STATE OF WISCONSIN : MILWAUKEE COUNTY : VILLAGE OF SHOREWOOD

RESOLUTION 2016-03

RESOLUTION ACCEPTING THE DONATION OF PUBLIC ART KNOWN AS THE "GHOST TRAIN"

WHEREAS, the Village of Shorewood established the Public Art Committee (PAC), to plan and implement public art projects located within the Village of Shorewood; and

WHEREAS, the Public Art Committee developed a plan for the potential locations and placement of public art throughout the Village of Shorewood; and

WHEREAS, the Public Art Committee has inventoried all existing Village of Shorewood public art pieces located within the Village; and

WHEREAS, the Village of Shorewood Village Board adopted a Public Art Program in January, 2011; attached as Exhibit I to this resolution; and

WHEREAS, the Public Art Committee, in conjunction with the Shorewood Foundation and the Village of Shorewood Historical Society has pursued the installation of a new public art project known as the "Ghost Train"; and

WHEREAS, the "Ghost Train" will be located on the Oak Leaf Trail Bridge at East Capitol Drive; and

WHEREAS, the "Ghost Train" installation will include lighting on the Oak Leaf bridge, along with a lighted exhibit reenacting the passage of the Chicago and Northwestern Railroad's 400 and 401 trains that passed through Shorewood from 1935 until 1963, and as described in Exhibit II and Exhibit III to this resolution; and

WHEREAS, the Installation of the "Ghost Train" is anticipated to be completed during the Fall Season of 2016; and

WHEREAS, the safety of pedestrians, vehicles and viewers is first and foremost in planning for the "Ghost Train" installation; and

WHEREAS, all costs for design, legal requirements, equipment, installation and traffic safety enhancements for the "Ghost Train" installation will be donated to the Village of Shorewood from the Shorewood Foundation's PAC /Ghost Train account; and

NOW THEREFORE, BE IT RESOLVED that the Village of Shorewood accepts the donation of funds required, to install the aforementioned public art exhibit known as the "Ghost Train" upon successfully meeting the conditions as set forth below:

1. The Village of Shorewood Finance Director certifies in writing that sufficient funds plus a 10% contingency has been successfully accounted for, including guaranteed bridge funding for the period pending receipt of donation pledges, if required, so that no public funds would be required, to install the "Ghost Train" as presented, including all needed traffic safety measures as established by the Village of Shorewood Police Chief. Upon said certification, the Village Manager is authorized to execute agreements required for the purpose of installation of the "Ghost Train", including but not limited to materials and labor, which will include an agreement for installation with Staff Electric.

2. It is understood and agreed that various professional service contracts, such as for "Ghost Train" design, legal services, traffic safety analysis and communications, are required to be executed prior to the purchase of materials and labor with donated funds. The Village Manager is authorized to execute these professional services agreements upon written certification of the Village of Shorewood Finance Director that sufficient funds are available in the designated restricted "Ghost Train" account at the Shorewood Foundation.

3. A maintenance plan, with annual estimated costs, will be submitted by the PAC and approved by the Village of Shorewood Public Works Director. The maintenance plan will include possible contractors that can maintain and modify the "Ghost Train" installation. Such maintenance plan shall be funded by initial private donations for at least three years. A minimum of $9,000 will be set aside in the project budget for these potential maintenance costs.

4. Milwaukee County, the owner of the Oak Leaf Trail Bridge, has approved, by County Board motion, conditioned on a Memorandum of Understanding (MOU) between Milwaukee County and Village of Shorewood. Said MOU is attached as Exhibit IV to this resolution which the Shorewood Village Manager is authorized to execute.

5. A written traffic/pedestrian safety and public viewing plan is required to be approved and implemented by the Village of Shorewood Police Chief, in cooperation with the City of Milwaukee, to assure traffic and pedestrian safety occurs during the nightly exhibit of the "Ghost Train" lighting installation and operation.

6. When the final construction documents are completed and prior to installation of the lighting system, the Public Art Committee will review the final project scope with the Village Board.

7. It is the sole responsibility of the Village Board with input from the Public Art Committee, after the 90 day pilot program, to determine the duration, initiation of the sequence, the length of time of the sequence, the lighting color(s), the intensity of the lighting, and the decibel level of the sound effects from the "Ghost Train" installation. The determination will be based on review of citizens' complaints, recommendations of the Police Chief, public input provided to the Village of

Shorewood, recommendations of the PAC, and other appropriate factors determined by the Village Board.

8. Before the "Ghost Train" installation is completed, the Village Board with input from the Public Art Committee will finalize a policy addressing the possible uses of the non-"Ghost Train" lighting capabilities of the installation for special Village occasions.

9. The Village of Shorewood Board will have exclusive right to determine, with input from the PAC, the functioning life of the "Ghost Train" installation, including the eventual determination to continue its operation, its restoration or its removal. As indicated in Exhibit II, the anticipated life span of the "Ghost Train" light fixtures is in excess of 20 years.

10. An agreement regarding "Ghost Train" trademark, copyright and any other intellectual property matters required shall be incorporated in the design contract with CLD-E Lighting Design and Engineering (Marty Peck), and approved by the Public Art Committee and Village Attorney.

PASSED AND ADOPTED by the Shorewood Village Board, Milwaukee County, Wisconsin this 4th day of April, 2016.

Guy Johnson, Village President

Countersigned:

Tanya O'Malley, WCPC, Village Clerk

Exhibit I

Public art Shorewood

Village of Shorewood
Public Art Program

Shorewood, Wisconsin

January 4, 2011

Village of Shorewood Public Art Program

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Village of Shorewood Public Art Program

I. Program Background:

The Shorewood Public Art Committee (PAC) was initially appointed as a subcommittee of the Community Development Authority in 2007 to create a process for the planning and implementation of a formal, phased program for selecting artist / design professionals, and for designing and placing public art throughout the Village of Shorewood. The Public Art Committee consists of community-based representatives that have a broad- based and focused interest in the community, the program intent and public art development. All future PAC members will be formally appointed and approved by the Village of Shorewood Board of Trustees.

II. Program Overview:

This document defines the Shorewood Public Art Program (the "Program") for the Central District of the Village of Shorewood and other identified areas within the village and includes the policies and processes pertinent to its implementation. This Program will be approved by the Community Development Authority, and Village Board of Trustees.

The major focus of the program as currently defined will focus on public art sites located along the community's two main public thoroughfares:

- East Capitol Drive, between the Milwaukee River on the west and North Lake Drive on the east.

- North Oakland Avenue, between East Edgewood Place on the south and the northern border of Shorewood near East Glendale Boulevard on the north.

- As deemed feasible and consistent with over-all village goals and planning activities, other sites located outside the immediate business district may be identified for placement of public art.

As work on this program continues, the Program will be continually evaluated and may be modified to fit the needs that are relevant to the Program at the time in which a specific site, specific artwork considerations and village-wide needs are identified.

III. Program Purpose:

The Program shall provide a system for placing "works of art" at Village of Shorewood entries, plazas, and other locations throughout the Central District. The selected works shall be intended to provide a unique identity for the village at each selected location. Each work of art shall be designed to reflect and represent the history and culture of the Village of Shorewood. The selected works shall be designed to meet the specific visual aspirations and available physical space that will be unique to each selected location.

IV. Public Art Committee Structure:

A. Current Public Art Committee members are:

Pat Algiers – urban & corporate consultant and community representative
Don Berg – artist / sculptor and community representative
Debra Brehmer – art gallery director and community representative
Diane Buck - art educator, co-author of Outdoor Sculpture in Milwaukee and community representative
Rod Dow - community representative
Dick Eschner - CDA member, architect and Committee Chairperson
Jeff Hanewall - Village Trustee, CDA member and architect
Jenny Steinman-Heyden – artist and community representative
Doug McDonald - community representative
Harvey Rabinowitz – educator, architect and community representative
Village of Shorewood staff as required

B. Committee relationship to other Village of Shorewood committees:

At its inception, the PAC was established as a volunteer subcommittee of the Community Development Authority to assist in planning work relating to the reconstruction of North Oakland Avenue and East Capitol Drive and to prepare a formal plan for the placement public art during future years. After formal Village Board approval of the program, the PAC shall be established as a separate volunteer-based village committee to allow implementation of the program and coordination with other community projects throughout the village.

C. Committee membership:

1. When the PAC was formed in 2007, the committee was initially established by a process of voluntary invitation to Village of Shorewood residents who had a known background in the arts, architecture and related community service.

2. After this program is formally approved by the Village Board of Trustees and to ensure that all interested citizens within the village will have an opportunity to participate in the implementation of the program, a formal volunteer application submittal and interview process will be used. This will be implemented through the procedures used by the Judiciary, Personnel and Licensing Committee, a subcommittee of the Village Board of Trustees. The PAC shall consist of seven (7) members, depending on the program focus and identified needs during any given time. Term limits: 1- 3 years with staggered, renewable term appointments. As required by any given project, additional advisory members may be added to supplement the work of the committee.

3. Skills and interests of committee members shall include, but not be limited to, the following:

   a. Interest in and / or a professional background in the arts, architecture and other design-related activities.

   b. Marketing and communications

   c. Fund-raising

d. Education

e. Community-related volunteer activities

V. Village of Shorewood Area Plan: (see Appendix "A"):

See attached Village Area Plan for location of the current village sites that may be selected for placement of public art on an individual, phased basis. Each site noted along North Oakland Avenue, East Capitol Drive and other selected sites must be viewed as being conceptual in nature and subject to modification as the long-term public art program evolves, opportunities arise and individual projects are completed on a site-by-site, phased basis.

VI. Location of Existing Public Art:

Permanent public art has been previously placed at various locations throughout the village, including sites at the Public Library, Shorewood High School, Atwater School, Lake Bluff School and privately-owned businesses. Various forms of temporary art have also been placed in a variety of locations over many years.

VII. Village of Shorewood 2015 Vision Statement:

The following summarizes the Village of Shorewood 2015 Vision Statement that has been developed to guide current and future planning activities throughout the village. This statement shall be used in the planning and implementation of the Shorewood Public Art Program.

In 2015, Shorewood will be:

1. A vibrant community with safe, friendly neighborhoods offering a range of well-maintained housing options which reflect Shorewood's architectural heritage.

2. A desirable community that continues to attract and retain residents who value Shorewood's community assets and rich diversity.

3. A model community that welcomes broad citizen participation in civic decision-making and is governed with a long-range, disciplined view of the future of Shorewood.

4. An attractive community with strong property values and a competitive tax rate; well-maintained public infrastructure; quality, cost-effective and valued village services; and outstanding staff members who use collaboration, innovation, and technology to optimize productivity and service excellence.

5. An ecologically-responsible community with a commitment to protecting the environment.

6. A thriving community with a mix of attractive stores and services in a robust and profitable commercial center.

7. A well-educated community in which public and other community educational assets are cultivated in a spirit of collaboration to achieve excellence.

VIII. Program Mission Statement:

The Shorewood Public Arts Program shall enhance the cultural experience of all Shorewood residents, business and visitors by facilitating a system of initiating review, selection, acceptance and placement of quality public art.

IX. Advisory Committee:

The artwork selected for each location shall be selected by an Advisory Committee (the Public Art Committee, "PAC" or "Committee") and up to 3 additional volunteer arts professionals, pending the specific needs of any given project. In addition, two or three additional community representatives may be selected for each site. Representatives from existing advisory committees, such as those from Shorewood High School, Lake Bluff Elementary School and Atwater Elementary School, the Parks Committee and other community groups may be called upon as needed to advise the committee, as public art considerations occur in relation to specific sites or other selected sites that are located adjacent to or within the Central Business District.

Quality, durability and appropriateness for each site will be the overriding criteria for all public art. Criteria for the public art will also include the selected artists' expertise in producing art for the public and in creating permanent works. To help achieve the goal of placing contemporary art in public spaces, the Village of Shorewood Public Art Program will purchase artwork only from the artist or the artist's representative.

Public Awareness and Education:

a. All meetings shall be publicly posted and open to the public.

b. Minutes of each meeting shall be prepared and distributed.

c. The Committee will prepare and implement an on-going program to achieve public awareness of the program, its goals and activities. As appropriate, articles and other communications will be prepared for release in the printed and electronic media that is distributed throughout the community and surrounding region.

d. When deemed necessary as a result of a specific project scope and location, the additional advisory committee members will be selected through the normal application and interview process used by the Village Board.

X. Funding:

A. Funding Sources:

The final means of funding the selected public art will be determined as each individual project, site and the scope of art is evaluated and determined. It is anticipated that the Program will be implemented over a number of years. It is the intent of this Program to define and implement an artwork selection and installation process that will be used for each successive project and site, as they occur.

At this time, two primary sources and a number of other sources of funding are envisioned, with funding being outside and separate from the Village of Shorewood annual budget and tax-based support. Other potential funding sources are noted below.

1. Primary source - Private fund-raising: It is anticipated that significant financial support from individuals, families, private foundations and businesses will serve as the primary source for the unique, one-of-a-kind artwork that will have a significant visual and functional impact on and contribution to the life all residents. Pending the unique characteristics of each site, the schedule or phasing of the public arts program and the potential scope and cost of public art for each selected site, a separate committee may be formed to address fund-raising needs, as the public arts program proceeds. The final scope and duration of required fund-raising will be determined when each site opportunity is prioritized and selected for the design and implementation of the public art program.
2. Primary source - Public and / or private grant funding: As grant funding for public art from local, state or national governmental bodies (or from privately-funded grant entities) may be available, such grants will be assessed for potential use in the Village of Shorewood Public Arts Program. The process for researching, seeking, obtaining and monitoring the use of publicly-funded grants will the responsibility of the Public Art Committee and other village administrative staff.
3. Memorial funding: the Committee will accept funding that is provided through memorials as a contribution to the Shorewood Foundation at the discretion of the Committee and as deemed consistent with the overall goals, specific site and Program implementation.
4. Fund-raising activities by the PAC: as funds are raised through planned efforts or through donations, funds shall be placed in an account(s) with the Shorewood Foundation. As needed and appropriate with the accounting practices of the foundation, funds shall be placed in single or multiple accounts, pending the specific project(s) and accounting procedures used by the foundation.
5. Donor-Initiated and Funded Projects:

    a. This process applies to public art projects in which unsolicited donors present opportunities for placing art within the Village of Shorewood to the Public Art Committee. The Public Art Committee will retain all primary rights of approval relating to the potential site, potential artwork and funding. A formal Village Board acceptance of the project will also be required. If the committee and donor cannot reach consensus about all details of the project, the funding shall be returned in total to the donor.

b. See Appendix B attached document entitled Part I – Donor-Initiated and Funded Projects dated June 4, 2009 and Revised April 6, 2010. This process and document was previously presented to and approved by the Village of Shorewood Board of Trustees on July 13, 2009.

5. Pending a particular project, the Village of Shorewood may elect to participate to support a project.

6. Community Development Authority funding. Separate funding from the CDA may be budgeted to provide seed money to support the cost of public land infrastructure and related costs. While it is conceivable that the CDA could also fund a portion of the art itself, that will be evaluated as each public art opportunity occurs. Locations and associated costs for public art have not yet beendetermined, but will be identified as the Shorewood Public Art Program is developed and implemented.

B. Funding shall cover the following types of costs:

Potential costs that must be considered and funded may (or may not) include, and not be limited to, the following:

1. Purchase of the artwork.
2. Artist's fees for conceptual design.
3. Fees for fabrication of the artwork and necessary consultation.
4. The labor of the artist's assistants and all materials required for the fabrication of the artwork.
5. A portion of the studio and operating costs of the artist, including rent, utilities, insurance and communication.
6. Any necessary travel costs for the artist to visit the site and research the site.
7. The transportation of the artwork to its installation site and installation expenses at the site.
8. Materials, such as frames, mats, or pedestals necessary for the proper presentation of the artwork.
9. Necessary site preparation such as wall or ground preparation to receive the work of art, including lighting and sculptural footings.
10. Exhibitions and educational activities included with or resulting from the project.
11. Identification plaques or labels.
12. Any decorative, ornamental, or landscaping elements peripheral to the artwork itself and any services such as water, electricity, or lighting that is needed to activate the artwork..
13. Dedication, insurance, security, or publicity costs, and future maintenance of the artwork, including restoration or repair.
14. Other, as specific to the project.
15. Insurance: pending the needs of each project located on village-owned land, insurance coverage will be provided as a supplement to the village property insurance.

16. Maintenance: an account to cover annual maintenance of all artwork relating to the program is being established with the Shorewood Foundation.

XI. Selected Art Work:

The artwork may exhibit varying degrees of relationship to each selected site. In a similar manner, the type, scope, size and appearance of the artwork will vary from site to site. The work may be a discrete object which acts as a focal point for the space in which it is placed or serve as a counterpoint to the architectural character of adjacent buildings and functions that are located in the vicinity of the village entry site.

The artwork acquired through the program may include, but not be limited to paintings, prints, etc. displayed on interior walls, monolithic exterior sculptures, special lighting, interactive sculptural areas to artist-designed elements integrated into the architecture of a specific site, a building or village entry. The artwork will be created in a wide array of materials and ranges in style from figurative to abstraction.

XII. Artwork Acquisition Process:

1. In general the amount of the funds allocated for each project will determine the process that will be used to acquire the artwork. Additional factors such as the complexity of the project and location for artwork will affect the decision.

2. Commissions: Pending the specific needs, scope and funding mechanism for artwork for each site, the committee may award the artwork design directly to a specific artist, without using the competitive selection process. This process may be used by the PAC in select projects. This method would eliminate the opportunity to have a number of candidates submit their credentials for the artwork.

3. Art and architectural design team opportunities: If the site under consideration relates to the design of a new building or remodeling of an existing building, the selection committee may choose from a pre-screened pool of artists who have particular expertise in architecturally integrated artwork for a given site. The artists' digital images will be retained on file at the Shorewood Village Hall. The selected artist will be contracted to work in collaboration with the architect through design development, fabrication, and installation stages of the project. Artists may also be solicited using an invitational approach.

4. Direct Purchase: The artworks purchased through this program may typically be paintings, original prints, small sculptures, photographs, fine crafts, etc. Participating parties will be surveyed about their artwork preferences, and a general prospectus will be created and posted on the Village of Shorewood website. Interested artists submit slides of artwork available for sale, which will be pre-screened for quality and appropriateness by the committee.

5. Representatives from the village businesses and community interest groups involved with public art allocations in specific projects will be invited to attend a digital image viewing in which artwork is selected for specific sites. For each selection, a contract for purchase will be prepared between the artist, the purchasing agency, and the Village of Shorewood. The artist will then deliver the artwork to the site, and the artwork will be installed as part of the project process and funding.

XIII. Art Selection Procedures:

Potential candidates will be selected from a list of generally known artists that reside in the Village of Shorewood, in the surrounding Milwaukee region, throughout the State of Wisconsin, regionally, nationally or internationally. Competitions may be accessible to state, regional, national and international artists. In order to apply for consideration in a competition, artists must submit digital images of completed work, an Artist's Information Sheet, a letter of interest and a resume'.

1. Open Competition –

   Open competitions are appropriate for direct purchase or commission methods of acquisition. All artists' materials submitted in open competitions are reviewed by the advisory committee, since pre-screening does not occur in the Public Art program. Pending the budget of the public art allocation, a regional open competition may be held for smaller projects. In this case, artists residing in the Midwest area, which includes, WI, IL, IA, MN, ND, SC MI, OH, and IN will be eligible to apply for specific projects. Although the open competition process is administratively time-consuming, it is one way to offer the advisory committee a review of the range artwork being created in Wisconsin, the region, the nation and, as appropriate, internationally.

2. Invitational Competition:

   a. The committee may decide to conduct an invitational competition. In this case 2-4 arts professionals will be contacted and asked to each recommend artists appropriate for the type of project under consideration. The arts professionals will receive a description of the project and its needs and a formal Request for Qualifications (RFQ) or a Request for Proposal (RFP); this will assist the committee in determining artists to whom an RFQ or RFP will be issued.

   b. Invitational competitions are best suited for major projects which involve artists during the preliminary planning stages of planning, pending the potential extent of artwork at a given site, when artwork is anticipated to be structurally integrated into the design of the site or when an artwork in a specific media is desired. The nature of the specific project determines that an artist with specific skills or abilities may be sought.

   c. Artists recommended by the arts professionals for a commission may be invited by the committee to submit slides of past work and application materials from which the committee can choose one or more finalists may be contacted directly and invited to present specific proposals for a project. A design fee (honorarium) may be paid to invited artists presenting models or drawings for a proposed artwork.

3. Selection Criteria:

The list below is not intended to be all-inclusive and may be modified as necessary for a given site.

a. Use of and relationships to specific site
b. Appropriateness to specific site
c. Most significant public impact
d. Street use / volume of pedestrian and vehicular traffic
e. Number of "potential viewers"
f. Intergenerational
g. Create "most smiles"
h. "Speed of viewing"
i. Weather / seasonal considerations
j. Village of Shorewood culture and history
k. Other, to be determined based upon the characteristics of a specific site

XIV. Advisory Committee Meetings:

1. First Advisory Committee Meeting:

Scope of Project: While having specific information about the physical qualities and thematic interests of the selection committee is important to the artists, it is equally important that the selection committee remain open to consideration of new ideas from the artists. Artists will take into consideration the selection committee's input regarding the content, aesthetics, and physical parameters of the available space. This represents a conversation between the artist, the selection committee, and the site itself. The quality of this three-way conversation is critical to a successful specific-to-the-site artwork. Artwork designed without this critical conversation is only decorating the site.

2. Second Advisory Committee Meeting

Review of Artists Applications: After the artists' materials have been gathered, the advisory committee is reconvened to review digital images, letters of interest and resumes submitted to the program.

The agenda for the selection meeting will contain the following activities:

a. Reiterations of site specifications.

b. Overview of selection process.

c. Overview of applications.

i. Initial viewing and first elimination of slides, resulting in a short-list of artists.

ii. Second viewing and elimination round - short-listed artists will be discussed with special attention given to the criteria previously identified by the advisory committee along with the following considerations.

iii. Design: Artwork must be compatible with site in scale and materials. In the case of a commissioned work, the committee will discuss each artist's ability and potential to design a work, especially for the site.

iv. Permanence: Sculptural works must be well constructed and technically competent and materials used must be durable. Two-dimensional work must be presented well with framed works archival prepared for display. (Issues of design and permanence will be discussed further at the proposal stage for commission.)

d. Final Round: The final ranking results in first, second, and third choice artists who will be invited to submit design/concept proposals. The second and third choices may serve as alternates.

3. Third Advisory Committee Meeting:

Artists' Site Orientation and Interview Meeting: At this point in the process, the one to three semi-finalist artists will visit the community and site for programmatic orientation and a personal interview may be scheduled with the committee members in preparation for developing a site specific design concept proposal. In some cases, following the interview, the selection committee may narrow the field of three semi-finalists to one or two artists. In addition, artist receptions may be scheduled for interested citizens (to allow public input), village staff and committee members, to which the artists will be invited to participate in design forums or to present public slide / digital image lectures about their artwork.

4. Fourth Advisory Committee Meeting:

Design Concept Review: The fourth committee meeting is necessary only if a commissioned artwork is being considered. At this meeting, design/concept proposals will be presented. The proposal will generally include a model or drawing to scale of the proposed work and a proposed budget/timeline. It may also include a sample of materials to be used in the work and details regarding site preparation for lighting or sculptural foundations, if requested by the committee. The committee will examine the materials giving particular attention to issues related to the work's design, suitability to the site, permanence and durability. They will also review the artist's proposed timeline and any site preparation that may be necessary for the work. At village-owned public property, the Village of Shorewood will be responsible for preparing the site in conjunction with the artist's installation schedule, and the cost of such work shall be included in that of the artwork. Where privately-owned properties occur, the cost of site preparation will be included in the total cost of the artwork.

XV. Supervision of Contracts:

The Village of Shorewood and Public Art Committee will be responsible for contracting with the artist for the commission or purchase of artwork. The contract will be negotiated between the Village of Shorewood, the originating agency, and the artist. (Sample

copies of program contracts will be available from the Public Art Committee upon request).

The PAC will facilitate the installation process with the artist by working closely with the Village of Shorewood representatives. The artist must provide documentation of the artwork in the form of digital images, black & white photographs, and a formal information sheet.

After the work is installed, the Village of Shorewood will be responsible for the security and maintenance of the work. A formal acceptance letter will be requested and held by the Village of Shorewood upon installation. The selected artisan will have to submit a technical description of materials used in the artwork and detailed instructions for general maintenance accompanies this request.

XVI. Questions to consider:

When determining the types of artwork most appropriate for a site, numerous details must be considered and corresponding questions must be presented.These questions are intended to help the selection committee members achieve an aesthetic consensus by focusing on the formal, contextual, technical and expressive qualities of the artwork. These are the same attributes the artists will evaluate to determine their interest in applying for a specific project. While having specific information about the interests of the selection committee is important to the artists, it is equally important that the selection committee remain open to consideration of new ideas from the artists.

Artists will take into consideration the selection committee's input regarding these attributes along with the physical parameters of the space in addition to taking inspiration directly from the site. Interaction between the artist, the selection committee and the site itself will result in a successful site-specific artwork. The selection committee is invited to consider and discuss with its colleagues the attributes that govern the process outlined below in preparation for the initial selection committee meeting.

1. Contextual considerations:

   a. *What are the characteristics of the specific village site*? Large/small? A site that can be used by people or serve simply as a village entry identity? Open or adjacent to buildings ?

   b. *Who will use the site?* Are there any particular populations (e.g., older adults, women, particular ethnic groups, scientists, children, students, etc.) who use the site ? Consider some of the meaningful contributions and values of the members of these groups. What are some of the major issues and challenges faced by the users ? To what kind of content would users of the site be interested in or able to relate ?

   c. *Of what portion of the community is the site a part ? How* does the site relate to the community ? What are the most meaningful values of the community ? What are the challenges faced by the community ? What kind of artwork might

help connect the village and site with the community or help the community move forward ? Does the site have more than one purpose ?

d. *What purpose do you want the artwork to serve on the site ?* (e.g., uplifting, educating, conversation starting/thought-provoking, providing a reminder of the facility's mission, empowering people, communicating values to visitors, providing a respite from work, making people smile, making people wonder, reflecting heritage or history, helping people feel welcome, etc.) ?

e. *How much interaction do you want site users or visitors to have with the artwork ?*

2. Formal Considerations:

a. *What type of scale relationship should the artwork have to the site and surrounding area?*

b. *How will the artwork function in a given space?*

c. *What kind of forms might work well within the space?*

d. *What colors might complement the possible subject matter you have identified?*

e. *What kind of energy would complement the possible content of the artwork?*

f. *Functions?*

3. Technical considerations:

a. *What kinds of materials?* (metal, stone, glass, fibers, light, wood, etc.) would best complement the surrounding design of buildings or site characteristics (including its colors, textures, lines, shapes, and other design elements). Would any materials be particularly suitable to the possible content of the artwork ? Should any limitations be established on materials to be used ?

b. *How flexible are the plans for the site to include various types of artwork?*

c. *Are any specific engineering requirements identified for the site that could benefit or constrain certain types of artwork ?*

d. *What kind of lighting will be possible for the artwork ?* Will it be natural, artificial, or both?

4. Expressive Considerations:

a. *How broad a range of content is of interest ?* Are you willing to consider narrative content (easily identifiable content), symbolic content, and/or metaphorical content? Often a work of art has several layers of meaning. What are some of the

meaningful ideas/materials/processes that are dealt with on the site where the art will be placed ?

b. *How much "controversy" can the site and location tolerate?* Controversy isn't always a bad thing-some amount of controversy is fun and can start interesting dialogues. It's impossible to avoid all controversy, because people have different tastes and understanding of visual art. Sometimes just having an abstract piece (with no identifiable subject matter) can strike up some controversy. How much would you like to challenge the community with the artwork you design ?

5. Other Considerations:

The following items may be considered:

a. What safety or liability considerations might constrain certain types of artwork ?

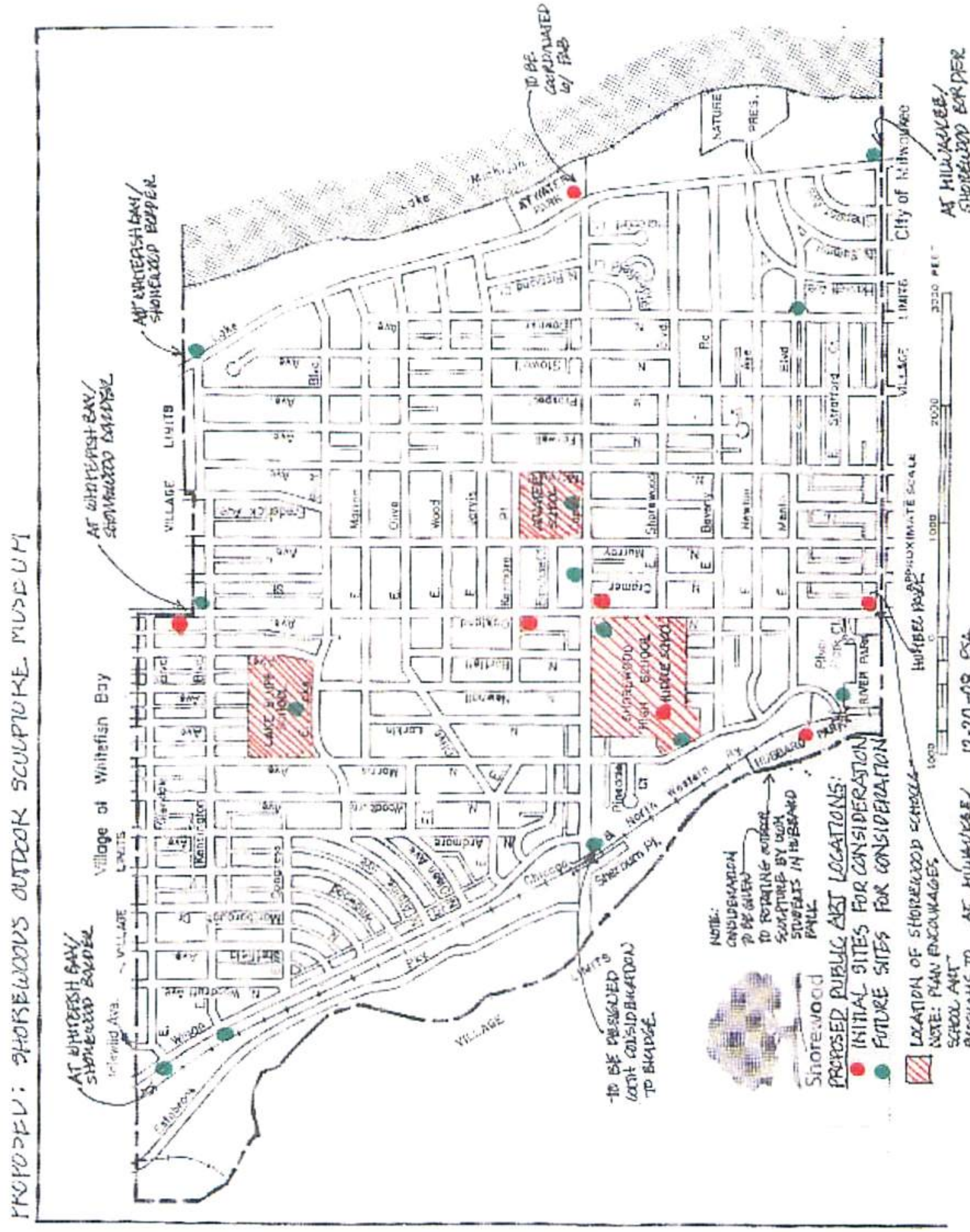
b. What maintenance considerations might constrain certain types of artwork ?

XXXX

Appendix A:

Area Map of the Village of Shorewood, showing conceptual locations for Public Art.

The map portrays the location of Initial and potential Future Sites under consideration for placement of Public Art.


PROPOSED: SHOREWOOD'S OUTDOOR SCULPTURE MUSEUM
Village of Whitefish Bay
Lake Michigan
City of Milwaukee
VILLAGE LIMITS
Shorewood
PROPOSED PUBLIC ART LOCATIONS:
INITIAL SITES FOR CONSIDERATION
FUTURE SITES FOR CONSIDERATION
LOCATION OF SHOREWOOD SCHOOLS
APPROXIMATE SCALE
12-20-08 PSA

Appendix B:

Part I: Donor-Initiated and Funded Projects:

Approved by the Village of Shorewood Board of Trustees on July 13, 2009.

:

Appendix B:

Village of Shorewood
Public Art Program
Shorewood, Wisconsin

Part 1: Donor- Initiated and Funded Projects

June 4, 2009

Complete document updated: January 4, 2011

Note: Portions of this document have been revised to correspond to the complete document which precedes this appendix and is dated January 4, 2011. The revisions have been "underlined" accordingly.

Part 1: Donor- Initiated and Funded Projects

I. Program History:

The Shorewood Public Art Committee was appointed by the Village of Shorewood Board of Trustees and Community Development Authority in 2007 to create a process for the implementation of a formal, phased program for selecting design professionals, designing and placing public art throughout the Village of Shorewood. The Public Art Committee consists of community-based representatives that have a broad- based and focused interest in the community, the program intent and public art development.

Current Public Art Committee members are:

Pat Algiers - community representative
Don Berg – artist / sculptor and community representative
Debra Brehmer – art gallery director and community representative
Diane Buck - art educator, co-author of "Outdoor Sculpture in Milwaukee" and community representative
Rod Dow - community representative
Dick Eschner - CDA member, Committee Chairperson and architect
Jeff Hanewall - Village Trustee and architect
Jenny Steinman-Heyden – artist and community representative
Doug McDonald - community representative
Harvey Rabinowitz - community representative and architect
Village of Shorewood staff as required

II. Program Overview:

This document defines the Part1 – Donor- Initiated and Funded Projects relating to the Shorewood Public Art Program (the "Program"). Funding shall be for specific sites located within the Village of Shorewood. All activities of this program must be approved by the Community Development Authority, and accepted by the Village Board of Trustees.

III. Program Purpose:

The Program shall provide a system for placing "works of art" at Village of Shorewood entries, plazas, and other locations throughout the Central District. The selected works shall be intended to provide a unique identity for the village at each selected location. Each work of art shall be designed to reflect and represent the history and culture of the Village of Shorewood. The selected works shall be designed to meet the specific visual aspirations and available physical space that will be unique to each selected location.

IV. Village of Shorewood 2015 Vision Statement:

The following summarizes the Village of Shorewood 2015 Vision Statement that has been developed to guide current and future planning activities throughout the village. This statement shall be used in the planning and implementation of the Shorewood Public Art Program.

In 2015, Shorewood will be:

1. A vibrant community with safe, friendly neighborhoods offering a range of well-maintained housing options which reflect Shorewood's architectural heritage.

2. A desirable community that continues to attract and retain residents who value Shorewood's community assets and rich diversity.

3. A model community that welcomes broad citizen participation in civic decision-making and is governed with a long-range, disciplined view of the future of Shorewood.

4. An attractive community with strong property values and a competitive tax rate; well-maintained public infrastructure; quality, cost-effective and valued village services; and outstanding staff members who use collaboration, innovation, and technology to optimize productivity and service excellence.

5. An ecologically-responsible community with a commitment to protecting the environment.

6. A thriving community with a mix of attractive stores and services in a robust and profitable commercial center.

7. A well-educated community in which public and other community educational assets are cultivated in a spirit of collaboration to achieve excellence.

V. Program Mission Statement:

The Shorewood Public Arts Program shall enhance the cultural experience of all Shorewood residents, business and visitors by facilitating a system of review, acceptance and placement of quality public art.

VI. Funding Sources – Donor-Initiated and Funded Gifts:

1. Funding that is provided through gifts and / or donations to cover the cost of an entire piece of art (or portion thereof) will be considered, as deemed appropriate by the Public Art Committee in relation to the overall Program goals, specific site and Program implementation. The final selected artwork may not be selected solely on the donor's preferences, objectives or goals. Final, formal approval of any artwork for any given site

will be by the Public Art Committee and acceptance by the Village Board of Trustees, based on the stated mission and goals of the Public Art Program. Should the committee determine that the donor's requested use of the funding is not consistent with the Program Goals and Mission, the funding will be returned to the donor in full.

2. Funding may be provided by individuals, families, businesses, foundations or other parties to support the cost of artwork in whole or in part at specific sites. The final selected artwork may not be selected solely on the donor's preferences, objectives or goals. Final approval of any artwork for any given site will be by the Public Art Committee, with follow-up acceptance by the Village Board, based on the stated mission and goals of the Public Art Program.

3. Donor funding shall be provided in a single lump sum, prior to the acquisition and installation of the artwork.

4. Initiation of donor funding shall be through the Public Art Program chairperson. The funding and subsequent communications may be directly with the chairperson or through an intermediary representative.

VII. Conditions for Village of Shorewood Acceptance:

1. The specific site and location within the site shall be consistent with the Public Art Committee's approved plan.

2. The selected art shall be acceptable to both the Public Art Committee and donor.

3. No commitment by the village will be required for one-time costs.

4. Formal approval will be required by the Public Art Committee and Village Board of Trustees, prior to the start of installation of a selected artwork.

VIII. Artwork Acquisition Process:

1. The funding may be through a solicitation process by the committee or through non-solicitation.

2. The funding opportunity may be presented to the Public Art Committee either as an identified funding source or as an anonymous donor source. As preferred by the donor, the funding source and amount given will remain identified or anonymous throughout the implementation and completion of the program.

3. The funding may be for a specific project site or for use in the village-wide Program.

IX. Selection Procedure:

1. As deemed appropriate by the Public Art Committee, either existing or new commissioned artwork may be selected for a specific site. While the donor may express a range of concepts or interests for specific art, the final selection of all art will remain within the responsibility and authority of the Public Art Committee. As with all other options for procuring the art at any given site, final approval of any artwork for any given site will be by the Public Art Committee and acceptance by the Village Board, based on the stated mission and goals of the Public Art Program.

2. Selection Criteria

   The list below is shall define broad Program criteria, is not intended to be all-inclusive and may be modified as necessary for a given site.

   a. Use of and relationships to specific site.
   b. Appropriateness to specific site.
   c. Most significant public impact.
   d. Street use / volume of pedestrian and vehicular traffic.
   e. Number of "potential viewers."
   f. Intergenerational.
   g. Create "most smiles."
   h. "Speed of viewing."
   i. Weather / seasonal considerations.
   j. Village of Shorewood culture and history.
   k. Other, to be determined based upon the characteristics of a specific site.

X. Additional related issues:

1. Required site placement and development:

   a. Through preparation of a landscape plan, the specific site within the site shall be identified and a landscape plan shall be prepared to define the specific placement of the selected artwork.

   b. Site development shall include installation of an appropriate base or pedestal for the selected art and related landscaping.

   c. Site development considerations shall include: providing the desired viewing positions for the art, relationship to the adjacent park functions, streets and adjacent community, safety, provision of a "base" or plinth that separates visitors from immediate access to the art - or allows for close proximity between visitors and the artwork, to provide the desired setting for the art within the park.

   d. Landscaping may include provision of new plantings, berms, etc.

2. Maintenance:

   a. The Public Art Committee shall be responsible for monitoring the artwork condition and shall manage the process for all required maintenance.
   b. Specific written specifications for annual maintenance procedures shall be prepared by the artist and submitted to the committee prior to the start of art installation. Specifications shall include recommended products for cleaning, other maintenance and repair procedures.
   c. An annual maintenance budget of $2,500 shall be established by the Village of Shorewood for required maintenance work. As committee work proceeds, additional funding shall be provided as required through private fund-raising . All funds shall be placed with the Shorewood Foundation and shall be released to the Village of Shorewood as funds are needed to cover expenses. Payments to vendors will be issued by the Village of Shorewood (by use of the private fund-raising issued through the Shorewood Foundation).

3. Exterior lighting of selected art (if deemed necessary):

   a. The committee, with the assistance of the selected artist and artwork, shall determine if lighting will be required to illuminate the art, based on the specific selected art, site characteristics and adjacent neighborhood.
   b. As required, the committee shall retain the services of a lighting design consultant to prepare plans and specifications that fully define the scope and extent of recommended lighting and electrical service for each specific site.
   c. Funding for required lighting and electrical service shall be provided through the donor-based funding and budget established for the selected artwork or through additional private fund-raising.

4. Approval and execution of selected work:

   a. Formal, written agreements shall be prepared by the Village of Shorewood and approved by the Public Art Committee <u>and acceptance by</u> the Village Board of Trustees before any work shall be initiated.

Appendix A:

Area Map of the Village of Shorewood, showing proposed locations of Public Art

Map shows location of Initial and Future Sites under consideration for placement of Public Art

<u>See Appendix A, Pages 16 and 17</u> of the complete <u>Public Art Program</u> document dated January 4, 2011 and which precedes this appendix.

XXXX

Public Art Shorewood

Exhibit II

March 30, 2016

To: Chris Swartz, Village Manager
Village of Shorewood Board of Trustees

From: Dick Eschner, Chairperson
Shorewood Public Art Committee
PAC Ghost Train Committee Member

RE: **Proposed Ghost Train Project Summary**

The idea of developing a PAC project at the Oakleaf Trail Bridge site began in 2008-2010 when planning for the redesign and construction of a new pedestrian and bicycle bridge was initiated by the State of Wisconsin Department of Transportation, as a component of the Capitol Drive reconstruction. During the bridge's design phase, WiDOT determined that additional and enhanced lighting of the bridge could not be included in the total project budget.

Note: all final "Ghost Train" functional and design details are now being developed and are subject to further refinement as the detailed design and cost estimating work proceeds to define the final project scope.

1. **Project History:**
When the bridge was completed in 2010, the PAC added the bridge lighting to its list as a potential, future site for public art. A brief summary of the proposed design is as follows:

- The original bridge served as a railroad crossing for Chicago and Northwestern Railroad's historic "400" passenger trains for many decades. Through the imaginative insight and recommendation of Marty Peck , custom project lighting designer from CLD-E (Creative Lighting Design and Engineering). the committee considered including that slice of Shorewood history into the lighting design.
- New lighting that will operate during evening hours will be installed on the bridge to make the entire bridge visible at night and to further celebrate the bridge as a "western gateway" into the village. This lighting will be aptly responsive to the quality and character of Shorewood.
- In addition - and as the key project focus, the new lighting will include a "moving", illusionary, lighted "Ghost Train" image that will "pass over the bridge" during two time frames of each evening. The original C & NW "400" train ran southbound from

Minneapolis and the "401" train ran northbound to Minneapolis. The train's illusionary image and movement of light will be accomplished through the programmed use of the new lighting.

2. **Proposed Light Fixtures and related Equipment:**
   - LED (Light-Emitting Diodes) fixtures will be used throughout the installation. These fixtures are state-of-the art fixtures which are very energy-efficient, have a significant history of low maintenance and long life-spans. See the attached PAC Memorandum dated February 2, 2016 for related details.
   - The light fixtures will be securely mounted on the outside face of the existing structural steel truss framework on both sides of the bridge. The existing vertical mesh security panels mounted on the inside face of each truss will prevent access to the light fixtures and electrical service conduit.
   - As now planned, one additional LED up-light will be mounted on top of each of the flanking vertical concrete piers located at the four corner of the bridge at each of the north and south ends of the bridge trusses. When the "Ghost train" illusion is in operation, these fixtures will serve as a shaft of illusionary, blinking "railroad crossing gates." The sound and horn of the "approaching" and "crossing" train will be included.
   - Light fixtures will be controlled by computer equipment located on the existing concrete support ledges beneath the bridge trusses at each end. The control equipment will be located in secure boxes placed on each ledge.
   - Final light and sound levels will be programmed to meet acceptable levels as deemed appropriate for the intended performance and for the surrounding community. Work will include consultation with an audio engineering consultant.

3. **Lighting System Operation :**
   - The overall bridge lighting will operate during evening hours and in a manner similar to that of typical street lighting. The lighting level will be set to provide aesthetically pleasing light on each face of the bridge, to enhance the visibility of the bridge after dark and before sunrise. Precise times will be subject to final determination and functional need.
   - "Ghost Train" lighting operation: The lighting performance will be scheduled to "represent" the illusionary passage of the original C&NW trains with an initial "performance" during the early evening hours and a second "passage" occurring

approximately 2 hours later. Specific time frames to be determined. Times will be programmed separately to account for different "winter "and "summer" hours light levels. In addition, operational hours for the "passage" of each train will acknowledge the community's needs relating to acceptable levels of light and sound.

- When the "Ghost Train" lighting is activated, existing traffic signal light controls and lights located along East Capitol Drive in Shorewood and at the intersection of North Humboldt Boulevard in Milwaukee will be programmed to operate in a "stop" mode to hold traffic securely in place. An engineering traffic safety study will be prepared by Ayres & Associates.
- "Ghost Train" operation duration for bridge and traffic signal lighting: subject to final determination, each "Ghost Train" lighting event will last between 45 – 60 seconds.
- The project team proposes an initial operational period of 90 days after system dedication to allow for formal community feed-back, before any operational system adjustments are considered and / or initiated.

Public Art Shorewood

Attachment to Exhibit II

Memorandum
February 2, 2016

Re: **The Ghost Train Project – Oakleaf Trail Bridge**
Shorewood, Wisconsin
Answers to Questions from Potential Project Donors

The following Information has been provided by Mr. Marty Peck, lighting system designer from CLD-E (Creative Lighting Design & Engineering), designer for the Ghost Train Project.

1. Proposed Light Fixture Type:
   The Light Emitting Diode fixtures (LED's) typically have an operational life of 50,000 - 100,000 hours, depending on how hard they are driven.

2. Anticipated Fixture lifespan :
   In this application, since the fixtures will not be on "full" or in continuous operation, they will exceed that, well in excess of 20 years. Since the fixtures are electronic devices, they can fail. Typically the failures are "infantile mortality" failures, which occur very early in the life of the fixture. Any early failures will be covered by the fixture manufacturer's 5 -year and the contractor's 1- year (after project completion) warranties. After a few years, failures may occur at a rate of <0.5%/year. Minor failures, such as a single LED fixture going out, might not be noticed. Electrical power supply failure can also occur. Ideally, some funds will be initially established to include at least a spare fixture and supply of each type: which may be included in the construction price: 2 - strings, 2- linear, 1- flood, 1- dome and 2- supplies would add about $6,500 to the initial cost. A failed fixture can then be swapped out, and ten years from now the replacement fixtures will be harder to find and expensive to purchase.

3. Annual Maintenance:
   Yearly maintenance costs are difficult to predict with such low failure rates. Any fixture replacement will require use of a hydraulic lift bucket truck, etc. While the contractor can better define that cost, I would estimate a budget of $3,000/year, and typically the "owner" will bear that cost. This may be further defined by the project contractor team.

4. Audio Speakers:
   The speakers may fail earlier, even though they are "outdoor" rated. More serious failures could as a result from vandalism or lightning strike.

5. Historical Reference Project:
   During the last seven years at the Milwaukee County Park System's Mitchell Park Domes, 3 of 400 pixel light LED fixtures have been replaced, while none of the 50 flood lights have failed. Some water leakage defect problems occurred on some outdoor linear fixture products. This caused failures that continued beyond the 5- year warranty period. Those out-of-warranty failures were replaced at no charge by the fixture manufacturer Color Kinetics.

Public Art Shorewood

Exhibit III

March 30, 2016

To: Chris Swartz, Village Manager
Village of Shorewood Board of Trustees

From: Dick Eschner, Chairperson
Shorewood Public Art Committee
Ghost Train Project Committee Member

Re: **The Ghost Train Project**
Updated Project Budget

The following information is provided as a current summary of the Ghost Train Project Budget. Design and cost estimating work completed to-date has been in the Conceptual Design Phase. The preparation of the more detailed data will occur during the Design Development and Construction Document phases. This work has recently been initiated by the lighting designer CLD-E lighting Design and Engineering with on-going detail development oversight and cost estimating by the contractor Staff Electric. Preparation of contracts with each frim is also concurrently underway.

All project funding shall be provided through privately-raised donations contributed to the Shorewood Foundation's Public Art Committee / Ghost Train project account. As payments for project costs are required, the PAC will request transfer of related funds to the Village of Shorewood for payment of the related invoices. Through use of a direct purchase process for the light fixtures by the Village, the typical contractor's mark-up for the cost of the (approximately 20%) will be eliminated.

Note:
The following information summarizes the Project Budget as currently defined. While the total Project Budget has been established, **individual line item costs are subject to adjustment as all final details are resolved during the forthcoming weeks.**

Item	Current Cost Estimate
1. **Design and Construction Services:**	
a. CLD-E Lighting Design and Engineering Fee:	$ 30,000
b. Staff Electric Contractor Fee:	$ 51,000
c. Light Fixtures and Equipment: (assumes direct purchase by Village, as noted above)	$ 208,000
d. Design and Construction Contingency:	$ 29,000
e. Total Design and Construction:	**$ 318,000**

2. Project Team Costs:	
a. Legal services: Reinhart Boerner et al	$ 5,000
b. Public Relations services: PR Works	$ 7,700
c. Traffic Engineering Safety Study services: Ayers Associates	$ 2,600
d. Marketing: documents design printing, etc.	$ 5,000
e. Dedication Event amenities:	$ 5,000
f. Interest on bank loan:	$ 6,700 (estimate)
g. Total Project Team Costs:	$ 32,000
3. Total Project Budget (1 + 2 above):	$ 350,000

Please contact me immediately if you have any questions or comments.

Richard Eschner
Public Art Committee Chairperson
Ghost Train Committee Member
E-mail: rweschner@gmail.com

cc: Public Art Committee
Pat Algiers
Doris Heiser
Bob Dean
Lucia Petrie
Vida Langenkamp

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
VILLAGE OF SHOREWOOD
AND
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

This Memorandum of Understanding ("MOU") is made effective the 11th day of April, 2016 by and between the Village of Shorewood (the "Village") and Milwaukee County Department of Parks, Recreation and Culture (DPRC). Referenced together, the DPRC and the Village are the "Parties" to this Agreement.

RECITALS

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution 16-96 on February 8, 2016 has authorized the Director of the Department of Parks, Recreation and Culture (DPRC) to accept the donation of artistic improvement (i.e. the "Ghost Train Art Light Sculpture" hereinafter referred to as "Ghost Train") to the bridge located on Capital Drive at the Oak Leaf Trail in the Village of Shorewood (the "Village"); and

WHEREAS, it is understood by the Parties that DPRC is the Owner and Operator of the aforementioned Oak Leaf Bridge located in the Village; and

WHEREAS, it is the intent of the Parties that an access and maintenance plan be established as a precursor to the Village installing the Ghost Train Sculpture; and

WHEREAS, it is understood that the installation, maintenance, operation, and finally removal of the Ghost Train Sculpture is the sole responsibility of the Village; and

WHEREAS, the Parties to this MOU have common interests and concerns which they wish to advance and protect with respect to maintaining a safe, and well maintained bridge.

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

AGREEMENT

1) **Incorporation by Reference**. All of the "Whereas" clauses contained in the Recitals are incorporated herein by reference and made a part of this Agreement.

2) **Premises**. It is agreed that DPRC will provide full access to the Oak Leaf Trail bridge as identified on the map shown as Exhibit A to this agreement, for the purpose of installation and maintenance of the Ghost Train Sculpture.

3) **Sculpture Maintenance**. It is agreed that the Village will be responsible for all maintenance and operation of the Ghost Train Sculpture. DPRC will take no responsibility for damage caused by vandalism, weather, or normal wear and tear. Nor will DPRC be financially responsible for repair, transport, or replacement of the sculpture if damaged or relocated. DPRC will communicate with the Village in a timely manner about any issues DPRC

becomes aware so with respect to the installation they may be addressed by the Village of Shorewood.

4) **County Approval**. Prior to the start of any installation, construction or renovation of the Premises, including any subsequent alterations or renovations to the Sculpture, the Village shall submit detailed construction plans and specifications to the County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of the Village's proposed contractor(s), for review and approval. Submittals shall include, but not limited to, design drawings which shall be approved by County. Conditions for approval shall include, but not be limited to provision that the Village shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.

5) **Hold Harmless**. The Village agrees to hold harmless Milwaukee County, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons and or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon and grows out of any wrongful, intentional or negligent acts or omissions of any officer, employee or agent of the Village while acting within the scope of their employment where protection is afforded under Wisconsin Statutes.

6) **Insurance**. During the term of this Agreement, the Village will keep in full force and effect a policy of general liability insurance or its equivalent and automobile insurance in an amount not less than $1,000,000 combined single limit. Also, the Village will maintain insurance coverage for worker's compensation (waiver of subrogation endorsement in favor of Milwaukee County) as required by the State of Wisconsin, including employer's liability. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. As its interests may appear, Milwaukee County will be named as an additional insured for general liability. The Village will submit a certificate indicating the above coverages for review and approval by the County for the duration of this Agreement.

7) **Removal**. The Village shall be solely responsible for the removal of the sculpture at such time that removal is desired by the Parties. This responsibility is non-delegable and will encompass any and all reasons necessitating the removal (e.g. irreparable damage, relocation, expiration of the sculpture's useful life span, etc.) Further, the Village shall be financially responsible for all costs associated with the removal.

8) **Miscellaneous.**

   a) Any modifications of this MOU must be in writing and signed by all Parties.

   b) This MOU shall be controlled by Wisconsin law.

   c) This MOU may be executed in counterparts and via facsimile.

Signature Page to Follow

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IN WITNESS WHEREOF, the parties hereto have caused the execution of this Memorandum of Understanding by authority of their respective governing bodies effective as of the date first above written once the parties hereto have affixed their respective signatures.

VILLAGE OF SHOREWOOD

DocuSigned by:
by Chris Swartz Date 4/29/2016
0AF683A94BCF47A...
Name and Title: Chris Swartz village manager

MILWAUKEE COUNTY DEPTARTMENT OF PARKS, RECREATION & CULTURE

DocuSigned by:
by _____ Date 4/22/2016
B448140... John Dargle, Jr., CPRP, Parks Director

Approved as to form and independent status:

DocuSigned by:
by Paul D. Kuglitsch Date 4/19/2016
Corporation Counsel

Reviewed by:

DocuSigned by:
by _____ Date 4/13/2016
E454E4CA2D214... Risk Management

Approved:

DocuSigned by:
by _____ Date 4/22/2016
County Executive Chris Abele

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

DocuSigned by:
by _____ Date 4/20/2016
F7354A95DB084... Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

DocuSigned by:
by Paul D. Kuglitsch Date 4/29/2016
Corporation Counsel

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EXHIBIT A
THE PREMISES

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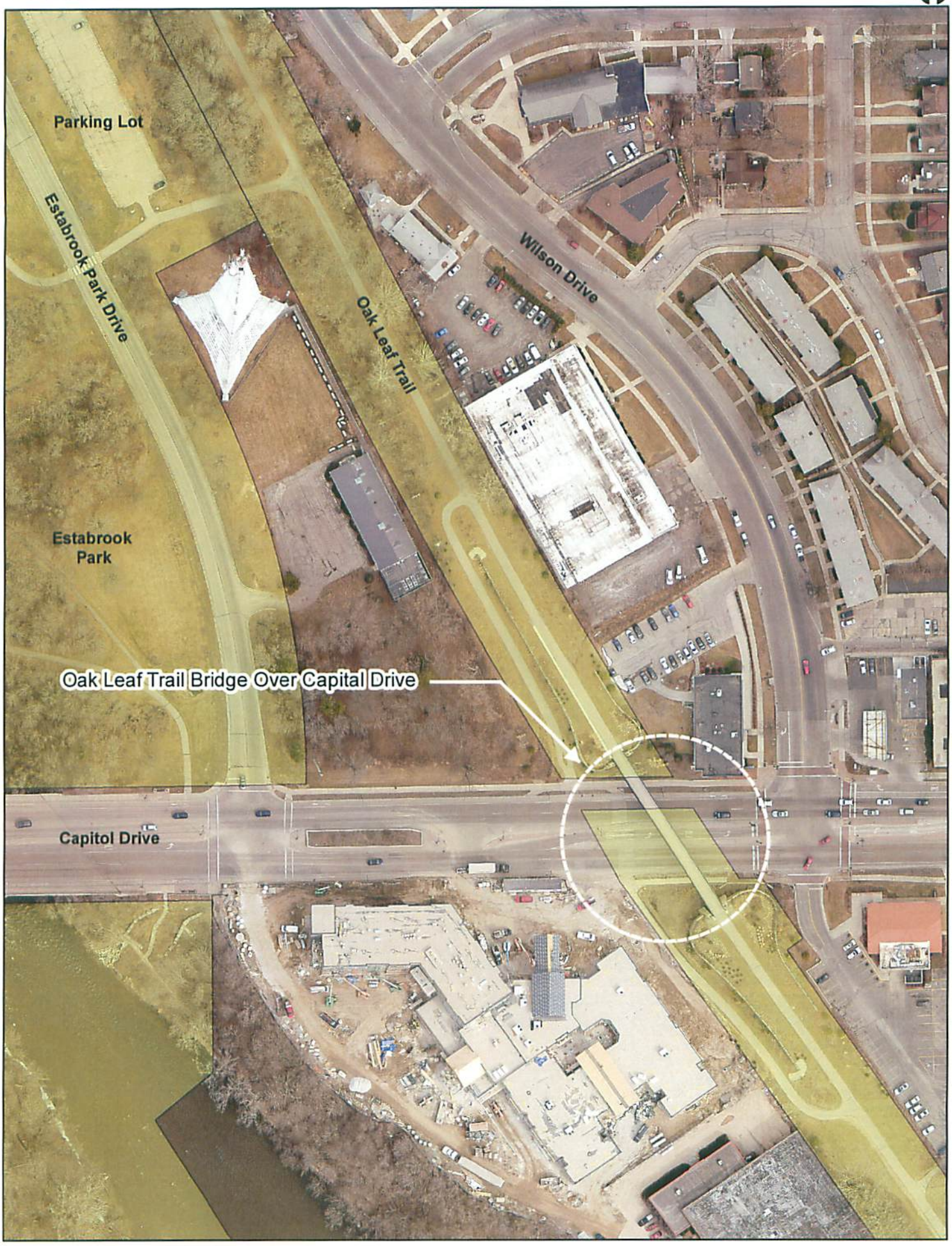
EXHIBIT A



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File No. 16-96

(ITEM) From the Director, Department of Parks, Recreation, and Culture, requesting authorization to execute a donation of artistic improvement agreement with the Village of Shorewood relative to enhancements of the Oak Leaf Trail Bridge, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Village of Shorewood (the Village) has a planned public art program for the community; and

WHEREAS, the Village Public Art Committee has several art pieces in place to date, both outside and within public buildings and is embarking on a new project for 2016; and

WHEREAS, the project will focus on nighttime lighting and is proposed to be located on the Oak Leaf Trail Bridge located on Capitol Drive; and

WHEREAS, the bridge, an architectural landmark in the community, was constructed in partnership with the State of Wisconsin, Milwaukee County (the County), and the Village; and

WHEREAS, because of the extensive landscaping and lighting design that was installed as part of the construction in 2011, the Village is responsible for all annual maintenance of the bridge soft-scape, including lighting; and

WHEREAS, the scope of this new public art project will enhance the bridge's architecture, both by creative lighting and historical recognition of the original railroad that traveled on it; and

WHEREAS, the Village Public Art Committee believes that the new addition to the bridge via public art will strengthen the economic vitality of Shorewood, the Riverworks, and River West areas of Milwaukee, while enhancing the experience of the walkers and bikers who utilize the newly expanded Oak Leaf Trail; and

WHEREAS, the Village has worked with the Wisconsin Department of Transportation, the County, and the City of Milwaukee to assure completion of this project with safety as a priority; and

WHEREAS, monies for the capital investment of the improvements will be raised through private funds; and

WHEREAS, as with the current bridge's lighting and landscaping, the Village will take full responsibility for required maintenance required of this project; and

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WHEREAS, the Committee on Parks, Energy, and Environment, at its meeting of January 26, 2016, recommended adoption of the Director's request (vote 6-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the Director, Department of Parks, Recreation, and Culture to accept the donation of artistic improvement agreement to the bridge located at the Oak Leaf Trail in the Village of Shorewood.

ars
1/26/16
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CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to:
Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse
Community Business Development Partners, 8th Floor City Campus

CONTRACT TYPE	
Professional Service - Operating	
Professional Service - Capital	
Purchase of Service	
Preliminary	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Parks, Recreation and Culture	900	9000

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
		X		

NAME OF VENDOR	ADDRESS
Village of Shorewood	3930 N. Murray Avenue Shorewood, WI 53211

TAX I.D. NO.	EFFECTIVE DATES: begin date	EFFECTIVE DATES: end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	04/01/16	N/A	N/A		N/A - Donation

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2016											N/A - Donation

PURPOSE OF CONTRACT

Milwaukee County Board of Supervisors, by virtue of adopting Resolution 16-96 on February 8, 2016 has authorized the Director of the Department of Parks, Recreation and Culture (DPRC) to accept the donation of artistic improvement (i.e. the "Ghost Train Art Light Sculpture" hereinafter referred to as "Ghost Train") to the bridge located on Capital Drive at the Oak Leaf Trail in the Village of Shorewood (the "Village"). This MOU is intended to protect County from any maintenance obligations we may have as a result of this donation.

Was County Board approval received prior to contract execution or contract amendment or extension?

[X] If YES, give County Board File No. 16-96 Date Approved 02/08/16

[ ] If NO, why is County Board approval not required? Less than $100,000.

Was Contract fully executed prior to work being performed (all signatures received)? [X] YES [ ] NO

Is Vendor a certified professional service DBE? [ ] YES [x] NO

Megan Haeger — 03/28/16 — Contracts and Projects Manager
Prepared By — Date — Title

Signature of County Administrator — 3/28/16 — Finance Manager
Date — Title

DocuSign Envelope ID: 28A9947C-F64F-4C58-966A-9A8D3F3E37C1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/8/2016

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
R&R Insurance Services Inc
1581 E Racine Avenue
PO Box 1610
Waukesha WI 53186

CONTACT NAME: Karlie Davis
PHONE (A/C, No, Ext): (262) 574-7000 FAX (A/C, No): (262) 574-7080
E-MAIL ADDRESS: karlie.davis@rrins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LWMMI	
INSURER B : United Heartland - LWMMI	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Village of Shorewood
3930 N Murray Ave
Shorewood WI 53211

COVERAGES CERTIFICATE NUMBER: 16/17 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			40181	1/1/2016	1/1/2017	EACH OCCURRENCE	$ 6,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 6,000,000
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			40181	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 6,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0900036793	1/1/2016	1/1/2017	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Milwaukee County is an Additional Insured for General & Auto Liability per end't #LWMMI-010. Work Comp Waiver of Subrogation applies.

CERTIFICATE HOLDER

Milwaukee County
Dept of Parks, Recreation & Culture
9480 Watertown Plank Rd
Wauwatosa, WI 53226

CANCELLATION

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

R Kalscheuer/C035 Richard J. Kalscheuer

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Certificate Of Completion

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Signatures: 7

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Milwaukee, WI 53233
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Signer Events	Signature	Timestamp
Amy Pechacek amy.pechacek@milwaukeecountywi.gov Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/25/2014 12:36:39 PM ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c	DocuSigned by: E454E4CA2D21452... Using IP Address: 204.194.251.5	Sent: 4/11/2016 11:19:10 AM Viewed: 4/13/2016 3:35:31 PM Signed: 4/13/2016 3:35:57 PM
Paul D. Kuglitsch corpcounselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DocuSigned by: Paul D. Kuglitsch 2BE87A71B2AE4E5... Using IP Address: 204.194.251.5	Sent: 4/13/2016 3:35:59 PM Viewed: 4/19/2016 9:03:22 AM Signed: 4/19/2016 9:04:11 AM
Scott B. Manske comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DocuSigned by: F7354A95DB0643E... Using IP Address: 204.194.251.5	Sent: 4/19/2016 9:04:13 AM Viewed: 4/20/2016 9:00:14 AM Signed: 4/20/2016 9:02:23 AM
John Dargle john.dargle@milwaukeecountywi.gov Department of Parks, Recreation and Culture - Director Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DocuSigned by: B44814D7B4E442A... Using IP Address: 204.194.251.5	Sent: 4/20/2016 9:02:25 AM Viewed: 4/22/2016 5:05:09 PM Signed: 4/22/2016 5:05:24 PM

Signer Events	Signature	Timestamp
Chris Abele cabele@milwcnty.com County Executive Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DocuSigned by: 2E560B33A2CC443 Using IP Address: 204.194.251.5	Sent: 4/22/2016 5:05:26 PM Viewed: 4/22/2016 5:10:49 PM Signed: 4/22/2016 5:12:09 PM
Paul D. Kuglitsch corpcounselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DocuSigned by: Paul D. Kuglitsch 2GE87A7182AE4E5 Using IP Address: 204.194.251.5	Sent: 4/22/2016 5:12:12 PM Viewed: 4/29/2016 8:15:02 AM Signed: 4/29/2016 8:15:29 AM
Chris Swartz cswartz@villageofshorewood.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/25/2015 12:20:44 PM ID: 988df7d6-d096-4bfe-8b29-de989435bb7a	DocuSigned by: Chris Swartz 0AF663A94BCF47A Using IP Address: 67.52.246.250	Sent: 4/29/2016 8:15:32 AM Viewed: 4/29/2016 11:04:42 AM Signed: 4/29/2016 11:05:38 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2016 8:15:32 AM
Certified Delivered	Security Checked	4/29/2016 11:04:42 AM
Signing Complete	Security Checked	4/29/2016 11:05:38 AM
Completed	Security Checked	4/29/2016 11:05:38 AM

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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