

AGENDA
CITY OF STURGEON BAY
LOCAL ARTS BOARD MEETING
Wednesday, May 12, 2021
Council Chambers, City Hall, 421 Michigan Street
12:00 P.M.

1. Roll Call
2. Adoption of the agenda
3. Review of Minutes from April 14, 2021
4. Chair's report
5. Public comment on agenda items
6. Discussion to continue on a revision of the Local Arts Board's organizational document to better address the current structure of the committee, and its direction/duties, and review of the Village of EH ordinances for their public art committee
7. Discussion and review of legal document drafts related to art acquisition and the development of a cultural roadmap
8. Consideration to approve 'Steve Haas' "Crosswind Approach" metal art sculpture, on loan, for placement at Stone Harbor
9. Consideration to change the scheduled starting time for this board's monthly meetings.
10. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR

Notice is hereby given that a majority of the Common Council may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of the Common Council does attend, this may constitute a meeting of the Common Council and is noticed as such, although the Common Council will not take any formal action at this meeting.

Notice is hereby given that if a quorum of one of the committees is not present, the committee with a quorum may meet and act upon the agenda subjects.

Local Arts Board Members:

Helen Bacon, Chair
Stephanie Trenchard
Claire Morkin
Margaret Lockwood
melaniejane

POSTED
11:00 A.M.
5/7/2021
PSQ

CITY OF STURGEON BAY
LOCAL ARTS BOARD MEETING
AMENDED

Wednesday, April 14, 2021
Council Chambers, City Hall, 421 Michigan Street
12:00 P.M.

A meeting of the Local Arts Board was called to order at 12:01 P.M. by Chairperson/Ald. Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were Ald. Helen Bacon, Laurel Hauser, Margaret Lockwood. Stephanie Trenchard was absent and Claire Morkin excused. Also present – Director of Municipal Services, Mike Barker, Municipal Services Secretary, Patty Quinn, and City Administrative Assistant, Suzanne Miller.

Adoption of the Agenda: Moved by Ms. Lockwood and seconded by Ms. Hauser to adopt the agenda.

1. Roll Call
2. Adoption of the agenda
3. Review of Minutes from March 10, 2021
4. Chair's report
5. Public comment on agenda items
6. Discussion on a revision of the Local Arts Board's organizational document originally dated March 3, 2019, to better address the current structure of the committee, and its direction/duties
7. Discussion and review of the Egg Harbor art acquisition documents
8. Discussion of any board member's new ideas for public art and the placement of art at Stone Harbor – Margaret Lockwood to present artwork by Steven Haas
9. Consideration to approve accepting donations for the Woolly Mammoth metal sculpture
10. Adjourn

All in favor. Carried.

Review of Minutes from March 10, 2021: Moved by Ms. Hauser and seconded by Ms. Lockwood to let minutes stand.

All in favor. Carried.

Chair's report: Chairperson/Ald. Bacon reported to this committee on any comments from the Joint Parks & Recreation Committee/Board's review of the Local Arts Board's minutes, at their meeting held March 24th.

Public comment on agenda items: Melanie Jane, 39 N. 1st Ave., volunteered her help on the Woolly Mammoth art project and the placement of any art at Stone Harbor. Amended - Let it be noted that she is not a part of the fundraising group.

Discussion on a revision of the Local Arts Board's organizational document originally dated March 3, 2019, to better address the current structure of the committee, and its direction/duties: Ald. Bacon distributed copies of the Sturgeon Bay Comprehensive Plan 2040. Ms. Miller white boarded suggested changes to Section 1, regarding the purpose of the board; and Section 2, regarding the composition of the board members and term length each shall serve, as well as maximum number of terms that can be served. Discussion on Section 3, Powers and Duties, to be continued at the next monthly meeting.

Discussion and review of the Egg Harbor art acquisition documents: Ms. Miller to review and possibly use in her drafts of agreements to be used by this board for art acquisition, loaning art work to the City, and other related documents. She will email drafts to the board members for their review but would then these would need to be shown to the City Attorney for final approval, before they could be utilized.

Discussion of any new board member's ideas for public art and the placement of art at Stone Harbor – Margaret Lockwood to present artwork by Steven Haas: Ms. Lockwood provided pictures of several works of art by Mr. Haas. The artist is willing to loan the City one of the pieces but we're competing against another city that had paid the artist a stipend. Details and possible dimensions were discussed if placed at Stone Harbor and the board would need to complete evaluations on a piece most favored and referred to as the "Pelican". Further discussion to take place at the next Local Arts Board meeting.

Consideration to approve accepting donations for the Woolly Mammoth metal sculpture: Motion to approve made by Ms. Lockwood and seconded by Ms. Hauser.

All in favor. Carried.

Items for next month's agenda:

- Further discussion on a revision of the Local Arts Board's organizational document originally to better address the current structure of the committee, and its direction/duties.
- Review of drafts of various legal documents being prepared by City Hall for all art acquisitions.
- Possible consideration to approve a loaned piece of metal art sculpture by Steven Haas' Pelican.
- Possible consideration to approve the payment of stipends to artists wishing to loan artwork to the City.
- Discussion on the drafting of a cultural roadmap for the board that would be applicable to what this group is doing, using other municipalities' guidelines as resources.

Next Meeting Date: Wednesday, May 12, 2021 @ 12:00 P.M. – Council Chambers, City Hall.

Motion to adjourn by Ald. Bacon and seconded by Ms. Hauser. All in favor. Carried. Meeting adjourned at 1:03 P.M.

Respectfully submitted,



Patricia S. Quinn
Municipal Services Secretary

1.166 - Local arts board.

6

- (1) *Purpose.* This section is intended to ensure the cultural and artistic enrichment and diversity to enhance the quality of life within the city, and to provide a structure within which opportunities for cultural and artistic proposals involving public lands, buildings, funding, or other related resources may be considered.
- (2) *Created; membership.*
 - (a) The local arts board of the City of Sturgeon Bay is hereby created.
 - (b) The local arts board will be appointed by the mayor subject to common council confirmation. It will be composed of representatives from the following constituencies:
 1. One member from the park and recreation board.
 2. One representative who is a professional planner, architect, or engineer.
 3. Three representatives of the local arts community to include: visual, performing and language arts, and one representative from the Miller Art Museum.
 - (c) Of the initial members so appointed, one shall serve a term of one year, and two shall serve a term of three years. Thereafter, the term for each member shall be three years.
- (3) *Powers and duties.*
 - (a) The local arts board shall act in an advisory capacity for any works of art or artifacts proposed to be placed upon city property. Said items shall be submitted to the local arts board by the park and recreation committee and the local arts board shall make recommendation back to the park and recreation committee regarding:
 1. The appropriateness of the work of art proposed to be located on municipally owned property.
 2. The location for the placement of the art proposed to be located on municipally owned property.
 - (b) The local arts board shall serve in a design review capacity, upon referral by the park and recreation committee, for architectural structures placed on city property when the primary purpose of the structure is for cultural expression.
 - (c) The local arts board shall act upon any other similar or related request the park and recreation committee may delegate as it relates to the committee's expressed purpose under subsection (1).

(Ord. No. 1008-0898, § 1, 8-4-98; Ord. No. 1353-0119, § 1, 1-3-19)

1.166 - Local arts board.

- 1) *Purpose.* This section is intended to promote cultural and artistic enrichment and diversity to enhance the experience of City residents and visitors, and to provide the opportunity for cultural and artistic proposals involving public spaces, buildings, funding, or other related resources to be considered. Cultural and artistic proposals may include, but are not limited to, music, dance, creative writing, visual art, performance art, installation, photography, theater, film, arts education and craftsmanship.
- 2) *Created; membership.*
 - a) The local arts board of the City of Sturgeon Bay is hereby created.
 - b) The local arts board will be appointed by the mayor subject to common council confirmation. It will be composed of representatives from the following constituencies:
 - (1) One elected member/Alder from the board of parks and recreation.
 - (2) Four representatives of the local arts community to include artists and/or local arts community members.
 - c) The term for each member shall be three years.
 - d) Member's service shall be limited to three consecutive three-year terms. Members may be asked to serve again after being off the Board for one term (3 years).
- 3) *Powers and duties.*
 - a) The local arts board shall act in an advisory capacity for any works of art or artifacts proposed to be placed upon city property. Said items may be submitted directly to the local arts board or submitted to the local arts board via the park and recreation committee. The local arts board shall, after discussion and consideration, make recommendations back to the park and recreation committee regarding:
 - (1) The appropriateness of the work of art proposed to be located on municipally owned property.
 - (2) The location for the placement of the art proposed to be located on municipally owned property.
 - b) The local arts board shall serve in a design review capacity, upon referral by the park and recreation committee, for architectural structures placed on city property when the primary purpose of the structure is for cultural expression.
 - c) The local arts board shall act upon any other similar or related request the park and recreation committee may delegate as it relates to the committee's expressed purpose under subsection (1).

(Ord. No. 1008-0898, § 1, 8-4-98; Ord. No. 1353-0119, § 1, 1-3-19)

VILLAGE OF EGG HARBOR

ORDINANCE NO. 2010-01

THE VILLAGE BOARD OF THE VILLAGE OF EGG HARBOR DOES ORDAIN TO AMEND THE VILLAGE OF EGG HARBOR MUNICIPAL CODE CHAPTER 32, ADDING SECTION 32.30 PUBLIC ART COMMITTEE

§32.30 Public Art Committee

Public Art Committee

- (1) The Committee shall be appointed by the President, confirmed by the Board and shall consist of five (5) members. There shall be at least one (1) artist on the committee, one Board Member, one representative from the Public Works Committee and two (2) community representatives. Residency in the Village of Egg Harbor is not required. The terms shall be two (2) years, except that initially the term of two members shall expire after one (1) year to stagger the terms.
 - (2) This is a volunteer advisory committee to advise Board, staff, artists, developers and others on the implementation of the Public Art Program, and on public art matters generally.
- (a) **Definitions**
- (1) Public Art. Art work intended for placement or installation at indoor and outdoor areas of public use.
 - (2) Gifts. An existing or proposed work of art offered as a donation to the Village for placement at a public site.
 - (3) Sponsor. An individual or group, other than the artist, who proposes a work of art for placement on a public site and assumes the financial responsibility for producing and installing the work of art.
- (b) **Acceptance Conditions.**
- (1) The Village will consider gifts of works of art for placement at a public site on the understanding that no Village funds will be required for production, siting or installation of the work, except when the Village itself acts as a sponsor or co-sponsor.
 - (2) To be considered for acceptance by the Village, a work of art must have a sponsor or co-sponsor who will present the proposal and, when necessary, be responsible for raising the necessary funds or providing the funds, in accordance with the budget presented to the Public Art Committee (see Acquisition Procedures).
 - (3) The Village will consider the following types of proposals for works of art intended for placement at a public site:
 - a. A sponsor's offer of an already completed work of art.
 - b. A sponsor's offer to commission an art work by a specific artist or artists.
 - c. A sponsor's offer to commission an art work by means of a public art competition.

(c) Selection Criteria.

- (1) **Relevance.** Appropriateness of the work of art to the proposed site and its surroundings, including considerations of architecture, location, history and the nature of the surrounding neighborhood in which the art will be placed.
- (2) **Artistic Excellence.** Quality of the artist's concept. Does it merit placement in a public place? Assessment of artist's ability and potential to execute the proposed work, based on previous artistic achievement and experience, or, in the case of an existing work of art, the quality of the executed work.
- (3) **Physical Durability.** What is the art work's long-term durability against theft, vandalism and weather? Will it require expensive maintenance? Is a conservator's report and estimate of maintenance costs required before a decision is made?
- (4) **Public Safety.** All proposals must address issues of public safety and all will be reviewed by the Village Engineer.
- (5) **Costs.** Consideration will be given to all costs of the proposal, including production, acquisition, siting, installation, documentation, and maintenance.
- (6) **Authenticity.** Consideration will be given to the work's terms of donation, legal title, authenticity, and other issues as appropriate.

(d) Acquisition Procedures.

- (1) All offers of art work proposed for sites under Village jurisdiction must first be received by the Public Art Committee, which is responsible for reviewing proposals and reporting its recommendations to the Village Board.
- (2) The Village Administrator will inform the sponsor and artist(s) about the criteria, conditions and procedures governing the acceptance of gifts of public art.
- (3) In all cases, the sponsor will be asked to submit to the Public Art Committee prior to its consideration of the proposal:
 - a. A brief statement of purpose from the artist.
 - b. Drawing(s) and/or photograph(s) and/or model(s) of the proposed work with scale and materials indicated.
 - c. A plan showing the work in relation to the site.
 - d. A visual projection of the work on the proposed site(s).
 - e. A budget, with projected costs for the project.
 - f. Funds committed to date, and proposed source(s) of funds.
 - g. Artist's resume and any additional supporting material.
- (4) If the Committee recommends against accepting the proposal, it will notify the sponsor and the artist in writing. It will also advise the Village Board of its recommendation.
- (5) If the proposal is accepted by the Village Board, a formal agreement will be drawn up outlining the responsibilities of each party (the Village, the sponsor(s), the artist(s) and outside contractor(s), where applicable). The agreement will address project funding, fabrication, siting, installation, maintenance, transfer of title, artist's rights, public education costs, project supervision, the identification plaque and other issues as necessary.
- (6) Where possible, the artist will be consulted before any modification to the site that significantly affects the intent of the work, or any alteration of the work, is

undertaken.

- (7) The completed and installed work of art will be registered in the Village's Public Art Registry, together with the artist's statement of purpose and other information as appropriate.

(c) **Appeal Policy.**

All sponsors or artists who believe that the consideration of their proposal was procedurally unfair, unreasonable or inadequate may appeal the Committee's recommendation rejecting the proposed gift. No appeals can be based on the grounds of the Committee's aesthetic evaluation of an existing or proposed work.

(f) **Appeal Procedure.**

The sponsor or artist may seek a review of the Committee's decision by the Village Board within thirty (30) days of the Committee's decision. If the sponsor or artist wishes to appeal the decision by the Village Board, the sponsor and/or artist may submit a formal certiorari review request to the circuit court within thirty (30) days of the Board's final decision.

Passed and approved by the Village Board of Trustees at its regular meeting on the 12th day of April, 2010.

This ordinance shall take effect after its passage on the day after its publication.

VILLAGE OF EGG HARBOR

By: N.A.F.
Nancy A. Fisher, President

Attest: P.C.G.
Patricia C. Gureski, Clerk-Treasurer

Published this _____ day of _____ 2010.

**Public Arts Initiative of Egg Harbor, WI hereinafter
CELEBRATE SCULPTURE AGREEMENT**

PAI

Whereas the PAI, and businesses of the Village of Egg Harbor are interested in promoting and displaying pieces of art within the Village, and
Whereas they find it desirable to enter into an agreement with an Artist / Gallery for the purpose of placing pieces of art upon their premises.

The purpose of this agreement is to explain the relationship between the PAI, business, and the Artist / Gallery.

This agreement was made between the PAI, the Business, _____, and _____, Artist/ Gallery.

Responsibilities of the Business/ Village

1. The Business/Village will provide a space on their premises for the purpose of displaying suitable pieces of art.
2. The Business/Village will provide (if not so covered elsewhere) property insurance in an amount equal to the agreed upon value of the piece. Pieces will be well kept and will not be allowed to accumulate debris on the piece.

Responsibilities of the Artist / Gallery

1. The Artist / Gallery warrants that the piece is original and that they have rights to the piece by either ownership or consent of the artist.
2. Packing and shipping expenses and risk of loss incurred in delivery of works of art to the site shall be their responsibility. They shall be responsible for expenses associated with the return of the work(s) to them at the conclusion of this agreement. If the piece is not removed within one year of the conclusion of this agreement the piece becomes the property of the PAI to either continue to display or dispose of however it sees fit.
3. During the term of this agreement the piece will be insured for an agreed upon value of _____ dollars.
4. The Artist / Gallery retains the right to copy or reproduce works on display and retain all copyrights. They do consent to allow the Village and the PAI to photograph and reproduce images of the art for purposes of creating promotional materials, brochures, if in each instance proper credit is given for the name of the piece, the creator of the piece, and who is allowing the piece to be displayed.

Responsibilities of the PAI

1. Pieces will be sold through the PAI or the Gallery displaying the work.
2. Each piece must be listed for sale. If piece is sold it can be immediately removed and delivered to customer. The gallery would be responsible for replacing the work within 3 weeks.
3. Commissions: Should the piece be sold by the PAI in the case of an individual artist, the PAI will receive a commission equal to 30% of the total sale value. If sold through the participating Gallery, the gallery agrees to share _____ of its commission with the PAI. The Artist will receive payment equal to the remaining value.
4. The PAI will market and represent the piece in a manner consistent with standards of the industry.
5. A negotiable lease fee of 7-12% of retail value will be paid to the gallery each year the piece is installed. The lease fee would be reimbursed to PAI if the piece sells and then 25% would go to PAI.
6. A "no lease fee" lease may also be chosen. In this case no lease fee would be paid to the gallery. In exchange for this lower cost, PAI would accept a lower commission of 12.5% when the sculpture sells.
7. Each piece must be listed for sale. If piece is sold it can be immediately be removed and delivered to customer. The gallery would be responsible for replacing the work within 3 weeks.
8. The length of time for each piece to be on display can be

negotiated to be a one year or two-year term

Miscellaneous Terms and Conditions

1. This agreement represents the entire agreement between parties. If any party to the Agreement is held to be illegal or unenforceable, such holdings will not affect the validity of the balance of the Agreement.
2. The terms of this Agreement are (from installation) _____ through (sometime in October)
3. Title to the work(s) of art shall remain with the Artis until sold or this agreement expires.

This agreement is entered into this (Day) of (month) of (year)

For the Business of Egg Harbor

(signature) _____

For the PAI

(signature) _____

For the Artist / Gallery

7,8



Local Arts Board, City of Sturgeon Bay, WI
**ART LOAN AGREEMENT for
Crosswind Approach / Pelican by Steven Haas**

WHEREAS the City of Sturgeon Bay is a municipal corporation organized under Chapter 66 of the Wisconsin Statutes, hereinafter referred to as the "City"; and

WHEREAS the City recognizes that arts and culture make a strong contribution to the image and vitality of the community and, therefore, the City supports opportunities for art and culture to enhance and enrich the quality of life for Sturgeon Bay residents and guests; and

WHEREAS the City is driven to encourage Public Art that respects our past and embraces the future, supporting all members and facets of the community, and is intent on promoting and displaying pieces of art within the City; and

WHEREAS the City finds it desirable to enter into an agreement, hereinafter referred to as "Agreement", with Steven Haas, hereinafter referred to as "Artist", for the purpose of placing *Crosswind Approach*, a piece of original art hereinafter referred to as "Art Piece", in/on public space. The purpose of this Agreement is to explain and define the relationship between the City and the Artist.

This Agreement was made between the City of Sturgeon Bay, 421 Michigan Street, Sturgeon Bay, Wisconsin 54235 and the Artist, Steven Haas, 2611 East Shore Drive, Green Bay, Wisconsin 54302. The City of Sturgeon Bay and Steven Haas are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

Responsibilities of the City of Sturgeon Bay:

1. **Installation Site.** The City will provide a space within the City's public space for the purpose of displaying the Art Piece. The Art Piece will be installed in the City's existing planting/display space on the East Waterfront Promenade at Stone Harbor Resort.
2. **Property Insurance.** The City will provide (if not so covered elsewhere) property insurance in an amount equal to the agreed upon value of the Art Piece. The Art Piece will be well kept by the City and be given sufficient care to protect it against loss, damage, and/or deterioration. The value of the Art Piece as agreed upon by the Artist and the City is \$8,500.

3. **Loan Period.** The Artist and the City have agreed upon a two (2)-year loan period for the Art Piece during which the Artist guarantees the Art Piece will not be removed from the site during first twelve months should it be sold. See: *Responsibilities of the Artist, #4 List for Sale*, below.
4. **Site Preparation.** Site preparation for the Art Piece will be performed in collaboration with the Artist by The City of Sturgeon Bay's Municipal Services Department at the City's expense.
5. **Delivery/Installation Agreement.** By mutual agreement of the Artist and the City of Sturgeon Bay's Municipal Services Department, Municipal Services will pack for transport, deliver to installation site, and install the Art Piece at the City's expense. Installation site will be as per *Responsibilities of the City of Sturgeon Bay, #1 Installation Site*, above. The risk of loss incurred in the transport/delivery/installation process is the responsibility of the City.
6. **Return Agreement.** By mutual agreement of the Artist and the City of Sturgeon Bay's Municipal Services Department, Municipal Services will remove the Art Piece, pack it for transport, and deliver it to the Artist at its original location, 2611 East Shore Drive, Green Bay, WI, at the City's expense at the end of the Agreement or should the City choose to terminate the Agreement. See *Miscellaneous Terms and Conditions, #5 Termination*, below. The risk of loss incurred in the removal/delivery process for return to the Artist is the responsibility of the City. This Return Agreement does not apply if the Art Piece is sold while the Agreement is in effect. See *Responsibilities of the Artist, #4 List for Sale*, below. Nor does this Return Agreement apply if the Artist terminates the Agreement. See *Miscellaneous Terms and Conditions, #5 Termination*, below.
7. **Incoming Condition Report.** When packing and shipping/delivery is the responsibility of the Artist or a third-party engaged to do so by the Artist, an Incoming Condition Report will be completed by the City at the time of installation when the Art Piece is unpacked. When packing and shipping/delivery is the responsibility of the City or a third-party engaged to do so by the City, an Incoming Condition Report will be completed by the City at the time the piece is packed for shipping/delivery. See *Loaned Art Piece Incoming/Outgoing Condition Report* (attached). The City shall provide a copy of the Incoming Condition Report to the Artist at the time it is completed (See *Miscellaneous Terms and Conditions, #5 Notice*, below).
8. **Outgoing Condition Report.** An Outgoing Condition Report will be completed by the City at the time of removal and prior to packing for return regardless of which Party is responsible for packing and shipping/delivery. See *Loaned Art Piece Incoming/Outgoing Condition Report* (attached). The City shall provide a copy of the Outgoing Condition Report to the Artist at the time it is completed (See *Miscellaneous Terms and Conditions, #5 Notice*, below).
9. **Label.** The Art Piece label shall be provided by the City. The dimensions of the label will not exceed 8"x10". The label will be approved by the City's Director of Municipal

Services and include the information provided by the Artist per *Responsibilities of the Artist, #3 Label*, below.

Responsibilities of the Artist.

1. **Original Piece/Ownership:** Artist warrants that the piece is original and that he has rights to the piece by ownership.
2. **Copyright/Right to Reproduce.** Artist retains the right to copy or reproduce works on display and retain all copyrights. Artist gives consent for the City to photograph and reproduce images of the art for purposes of creating promotional materials, brochures, etc. if in each instance proper credit is given for the name of the piece, the creator of the piece/Artist, and that Artist is allowing the piece to be displayed.
3. **Label.** The Artist will provide the information requested in the chart below to the City for inclusion on the label prior to execution of this Agreement. The label will be approved by the City's Director of Municipal Services and include the following:

| | |
|------------------------------|------------------------------|
| Title: | Crosswind Approach / Pelican |
| Artist: | Steven Haas |
| Medium: | Aluminum |
| Year Created: | |
| Dimensions: | 8'3" x 6'6" |
| Collection/Ownership: | |
| Price | \$8,500 |
| Other | |

4. **List for Sale.** The Art Piece may be listed for sale by the Artist. If the Art Piece is sold within the first twelve months of execution of this Agreement, the Artist agrees to leave the Art Piece in place until the end of month twelve of the Agreement. If the Art Piece is sold during the second twelve months of the Agreement, it can be immediately removed by the Artist, packed, and shipped to the Artist or buyer at the Artist's expense. The Artist retains the option to propose a replacement piece within three (3) weeks of the removal should the Art Piece be sold. The replacement piece is subject to approval by the Local Arts Board, City of Sturgeon Bay, WI.
5. **Removal upon Sale.** Should the piece be sold while the Agreement is in effect, the method of and responsibility and expense for removal from site, packing, and shipping/delivery of the Art Piece shall be the responsibility of the Artist. The risk of loss incurred in the removal/delivery process for return to the Artist or delivery to buyer is the responsibility of the Artist.
6. **Commission.** Should the piece be sold by the Artist while displayed on City of Sturgeon Bay public space, the City will receive a commission equal to 5% of the total sale value.

Miscellaneous Terms and Conditions:

1. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties related to the matters specified herein. If any provision of the Agreement is held to be illegal or unenforceable for any reason, such holding will not affect the validity of the balance of the Agreement.
2. **Term of Agreement.** The terms of the Agreement are from _____, 20, through _____ 20__.
3. **Title.** Title to the Art Piece shall remain with the Artist until the Art Piece is sold or returned, or until this Agreement expires.
4. **Termination.** Either Party may cancel this Agreement provided a ninety (90) day written notice is given to the other Party. If the Agreement is canceled by the Artist, the method of and responsibility and expense for removal from site, packing, and shipping/delivery of the Art Piece shall be the responsibility of the Artist. If the Agreement is cancelled by the City, Municipal Services will remove the Art Piece, pack it for transport, and deliver it to the Artist at its original location, 2611 East Shore Drive, Green Bay, WI, at the City's expense.
5. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by email, and such notices shall be addressed as follows:

If to Artist: Steven Haas
2611 East Shore Drive
Green Bay, Wisconsin 54302
Email:
If to City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attention: Josh VanLieshout
jvanlieshout@sturgeonbaywi.org

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

6. **Hold Harmless.**
 - a. The Artist desires to hold the City, its council members, officers, employees and agents, harmless from any and all claims, and/or litigation (including all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, arising from the Art Piece being displayed by the City.
 - b. The City desires to hold the Artist harmless from any and all claims, and/or litigation (including all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, arising from the Art Piece being displayed by the City.

This Agreement is entered into this Day of Month of Year.

For the City of Sturgeon Bay:

Date:

Mayor, David J. Ward

The Artist:

Date:

Steven Haas

FINAL DRAFT



Local Arts Board, City of Sturgeon Bay, WI

LOANED ART PIECE INCOMING/OUTGOING CONDITION REPORT

For City use only:

INCOMING CONDITION REPORT

Signature:

Date:

OUTGOING CONDITION REPORT

Signature:

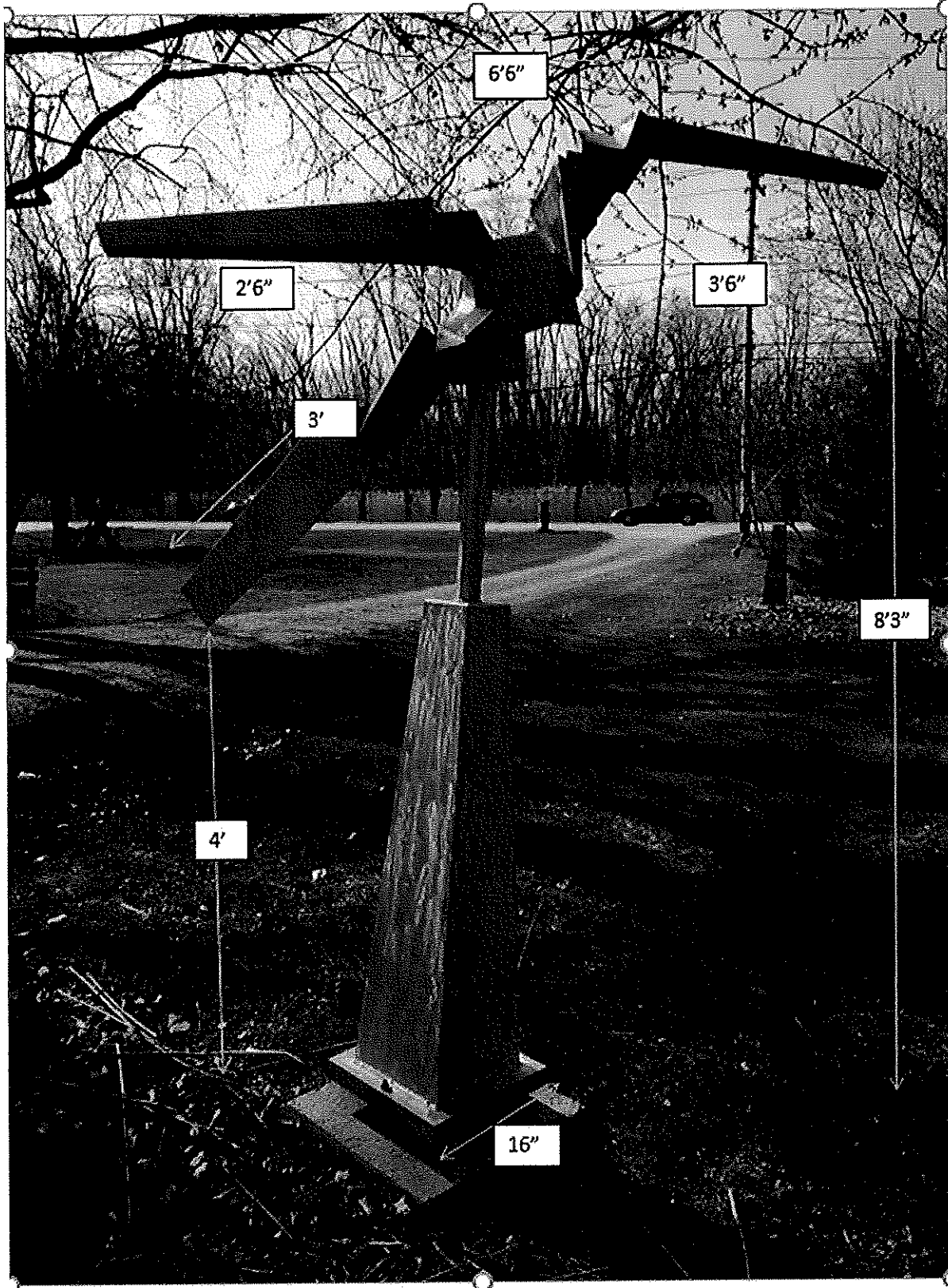
Date:

Resources for Evaluation of Crosswinds Approach and Artist Steven Haas



Crosswind Approach / Pelican
Steven Haas
Aluminum

From Artist Steven Haas's website. Go to Gallery at <https://www.stevenhaasmobiles.com/index.php> for more.



Crosswind Approach Dimensions

Steve Haas

Statement

Mobiles cross many lines, appealing to art lovers and many non-art lovers. They sometimes fascinate people at a technical level and others with graceful movement or the challenge of precise balance. In a public setting my work employs a volume of otherwise empty space and pulls it into focus with a changing reaction to light, gentle motion and challenges the viewer with an unusual combination of simplicity and complexity.

I have been fascinated by the mobile since being assigned to produce one as senior in high school with Alexander Calder as the reference. I made mobiles casually for about fifteen years with a concept for a new approach percolating in my head. In the mid 80's, tools were acquired to make other tools of my own design that allowed me to explore this idea. Naturally it took off in unexpected directions and what I call the "integrated mobile" developed. The metal is cut, finished and balanced by my hand and not using high tech, industrial equipment as is often assumed.

What sets the integrated mobile apart is the use of cut forms of aluminum incorporating all elements of the lever in one object as opposed to what I call shapes on shafts. This approach gives this style a different look that I believe to be unique and also allowed mobiles with representational as well as non representational imagery.

The mobiles I produce are very light given the size and are easily driven by air currents and require no power.

The materials used are 6061-T6 aluminum for light weight and strength. Hand turned 308 stainless steel rings are used as connections. Heavy fish line is used for residential scale projects with stainless steel rod or cable used for pieces on public display. An industrial grade thrust bearing is used for rotation.

Finishes are often a mechanically, hand applied texture. When color is desired on large projects, a powder coating process is used. A combination of texture and color is also very attractive. The change of the surface appearance in different light is striking as the mobile moves and the angles change.

Statement by Steven Haas from **Gallery of Wisconsin Art** website:

(<https://galleryofwisconsinart.com/artist-works.php?artistId=290871&artist=Steve%20Haas>)

To see videos of Steven Hass's mobiles from the **Margaret Lockwood Gallery** Facebook page:

(<https://www.facebook.com/MargaretLockwoodGallery/videos/the-art-of-steven-haas-textured-aluminum-mobiles-dancing-in-the-breeze-and-glitt/1986428944724469/>)

To see videos of Steven Hass's sculptures and mobiles from his website:

(<https://www.stevenhaasmobiles.com/index.php/videos>)