

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4408

Authorizing a license agreement with the YWCA Madison, Inc. for a temporary public art display at The Village on Park.

Presented September 10, 2020
Referred _____
Reported Back _____
Adopted _____
Placed on File _____
Moved By _____
Seconded By _____
Yeas _____ Nays _____ Absent _____
Rules Suspended _____
Legistar File Number _____

RESOLUTION

WHEREAS, the Community Development Authority ("CDA") is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin (the "Property"); and

WHEREAS, the YWCA Madison, Inc. ("Licensee") would like to install a temporary public art display wall ("Wall") at the Property; and

WHEREAS, the Madison Art Commission has recommended \$5,000 in funding for the Wall as a temporary public art installation and, if approved, the City will execute a grant agreement with the YWCA governing the conditions for City funding of the temporary art project; and

WHEREAS, neither the CDA nor the City of Madison will own the Wall or any part of it nor be responsible for its contents.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison (the "CDA") hereby authorizes a license agreement ("License") with the YWCA Madison, Inc. ("Licensee") substantially conforming with the following terms and conditions:

1. Property. The CDA is the owner of The Village at Park (the "Property") located at 2300 S. Park Street, Madison, Wisconsin.
2. Building. The Premises (hereinafter defined) is located next to the building known as the North Building, with a street address of 2210 South Park Street ("Building").
3. Premises. The CDA hereby grants to the Licensee the right to use (as described in Section 5 below) a portion of the Property near the Building, together with access thereto, more particularly described and depicted in Exhibit B.
4. Term. This License shall be for a term of twelve (12) months, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of September 17, 2020 (the "Effective Date") and expire on September 16, 2021 (collectively the "Term").

5. Use.

- a. The Premises are to be used solely for the purposes of: (i) affixing and displaying the Black Thought Wall defined in Exhibit C attached hereto (the "Wall"), (ii) the Description Signs (as defined below and in Exhibit C), (iii) the Event(s) described in Section 6, and (iv) for members of the public to view the Wall, and for no other purpose whatsoever without the CDA's written consent, which consent the CDA may withhold in its sole discretion. The Wall shall be constructed in accordance with the specifications set forth in Exhibit C.
 - b. The parties agree that the Wall is considered a piece of temporary public art, funded in part by the City of Madison Arts Commission, but ownership of the Wall shall remain at all times with the Licensee. The design and installation of the Wall shall not violate Chapter 31, Sign Control Ordinance. Signs or advertising of any kind shall not be permitted, except for the 2' x 2' description signs ("Description Signs") described in Exhibit C, section 2, and a portable sign for wayfinding purposes on Event days.
 - c. Licensee shall inform its Team, Invited Participants and any other engaged partners and community members who will be coming onto the Premises pursuant to this License of the requirements of this License, and that they need to adhere to all terms of this License, prior to coming on the Premises.
 - d. Any proposed change in the permitted Use shall be subject to CDA's prior written approval.
 - e. Licensee shall not make any alterations to the Building or attach any signs thereto.
 - f. Licensee shall not obstruct any sidewalks, passages, entrances/exits of the Building or Property.
 - g. The Use shall not interfere with tenants or other buildings and uses adjacent to the Property.
6. Temporary Event Area. The Licensee shall be permitted to hold a kick-off event for the YWCA Racial Justice Summit on October 2, 2020 from 4:00 p.m. to 7:00 p.m., and up to (3) three additional event dates during the Term for facilitated experiences as described in Exhibit C (collectively, the "Event(s)"). Such Events shall be held in the area noted in Exhibit D ("Temporary Event Area"). The Licensee shall have the right to use the Temporary Event Area for purposes of setting up tables, tents, etc. commencing two hours before the above-referenced hours and may remain on the Temporary Event Area two hours after the Event for purposes of packing up any personal property used during the Event and removing any trash or debris. Licensee shall not serve or sell any alcoholic beverages of any kind whatsoever in connection with this Event. Licensee may include food carts as part of the Event if the cart operator(s) are properly licensed by the City of Madison and comply with all requirements for Free Standing Vending in Section 28.151 of the Madison General Ordinances.

Licensee shall ensure that all Event(s) shall comply at all times with all applicable public health laws, orders and guidelines.

7. Maintenance and Monitoring, Damage to Wall. Licensee is solely responsible at its cost for the repair, maintenance and monitoring of the Wall and Premises, and to keep the same clean and attractive in appearance at all times. CDA is not responsible for damage or loss to the Wall. The CDA will notify Licensee if it discovers:
- a. Unauthorized Markings. Licensee shall remove any writing or imagery on the Wall placed by persons other than Licensee's Team and Invited Participants described in Exhibit C ("Unauthorized Markings") within twenty four (24) hours' notice by the CDA, or another length of time if mutually agreed in writing.
 - b. Damage to the Wall/Premises. Licensee shall repair any damage to the Wall within two (2) days of notice or it may elect to terminate this License if the Wall is non-repairable.
 - c. Any damage to the Building. Licensee shall also protect the Premises and Building so that no graffiti, writing or painting ("Building Damage") occurs thereon. Licensee shall repair any Building Damage within two (2) days of notice by the CDA.
 - d. Licensee shall include on the Description Signs instructions to the public not to mark, paint, write on or deface in any way the Wall or the Premises and Building, explaining that the writing on the Wall will be placed by Invited Participants in facilitated experiences.

In the event any of the above responsibilities are not cured by the Licensee within the aforementioned time frame then the CDA may elect to:

- a. Perform the work and then bill Licensee for all costs relating thereto, which will be due within thirty (30) days of said billing.
- b. Revoke the License.

The CDA shall not be held responsible for any damage or loss to the Wall.

8. License Fee. No fee is payable by the Licensee under this License.

9. Other Licensee Responsibilities.

- a. Artwork and Ownership. The Licensee shall be solely responsible for all dealings with the Team described in Exhibit C, the Invited Participants, and any other artist(s) participating in or working on the Wall at any time. Licensee, and not CDA, shall be solely responsible for obtaining waivers regarding rights of attribution and integrity by the Visual Artists Rights Act of 1990, if necessary. CDA exerts no ownership rights in any works of art to be displayed on the Wall, on the Premises, or to the Wall itself.
- b. The Licensee shall be responsible for the removal of trash on a daily basis on or near the Premises.
- c. No storage of trash barrels, materials, equipment or vehicles is permitted near the Premises by the Licensee or its guests.
- d. The Licensee represents and warrants that its Use of the Premises will not generate

any hazardous substance on or near the Premises, and it will not store or dispose on the Property any hazardous substance in violation of any applicable federal, state or local law, regulation or rule.

- e. The Licensee shall in no way encumber, or allow to be encumbered, the CDA's title to the Property and shall immediately obtain a release from any lien so filed due to its Use of the Premises.
- f. Licensee shall not solicit any tenant at the Property, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles at the Property.

BE IT FURTHER RESOLVED that the Chair and Executive Director of the CDA are hereby authorized to execute and deliver a License on substantially the terms and conditions of this Resolution and in a form approved by the City Attorney, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution. .

EXHIBIT B
The Premises



EXHIBIT C

Wall Background, Design, Description and Specifications

1. Background:

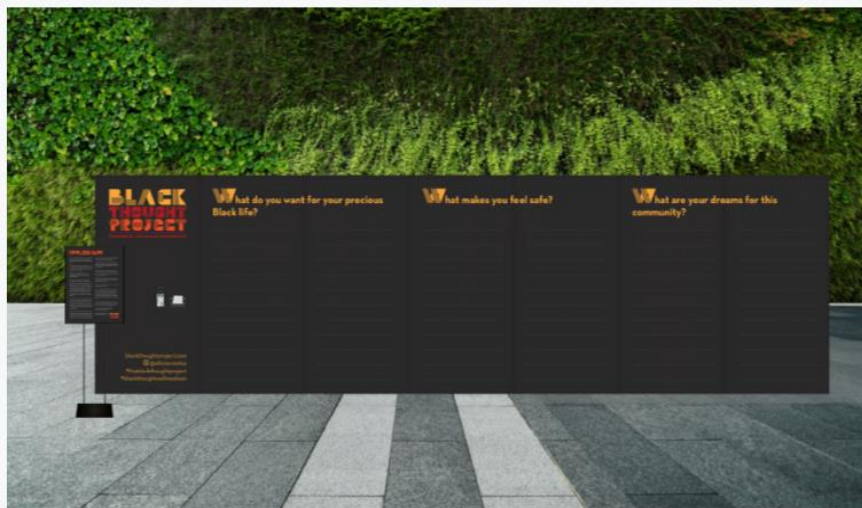
YWCA Madison in collaboration with the Black Thought Project and with the training and guidance of our 2020 Racial Justice Summit Opening Keynote Alicia Walters, together with a local team of Black co-creators including artists Brooklyn Doby, Opal Tomashevskya and YWCA racial justice and restorative justice practitioners Alyssa Ivy, Kyra Johnson and Jasmia Hamilton (the “Team”) envisions to co-create a [Black Thought Wall](#) (the “Wall”) interactive art installation. The Team will select who will be invited to answer the chosen questions on the Wall (“Invited Participants”) and write their answers on the Wall during facilitated experiences. The Team will also choose when to rotate the questions during the Term and invite new Invited Participants to answer the new questions, during additional facilitated experiences.

2. Design:

YWCA may install on the Premises one of the two following options for the Wall recommended by Alicia Walters depending on availability and consideration for accessibility.

- a) A single structure consisting of two (2) 8’x 8’ panels (2 questions) and a 4’x 8’ panel, and two small, freestanding informational signs similar to the one shown in the mock-up below, not more than 2’x 2’ feet each, mounted on posts that contain the description of the Wall, the Team, and the information noted in Section 7.d, and placed at both ends of the Wall (“Description Signs”), or
- b) A single wall structure consisting of three (3) 8’x8’ panels (3 questions) and a 4’x 8’ panel, and the two Description Signs described above two 8’x8’ panels (2 questions), a 4’x8’ panel and a two small, freestanding panels (2’x2’ feet each) mounted on posts that would contain the description of the Wall, the Team and the information noted in Section 8.d, and placed at both ends of the Wall (“Description Panels”).

Mock Up of the Design of Wall:



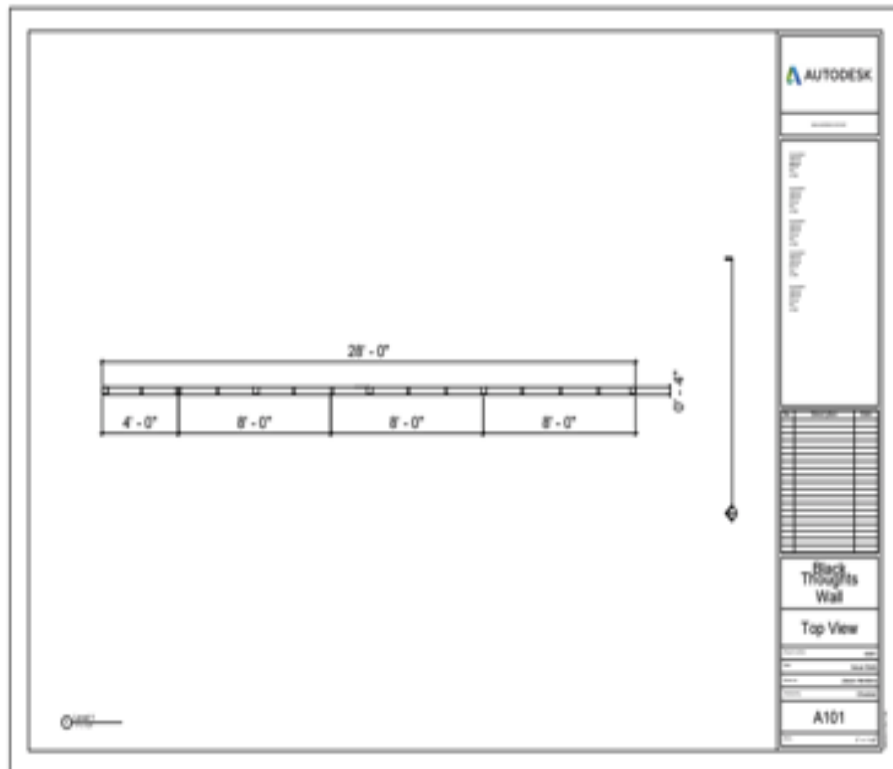
The design of the Wall and Questions thereon (see provision 3 below) will be decided upon on or before September 18, 2020 by the Team. A list of the Questions will be sent to CDA. The Questions may change during the Term as described in the Background section above.

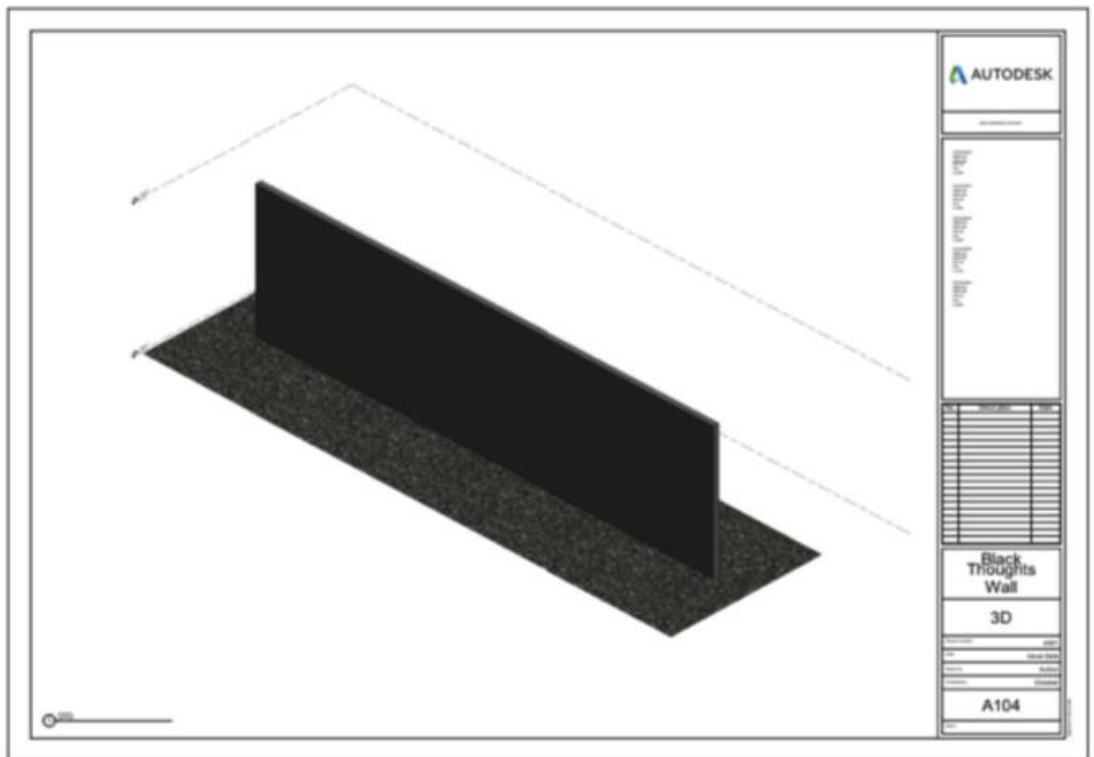
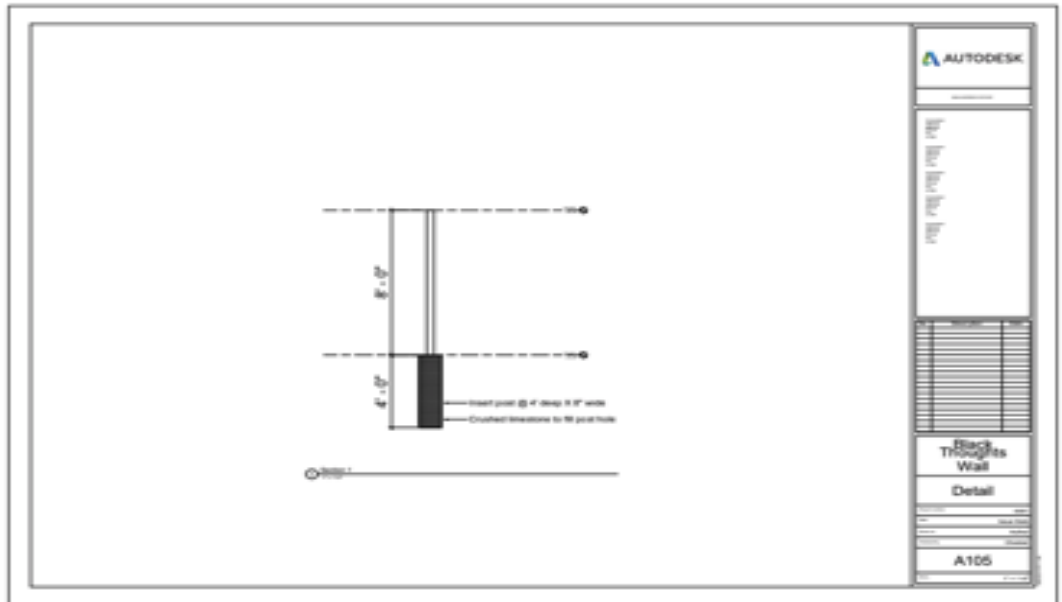
3. Description of Questions on Wall:

List of sample “questions”. Please note that the final question(s) will be co-created by the Team to respond to the opportunity to make the Black Thought Project uniquely fit for the Madison community:

- What do you want for your precious Black life?
- What do you love most about yourself?
- What makes you feel safe?
- What are your dreams for this community?
- What are your hopes for the future community? For Madison?
- What does it mean to heal?
- How do we heal in the midst of trauma and violence?
- What parts of yourself do you want to love more to be more whole?
- What part of yourself do you want to embrace to be more whole?
- If you had no fear or limitation what would you be or do?

4. Specifications of the Wall





The posts that will hold the Wall shall be located within the boundaries of the Premises, set back as fall as they can go so from the sidewalk and three feet from the door to the North Building entrance.

