

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2015- 2615

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6 ADOPTING PUBLIC ART AND PUBLIC MURALS POLICIES

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9 WHEREAS, the City Council adopted an Ordinance Providing for Public Art
10 and Public Murals in 2015;

11 WHEREAS, the City Council wishes to adopt policies relating to Public Art
12 and Public Murals;

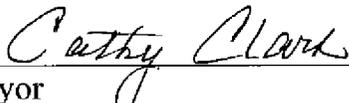
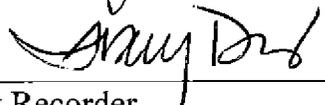
13 NOW, THEREFORE,

14 BE IT RESOLVED by the City Council of the City of Keizer that the Public
15 Art and Public Murals policies attached hereto, and by this reference incorporated
16 herein, are hereby adopted.

17 BE IT FURTHER RESOLVED that this Resolution shall take effect
18 immediately upon the date of its passage.

19 PASSED this 8th day of September, 2015.

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21 SIGNED this 8th day of September, 2015.

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24 _____
25 Mayor
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27 _____
City Recorder

POLICIES FOR PUBLIC ART AND PUBLIC MURALS

1. Artwork must not interfere with City-owned displayed art.
2. Only City staff is permitted to install and uninstall Artwork in the Keizer Community Center.
3. City will be responsible for damage or loss to the Artwork while on display in the Keizer Community Center. Regardless of market value, the maximum liability to the City shall be \$3,000 per individual art piece or \$50,000 per exhibition. An exhibition means all Artwork displayed in the Keizer Community Center at the same time, but does not include City-owned displayed art.
4. City will insure Public Murals in the City of Keizer. The maximum liability to the City shall be \$10,000.00 per Public Mural.
5. City will insure Other Public Art such as public statues and sculptures in an amount the Artist and City agree to in the Agreement for Exhibition of Property. The maximum liability to the City shall be \$25,000.00 per individual art piece.
6. If damaged Artwork is repairable, City shall reimburse actual out-of-pocket costs for materials and Artist shall repair the Artwork without charges for labor.
7. Artist will indemnify City related to any defects of the Artwork, faulty workmanship of the Artist, or any acts of negligence by the Artist.
8. Artist will be required to enter into an Agreement for Exhibition of Property prior to City staff installing property for display in the Keizer Community Center.
9. Property owner will be required to enter into an Art Easement prior to installation of a Public Mural and such Art Easement shall be placed before the Keizer City Council for authorization prior to the City Manager signing it.
10. City shall not broker for Artist in any manner, including, but not limited to, connecting Artist with potential purchasers, fielding questions about the property, or accepting payments for purchased property.
11. The Artist must agree to a commission equal to twenty percent (20%) of the proceeds of any sale that is a direct result of the Artwork being displayed as Public Art whatever the location.
12. Any commissions received by the City of Keizer shall be placed in a dedicated fund to provide for the costs of operating public art programs.

13. A Public Mural may not include any words, pictures, or symbols that may be considered advertising for any business, entity, or location where the Public Mural is affixed.