



Wauwatosa, WI

Tourism Commission

Meeting Agenda

7725 W. North Avenue
Wauwatosa, WI 53213

Wednesday, November 13, 2024

12:00 PM

Committee Room #2 and Zoom:
<https://servetosa.zoom.us/j/87081279202>,
Meeting ID 870 8127 9202

Regular Meeting

HYBRID MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Review and approval of minutes from 9-11-24 meeting [24-1583](#)

NEW BUSINESS

1. Motion to approve the Newaukee contract to execute ART 64 2025 as a sole source provision [24-1584](#)
2. Request for Funding to Support Electrical Installation as Part of the Thomas Dambo Sculpture at Firefly Grove Park [24-1529](#)
3. Request the Commission to assist with securing sponsors and installation support for the Thomas Dambo sculpture [24-1585](#)

ADJOURNMENT

NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to tclerk@wauwatosa.net, with as much advance notice as possible.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-1583

Agenda Date: 11/13/2024

Agenda #: 1.

Review and approval of minutes from 9-11-24 meeting



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-1584

Agenda Date: 11/13/2024

Agenda #: 1.

Motion to approve the Newaukee contract to execute ART 64 2025 as a sole source provision

Recommendation: Motion to approve the Newaukee contract to execute ART 64 2025 as a sole source provision. The contract reflects the dollar amount included in the 2025 Tourism Budget approved by the Commission on 9-11-24



2025 Scope of Work, Terms & Conditions

Program Overview

Art64 is a two-day, interactive performance painting bracket-style tournament taking place in the Village of Wauwatosa, highlighting diverse, nationwide artists and local businesses. Attendees will vote for which artists advance to the next round via art64tosa.com. The winning artist will receive \$20,000! The program aims to achieve the following:

- To enhance the national brand and social connectivity of the city of Wauwatosa.
- To increase the daytime and overnight tourism of the city of Wauwatosa.
- To support local artists and grow a base of art enthusiasts through a non-traditional, approachable and relaxed art experience.

Tournament Schedule

Friday, June 6th - 5 - 8pm:

- **Round One:** 64 contestants in 32 matches - Non-advancing participants receive \$100

Saturday, June 7th - 10am - 5pm:

- **Round Two:** 32 contestants in 16 matches - Non-advancing participants receive \$250
- **Round Three:** 16 contestants in final head to head match - Non-advancing participants receive \$750, finalist receives \$20,000

Project Timeline

| | |
|------------------|--|
| November 2024 | Update website, application, rules & regulations Prepare campaign materials Fundraise for sponsorship dollars |
| January 2025 | Launch artist application campaign |
| February 2025 | Artist selection Begin Event Planning Process |
| March - May 2025 | Event Production & Promotion |
| June 6 -7, 2025 | Host Event |
| June 30, 2025 | All artwork sales finalize Final artist & city payments remitted Final recap video & materials delivered to client |

Proposed Event Budget

| | |
|--|-----------------|
| Event Logistics: | \$25,000 |
| <ul style="list-style-type: none">• <i>Infrastructure rental: tents, tables, chairs, easels, porta potties</i>• <i>Audio visual rental</i>• <i>Printed materials & signage</i>• <i>Tosa Cares Donation</i>• <i>Street team</i> | |
| Artist Supplies: | \$5,000 |
| <ul style="list-style-type: none">• <i>Canvases, display boards, countdown clock, etc</i> | |
| Entertainment & Performances: | \$15,000 |
| <ul style="list-style-type: none">• <i>Musicians, street performers, MC, etc</i> | |
| Promotional Advertisements: | \$3,000 |
| <ul style="list-style-type: none">• <i>OnMilwaukee ads, Meta ads, etc (for the artist call only!)</i> | |
| Voting Software | \$5,000 |
| <ul style="list-style-type: none">• <i>Collection & collation of participant votes</i> | |

Artwork Auction Software **\$5,000**

- *Artwork sales for 2022-2025 artworks & swag*

Artist Prizes **\$38,450**

- *(32) \$100; (16) \$250; (15) \$750; (1) 20,000 prizes*

NEWaukee Project Management **\$45,000***

- Experience design, event planning & production - including day of event staff
- Content & materials development - including social media ad management for call for artists, photos & video
- Project management - including website & applications management
- Fundraising - including development of fundraising materials, target list & outreach

TOTAL **\$141,450****

**10% of all funds raised in the sponsorship fundraising will go to NEWaukee to compensate for fundraising efforts outlaid. The final project budget will be determined by the project team in conjunction with the City of Wauwatosa pending sponsorship dollars raised. The City of Wauwatosa agrees to compensate NEWaukee for fundraising sponsorship dollars with a commission of 10% of all secured funds.*

***NEWaukee has already secured a \$10,000 title sponsorship for 2025, so the cost incurred by the City of Wauwatosa would be \$131,450. All additional sponsorship funding would go to enhancing the artist prizes & event experience beyond this initial budget.*

Services, Deliverables and Payment

Clever Sauce Creative, LLC (dba NEWaukee) shall provide the services described above, for the City of Wauwatosa between November 1, 2024 and June 30, 2025.

Ownership

All work of Clever Sauce Creative, LLC (dba NEWaukee), including but not limited to print copy, audio copy, audio and video tapes, any and all lists and data files developed or created, themes, designs, slogans, and any and all other creative products of Clever Sauce Creative, LLC (dba NEWaukee), its agents, subcontractors and employees, are and shall be the property of Clever Sauce Creative, LLC (dba NEWaukee). Notwithstanding the foregoing, Clever Sauce Creative, LLC (dba NEWaukee) may use materials produced under the Contract

as examples of Clever Sauce Creative, LLC (dba NEWaukee)'s work listed on Clever Sauce Creative, LLC (dba NEWaukee)'s webpage and/or marketing materials. This includes non-confidential materials such as videos and social media content.

Compensation

The City of Wauwatosa shall pay Clever Sauce Creative, LLC a total of one hundred twenty two thousand six hundred dollars (\$131,450.00) for its services described. An initial payment of one thousand four hundred fifty dollars (\$1,450.00) will be invoiced upon the execution of this agreement and will be paid within thirty (30) days of receipt. On January 1, 2025, an invoice will be remitted for forty thousand dollars (\$40,000.00) and will be paid within thirty (30) days of receipt. On March 1, 2025, an invoice will be remitted for forty thousand dollars (\$40,000.00) and will be paid within thirty (30) days of receipt. On May 1, 2025, a final invoice will be remitted for fifty thousand dollars (\$50,000.00) or the balance of the new project budget pending the total of sponsorship dollars secured prior to that point and will be paid within thirty (30) days of receipt.

City of Wauwatosa

GENERAL TERMS AND CONDITIONS for attachment to Purchase Order (# _____) for:
Professional Services for: ART64 ("Contractor Services")
Provided by: Clever Sauce Creative, LLC dba NEWaukee ("Contractor")
Address: 3155 S Howell Avenue Milwaukee, Wi 53207

These GENERAL TERMS AND CONDITIONS are intended to apply as an appendix to the Purchase Order for Professional Services to be provided by the Contractor and to which these GENERAL TERMS AND CONDITIONS are attached, and shall apply to said transaction as though fully set forth therein.

1. INDEPENDENT CONTRACTOR. Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth in the City's Request for Proposal dated N/A and the Contractor hereby accepts such engagement.

2. DUTIES, TERM, and COMPENSATION. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the Proposal previously provided to the City by the Contractor and which is attached to and included with this Purchase Order, which may be amended in writing from time to time, or supplemented

with subsequent estimates for additional services to be rendered by the Contractor and agreed to by the City, and which collectively are hereby incorporated by reference.

3. EXPENSES. During the term of this Agreement, the Contractor shall bill and the City shall reimburse the Contractor for all reasonable and approved out of pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, unless otherwise stated in the Proposal, expenses for the time spent by the Contractor in traveling to and from the facilities shall not be reimbursable.

4. CONFLICTS OF INTEREST. The Contractor represents that they are free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering their duties shall not utilize any discovery, development, improvement, innovation, or trade secret in which they do not have a proprietary interest. During the term of this Agreement, the Contractor shall devote as much of their productive time, energy and abilities to the performance of Contractor's duties here under as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing professional services for the City.

5. TERMINATION. Unless otherwise stated in the RFP or Proposal, the City may terminate this Agreement at any time by providing thirty (30) days written notice to the Consultant. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

6. INTELLECTUAL PROPERTY. Any and all intellectual property created or invented by Contractor in performance of this contract shall become the property of the City, along with any associated rights appertaining thereto.

7. PUBLIC RECORDS. Contractor understands that, as this is a contract for professional Services provided to a public agency in the State of Wisconsin, all records and documents associated with or created as part of the performance of this contract are subject to compliance with the Wisconsin Public Records Law, which requires that records be maintained in an accessible format, and in appropriate circumstances, such documents may be required to be released upon request by a member of the public. Contractor agrees

that any records it maintains on behalf of the City shall be maintained and shall be made available upon request as required by the Wisconsin Public Records Law.

8. INSURANCE. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all time during the performance of the Work, adequate Liability, Property Damage and Worker's Compensation Insurance. Certificates verifying this coverage, any required endorsements (including errors and omissions), and the amounts indicated shall be furnished to the City before work commences on this project.

All policies for insurance must be endorsed to contain a provision giving the City at least ten (10) days prior written notice of any cancellation of the policy or material change in coverage.

(a) Worker's Compensation Insurance: Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Contractor and his subcontractors.

(b) Comprehensive General Liability and Property Damage Insurance: Coverage to include premises and operations subject to the following limits:

Bodily Injury \$1,000,000 per occurrence \$1,000,000 aggregate
Property Damage \$500,000 per occurrence \$ 500,000 aggregate

(c) Comprehensive Automobile Liability and Property Damage: Operators of owner, hired and non-owned motor vehicles.

Bodily Injury \$ 500,000 per person \$ 1,000,000 per occurrence
Property Damage \$ 500,000 per occurrence
Umbrella \$ 5,000,000 each occurrence

(d) Professional Liability

A. Limits

(1) \$2,000,000 each claim
(2) \$2,000,000 annual aggregate

Must continue coverage for two (2) years after final acceptance of service/job/work.

NOTE: The required limits of liability may be obtained with primary liability policies or in combination with an umbrella excess third party liability policy.

9. INDEMNIFICATION. To the fullest extent allowable by law, the Firm hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of the Firm or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Firm's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City or of the City's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Firm, and subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Firm or any subcontractor under Workers Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in the Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The Firm shall reimburse the City, or any of its directors, officers, employees, or authorized representative or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Firm's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, or any of its directors, officers, employees, or authorized representative or volunteers.

10. CHOICE OF LAW AND VENUE. The laws of the State of Wisconsin shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties thereto, and venue for resolution of any disputes or actions regarding this Agreement shall be in a tribunal having physical jurisdiction over the City of Wauwatosa, Milwaukee County, Wisconsin.

11. WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

12. ASSIGNMENT. The Contractor shall not assign any of their rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

13. MODIFICATION OR AMENDMENT. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

14. ENTIRE UNDERSTANDING. This document and any Exhibit attached constitute the entire understanding and agreement of the parties, any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

15. UNENFORCEABILITY of PROVISIONS. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

City of Wauwatosa
BY: Melissa Cantarero Weiss

Name/Title: Deputy City Administrator
Dated:-----

Contractor Name: Clever Sauce Creative, LLC dba NEWaukee

BY: Angela Damiani

Name/ Title: CEO

Dated: -----

Reviewed as to form by:

Wauwatosa City Attorney

By:

Dated: -----



Staff Report

File #: 24-1529

Agenda Date: 11/13/2024

Agenda #: 2.

Request for Funding to Support Electrical Installation as Part of the Thomas Dambo Sculpture at Firefly Grove Park

Submitted by:

Beth Gleesing - Tourism Specialist
Alex Krutsch - Parks and Forestry Superintendent

Department:

Public Works

A. Issue

Staff is requesting \$58,000 in tourism funds for the refurbishment of light poles and fixtures to be used as part of the public art installation at Firefly Grove Park along with a contingency in an amount not to exceed \$20,000 for associated, but currently unknown, electrical costs.

B. Background/Options

The City, in partnership with the tourism commission, has commissioned Mr. Thomas Dambo to create and install one of his re-cycle/up-cycle sculptures at Firefly Grove Park currently being developed on the City's west side at the intersection of 116th Street and Gilbert Ave. The artist's vision for this piece includes the re-use of existing City owned street light fixtures being stored at the DPW from past projects. To fully develop the "narrative" of the sculpture these fixtures will be utilized as the park's pathway lighting and incorporated into the sculpture itself. In total, 36 fixtures will likely be needed. 18 to light the pathway and up to 18 to accomplish the artistic vision.

Due to age and condition the existing poles need to be returned to the manufacturer for refurbishment. This work includes conversion of the light fixtures to LED luminaires, conversion of the existing twin arm dual fixtures to a single fixture atop of pole (per the artist's vision), and new paint.

The original park plans called for 11 solar powered poles/fixtures for pathway lighting. The change to hard wired poles and the increase in pole quantity, has driven electrical related construction costs beyond the parks original electrical budget.

Staff is requesting that the tourism commission allocate funds for the refurbishment of the existing light poles in the amount of \$58,000. In addition, staff is requesting that the commission allocate funding in an amount not to exceed \$20,000 as a contingency for electrical costs related to the troll that are not yet fully known. These costs may include such items as wiring of the troll and final connection of the troll to the parks electrical system.

C. Strategic Plan (Area of Focus)

Priority Area 5: Quality of Life

D. Fiscal Impact

Staff is requesting \$58,000 in tourism funds for the refurbishment of light poles and fixtures to be used as part of the public art installation at Firefly Grove Park along with a contingency in an amount not to exceed \$20,000 for associated, but currently unknown, electrical costs.

E. Recommendation

Staff is recommending the allocation of the requested funds allowing the art installation to proceed as planned.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-1585

Agenda Date: 11/13/2024

Agenda #: 3.

Request the Commission to assist with securing sponsors and installation support for the Thomas Dambo sculpture