

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2020- 3060

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5 ADOPTING PUBLIC ART AND PUBLIC MURALS POLICIES;
6 **REPEAL OF RESOLUTION NO. R2016-2741**

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

10 WHEREAS, the City Council adopted Resolution No. R2015-2615 relating to
11 Public Art and Public Mural policies;

12 WHEREAS, the City Council adopted Resolution No. R2016-2741 relating to
13 Public Art and Public Mural policies as recommended by the Keizer Public Arts
14 Commission;

15 WHEREAS, the Keizer Public Arts Commission wishes to make exceptions to
16 the approval process for artwork provided by the Keizer Art Association;

17 WHEREAS, the City Council has considered the matter and wishes to amend
18 its policies;

19 NOW, THEREFORE,

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

23 BE IT FURTHER RESOLVED that Resolution R2016-2741 is hereby repealed
24 in its entirety.

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

3 PASSED this 6th day of April, 2020.

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5 SIGNED this 6th day of April, 2020.

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Cash Clark
Mayor

Ann D'...
City Recorder

POLICIES FOR PUBLIC ART AND PUBLIC MURALS

1. Artwork must not interfere with City-owned displayed art.
2. Only City staff, authorized Keizer Art Association members, or authorized volunteers are permitted to install and uninstall Artwork in the Keizer Community Center.
3. Except for Keizer Art Association exhibitions, 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, other than artwork associated with a Keizer Art Association exhibition, 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. Except for Keizer Art Association exhibitions, 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 or fielding questions about the property.
11. 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.