



## Legislation Text

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**File #:** 49683, **Version:** 1

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### **Fiscal Note**

The proposed resolution authorizes leasing building space with the Town of Blooming Grove to provide studio space for a commissioned artist to create a piece of permanent public art for the City of Madison. The “Initial Term” of the lease shall be three (3) years and the City will pay annual rent of \$2,400 along with estimated monthly utility costs of \$200. These expenses will be covered by the Municipal Art Fund, which has approximately \$364,000 in available funds.

### **Title**

Authorizing the execution of a lease with the Town of Blooming Grove of space within the building located at 3325 Thurber Avenue for use as an artist studio.

### **Body**

WHEREAS, the Town of Blooming Grove is the owner of the vacant Quonset hut building located at 3325 Thurber Avenue in the Town of Blooming Grove (the “Building”); and

WHEREAS, the Madison Arts Commission has identified funding from the Municipal Art Fund to lease space within the Quonset hut in order to provide studio space for an artist who is being commissioned to create a piece of permanent public art for the City of Madison; and

WHEREAS the Madison Arts Commission will partner with the Madison Public Library Bubbler program to select the artist-in-residence and manage the residency; and

WHEREAS the artist-in-residence may receive additional compensation from the Municipal Art Fund for their work as their project is conceptualized, designed, and approved; and

WHEREAS, the terms of a lease have been negotiated between Planning Division staff, the Office of Real Estate Services and the Town of Blooming Grove.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease (“Lease”) with the Town of Blooming Grove (“Town”), on the following general terms and conditions:

1. Leased Premises. The “Leased Premises” shall consist of approximately 551 square feet of floor space within the building located at 3325 Thurber Avenue, Town of Blooming Grove (“Building”); together with the use of common areas. The Leased Premises is depicted on attached Exhibit A.
2. Term and Renewal Options. The “Initial Term” of the Lease shall be three (3) years. The Lease may be renewed for subsequent one (1) year terms upon agreement of the parties, with rent and all other terms and conditions of the Lease remaining the same as during the original term.
3. Rent. The City shall pay to the Town annual rent in the amount of \$2,400.00. Rent shall be prorated for any partial year the Lease may be in effect.
4. Use. The City will occupy and use the Leased Premises for the purpose of an artist studio.
5. Common Areas. The Town grants to the City and the City’s employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the Town has or may hereafter grant rights to use the same, the “Common Areas” located on the Property. The term

“Common Areas” is defined as the bathrooms located at the rear of the Building, parking area, sidewalks, driveway, and all other areas or improvements which may be provided by the Town for the common use or benefit of the users and occupants of the Property. The Town reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The Town shall be responsible for cleaning, maintaining and repairing the Common Areas, with the exception that the City shall be responsible for cleaning of the restrooms located at the rear of the Building as provided in Paragraph 7.c. Notwithstanding the foregoing, the restrooms shall be available for use by others only in association with reserved events at Thurber Park.

6. Town Responsibilities and Expenses. The Town shall be responsible for the following items associated with the Leased Premises and Common Areas and all costs related thereto:

- a. Real estate taxes and assessments.
- b. Fire and extended insurance coverage.
- c. Refuse and recycle material removal.
- d. Maintenance and repair of the foundations, roofs, windows, doors, sewer systems, floors and structural portions of the walls and other structural members (both interior and exterior).
- e. Repair and maintenance of improvements located within the Leased Premises including those related to the building systems (e.g., HVAC, electrical and plumbing systems).
- f. Snow removal.
- g. Lawn and grounds maintenance.
- h. Management and administration.

7. City Responsibilities and Expenses. The City shall be responsible for the following items associated with the Leased Premises and all costs related thereto:

- a. Utilities (gas, electric, water, sewer, storm water charges, telephone and data installation and services).
- b. Cleaning of the Leased Premises.
- c. Weekly cleaning of the Common Area restrooms, except the Town shall be responsible for cleaning prior to any reserved events at Thurber Park.

8. Insurance. As evidence of the below coverages, either party may request a certificate of insurance from the other party.

a. Beginning on the Lease Commencement Date and continuing throughout the term of the Lease, the Town shall maintain the following insurance coverages:

- (1) A policy of comprehensive fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by the Town insuring the Leased Premises and all appurtenances thereto (excluding the City’s inventory, trade fixtures, furniture, furnishings, equipment and personal property) for the full insurable replacement value thereof, with such a deductible not to exceed \$10,000. The Town’s policy shall also provide for a waiver of

subrogation in favor of the City.

(2) Commercial general liability insurance, including contractual liability, with no less than the following limits of liability as may be amended from time to time by the City's Risk Manager: bodily injury, death, personal injury, and property damage of \$1,000,000 per occurrence.

b. The City shall maintain, at its sole cost, throughout the Lease Term personal property insurance in an amount to cover any and all loss or damage to the City's personal property located within the Leased Premises.

9. Liability. Each party shall be responsible for the consequences of its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Lease. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law.

10. Contingency. The Lease shall be contingent upon the County of Dane granting the necessary zoning and occupancy approvals. If such approvals are not granted by February 28, 2018, the Lease shall be deemed null and void, unless both parties agree in writing to waive this contingency.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Lease and all additional documents that may be required to complete this transaction on forms approved by the City Attorney.