to as the “Artwork.”
C. The Artwork will be the property of the City of Crescent City public art collection.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth below, the parties agree as follows:

1. Grant of License. Grantor hereby grants to the City, its successors and assigns, a license to install, maintain, and exhibit the Artwork described in Exhibit “B” on the Property. The exact locations and design of the Artwork will be as approved in writing by the City and Grantor.

2. Term. This Agreement is for an initial term of five (5) years from the date of execution of this Agreement by both parties. Unless terminated as provided in Section 3 below, this Agreement will automatically renew for successive one (1) year periods and will remain in full force and effect until terminated.

3. Termination.
   a. On and after the expiration of the initial five-year term, this Agreement may be terminated by either party for any reason or no reason upon thirty (30) days’ written notice to the other party. Grantor expressly agrees and warrants that upon termination of the Agreement by Grantor, the Artwork will be removed at the Grantor’s expense. Upon termination of this Agreement by the City, the City must remove the Artwork at the City’s expense. Such removal will occur within thirty (30) days following the termination of this Agreement, unless this period is extended in writing by Grantor.
   b. Within the initial five-year term, this Agreement may be terminated by City for any or no reason upon five days written notice and by Grantor upon five days written notice to City in the event of any of the following:
      i. That the Property is to be sold and the buyer requires removal of the Artwork as a condition of the purchase and sale; or
      ii. That Grantor’s lender requires removal of the Artwork as a condition of the refinancing; or
      iii. That Grantor has determined in good faith that continued exhibition of the Artwork is not consistent with Grantor’s business interests.
Grantor expressly agrees and warrants that upon termination of the Agreement by Grantor, the Artwork will be removed at the Grantor’s expense. Upon termination of this Agreement by the City, the City expressly agrees and warrants to remove the Artwork at the City’s expense. Such removal will occur within thirty (30) days following the termination of this Agreement, unless this period is extended in writing by Grantor.

c. Either party may terminate this Agreement for default at any time at its sole discretion if, after 30 days’ following written notice to the other party that such other party is in default under this Agreement, the other party fails to cure such default. If the non-breaching party elects to exercise this right of termination, the breaching party must promptly remove the Artwork and restore the Property to its prior condition. Such removal and restoration must occur within 30 days of the termination of this Agreement, unless this period is extended in writing by the non-breaching party.

4. Maintenance and Removal of Artwork. The City is responsible for the placement, maintenance and, if necessary, the repair of the Artwork described in Exhibit B during the term of the Agreement. The City may remove the Artwork from the Property, if in the sole judgement of the City, the removal of the Artwork is in the public interest. The City must restore the Property to its original condition upon removing the Artwork, at its sole expense. Further, City acknowledges and agrees that in the ordinary course of Grantor’s business, it may be necessary or convenient for Grantor to remove, replace or alter any portion or all of the Property in a way that destroys, alters or damages the Artwork and/or otherwise precludes continued exhibition of the Artwork. In no event shall Grantor have any liability to City with respect to damage to or removal of the Artwork in connection with Grantor’s business operations or otherwise howsoever caused.

5. Right of Entry. The City will have the right to enter the real property owned or leased by the Grantor on which the Property is located in order to access the Property during normal business hours, and at all other times with the advance approval of the Grantor, for any and all of the purposes described in this Agreement.

6. Binding Effect. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties as well as any person or entity that acquires any right, title, or interest in the Property. This Agreement may not be interpreted, however, to inure to the benefit of any third parties who are not expressly identified as such herein.

7. Contractual Relationships / Assignment. This Agreement does not constitute either party as the agent or legal representative of the other party 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 party or to bind the other party in any manner whatsoever. The parties may not assign this Agreement without the prior written consent of the other party.

8. Notice. Notice must be made to the following address in person or by first-class mail sent registered or certified with postage prepaid, unless otherwise provided for in writing:

City of Crescent City
City of Crescent City
377 J Street

Grantor
Notice will be deemed to have been given on the date of personal delivery or if notice is sent by mail, then notice will be deemed to have been given on the third day after the date of mailing.

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 will be effective unless in writing and signed by authorized representative of the parties. The City Manager, or their designee, of the City of Crescent City shall serve as the representative of the City.

10. Remedies.
   a. In the event the City has an obligation to remove Artwork, and the City fails to do so within the thirty (30) days following written notice from Grantor, Grantor may remove the Artwork at the City's expense.
   b. The remedies under this Agreement are cumulative. The failure of a party to exercise on any occasion any right or remedy, will not operate to forfeit the right or remedy on another occasion. The use of one remedy may not be taken to exclude or waive the right to use another.

11. Severability. If any term, provision, condition, or other portion of this Agreement is determined by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, such provision or part hereof will be deemed stricken from this Agreement, and such provision will not affect the legality enforceability or validity of the remainder of this Agreement, unless to do so would deprive a party of a substantial part of its bargain.

12. No Waiver. No waiver of performance by any party may be construed, or operate, as a continuing waiver or a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

13. Indemnification. The City will defend, indemnify and hold PacifiCorp harmless from and against any and all legal proceedings (including claims brought by artists or other copyright holders) and associated costs, damages or other losses, including reasonable attorney fees, arising in connection with (i) the intellectual property rights of the Artwork, (ii) the placement and maintenance of the Artwork on the Property (including injury to person or property or death that may occur on Grantor’s premises in connection with activities related to the Artwork), (iii) damage or removal of the Artwork (including damage or removal caused by Grantor), (iv) any breach by the City of any obligation under this Agreement, in each case, regardless of whether Grantor specifically approved any Artwork or activities with respect to which any claim or loss hereunder arises.

14. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of California.

15. Neutral Interpretation. This Agreement shall be interpreted in accordance with the fair meaning of its language and to implement the intent of the parties. The provisions contained herein are not be construed in favor of or against any party because that party or its counsel drafted this Agreement, but are to be construed as if all parties prepared this Agreement, and any rules of construction to the contrary, including, without limitation, California Civil Code Section 1654, are hereby specifically waived. The terms of this Agreement were negotiated at arm’s length by the parties hereto.
16. **Integration.** This Agreement is the complete and final agreement between the parties with regards to the subject matter hereof and supersedes and replaces all prior agreements, oral or written as to the subject. The parties are entering into this Agreement based solely on the representations and warranties contained herein and not based on any promises, representations, or warranties not found herein.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this ______ day of June, 2017.

CITY OF CRESCENT CITY

By: _________________________
Blake Inscore, Mayor

ATTEST:

____________________________
Kymmie Scott, City Clerk

Approved as to Form:

____________________________
Martha D. Rice, City Attorney

PACIFICORP/PACIFIC POWER

By: _________________________
Name:
Title: