

See 87-88
87-114

THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7700

RESOLUTION

concerning

THE LEASING OF FORTY ACRES OF LAND
ON THE
WESTSIDE CAMPUS OF
WESTERN CONNECTICUT STATE UNIVERSITY
TO THE
CHARLES IVES CENTER FOR THE ARTS, INC.

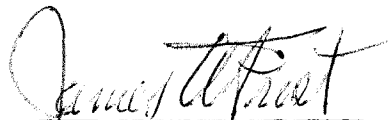
April 6, 1984

- WHEREAS, The Charles Ives Center for the Arts, Inc., a civic organization in Danbury, Connecticut, desires to lease forty acres of land on the Westside Campus of the Western Connecticut State University for the purpose of erecting a permanent structure for the presentation of programs of the performing arts and other events that will create a living memorial to the great American composer, Charles Ives, and to this end has proposed the attached agreement for the leasing of the land, and
- WHEREAS, There presently are forty acres of available land which will not be used by the University in the foreseeable future, and
- WHEREAS, The University Administration believes that the proposed project will benefit the State of Connecticut, that it is appropriate to the mission of a higher educational institution and that it will enhance the cultural growth of the region, and
- WHEREAS, The attached Proposed Agreement between Connecticut State University and the Charles Ives Center for the Arts, Inc., outlines terms and conditions which are acceptable to the Trustees of Connecticut State University, be it
- RESOLVED, That, the Board of Trustees for the Connecticut State University approves the leasing of forty acres of land on the Westside Campus of Western Connecticut State University to the Charles Ives Center for the Arts, Inc., on the terms contained in the attached proposed agreement, and be it
- RESOLVED, That the Board of Trustees for the Connecticut State University recommends that, subject to the approval of the Board of Governors, the Department of Administrative Services institute a lease between the consenting parties based on the attached proposed agreement, and be it

RESOLVED, That the President of the Connecticut State University is authorized to proceed cooperatively with the Department of Administrative Services - Bureau of Public Works and other appropriate agencies to finalize a lease agreement with the Charles Ives Center for the Arts, Inc., Danbury, Connecticut, for forty acres of land on the Westside Campus of Western Connecticut State University, and be it further

RESOLVED, That the President of the Connecticut State University is empowered to sign the aforesaid lease agreement in behalf of the Board of Trustees.

A Certified True Copy:

A handwritten signature in cursive script, reading "James A. Frost". The signature is written in dark ink and is positioned above a horizontal line.

James A. Frost
President

PROPOSED AGREEMENT BETWEEN
BOARD OF TRUSTEES for THE CONNECTICUT STATE UNIVERSITY
(WESTERN CONNECTICUT STATE UNIVERSITY)
and
THE CHARLES IVES PERFORMING ARTS CENTER, INC.

This proposed agreement between The Connecticut State University and The Charles Ives Performing Arts Center, Inc.* will serve to provide the leasing arrangement whereby the University provides approximately forty acres of land on the Westside campus of Western Connecticut State University (description of land to be provided) for the use of the Center.

PROPOSED

It is proposed that the University lease to The Charles Ives Performing Arts Center, Inc. some forty acres of the University's land on the Westside campus (description of land to be provided). The purpose of this lease will be to permit the Center to construct a permanent structure(s) on the leased land to be used for the presentation of programs of the performing arts and other events that will aid in creating a living memorial to the spirit and philosophy of the great American composer, Charles Ives.

In the initial years, the Ives Center plans to construct and provide the following, assuming funding projections are realized: An outdoor covered performing stage (currently in progress), several utility buildings to encompass box office, storage, dressing areas for performers and rest room accommodations needs, improvement of access trails to performing area, some permanent sanitary facilities, a service road, and several small rehearsal sheds. Utilities will be introduced in the following sequence: Electricity (plans currently being activated), city water, sewage disposal system.

*NOTE: At the December 13, 1983 meeting of The Charles Ives Performing Center, the Board of Directors voted to change the name to The Charles Ives Center for the Arts, Inc. Appropriate information will be provided to the State of Connecticut to make this change.

CONSTRUCTION AGREEMENT

It is understood by both The Connecticut State University, hereinafter referred to as the LESSOR, and The Charles Ives Performing Arts Center, Inc., hereinafter referred to as the LESSEE, that:

1. Permanent structures built on the designated land by the LESSEE are to be paid for entirely by the LESSEE and at no cost to the State.

2. Design documents of such structures must be approved by the Board of Trustees of the Connecticut State University, the Board of Governors of the Department of Higher Education, and the Department of Administrative Services and must comply with all laws and applicable building codes.

3. Upon completion, and after acceptance by the State, all structures and appurtenances become the property of the State and will be under the control of the Board of Trustees of the Connecticut State University.

4. The LESSEE further agrees to protect, defend, indemnify, save harmless the LESSOR and its officers, agents and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of the LESSEE, and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other persons or property, real or personal (including property of the LESSEE), caused in whole or in part while the LESSEE is using the demised premises for any purpose whatsoever. The LESSEE shall provide and maintain public liability insurance with the LESSOR names as an additional insured to protect the interests of the LESSOR as appear herein, and shall provide the LESSOR with a certificate of insurance to this effect, all at no cost to the LESSOR.

4/6/84

OPERATING AGREEMENT

5. Time of Leasing - The defined area and all permanent and/or temporary structures built thereon are for the use of the LESSEE throughout the year and the area and structures are to be maintained by the LESSEE. The LESSOR maintains the right to the use of up to thirty (30) per cent of usable time during a calendar year.

6. Facility Usage - This lease agreement only includes the usage of those structures by the LESSEE that are on the defined area of leasing.

7. Temporary Structures - During the leasing time, the Ives Center, at no cost to the State, may construct temporary structures or erect tents that will be needed for events. All construction must conform to State and Municipal codes. All such structures must be completely removed by the end of the leasing period and the grounds around the dismantled structure restored to their original state or as close to it as possible.

8. Ancillary Services and Needs

a. Parking - The University agrees to provide parking areas on the Westside campus. LESSEE will not be charged for use of regularly defined parking areas. When the anticipated parking requirements of the Ives Center exceed the capacity of regularly defined parking areas, the Ives Center will present to the University a detailed proposal for additional areas to be provided for parking within the forty acres at no cost to the State of Connecticut.

b. Utilities - Installation and development of utilities is the responsibility of the LESSEE who will also be responsible for the repair and maintenance of such. Billing of the use of the utilities will be to the LESSOR who will then bill the LESSEE for the portion based on usage. For the purpose of this agreement, utilities are defined as electricity, water and sewage disposal

c. Restroom Accommodations - Sufficient temporary restroom facilities for the arts events are to be provided and paid for by the Ives Center.

d. Security of Buildings and Land - The LESSOR agrees to provide security service for the buildings and land as it does routinely for all portions of the campus. For LESSEE events, the LESSOR agrees to provide adequate police coverage; the cost of such coverage will be billed to and paid for by the LESSEE. If, upon review by LESSOR authorities, an event is perceived to need extended security coverage, the LESSEE agrees to pay for and provide such extended security.

e. Clean-up of Grounds - The LESSOR agrees to provide the pick-up of refuse after LESSEE events, but all refuse must be bagged and placed in one central location agreed to by both parties for pick-up. Charges from the City of Danbury for use of landfill will be paid for by LESSOR and back charged to LESSEE.

Failure to clean-up after an event in a manner noted herein will lead to the LESSOR back-charging the LESSEE for the clean-up cost. The LESSEE further agrees to return the grounds to a neat and orderly appearance within twenty-four (24) hours of the completion of any event.

9. Notification of Events to be Given by LESSEE During Lease Time. - The LESSOR's procedures for approval of events (see attached form) will be followed for any proposed event by LESSEE. This will be handled through an official of the LESSOR designated by the President of the LESSOR.

10. Proceeds from Events - When admission is charged by the LESSEE for an event, all proceeds will go to LESSEE. The LESSOR is to be provided with a copy of the annual financial statement of the LESSEE.

11. Program Approval - The LESSOR, through its Board of Trustees, reserves the final right of approval of all events.

12. Term of Lease - The term of this lease shall be for a period of three (3) years, which period shall extend from _____ to _____, with option to renew.

13. Rental Amount - The LESSEE shall pay to the LESSOR the rental of (one dollar) \$1.00 per annum by the end of each lease year. The check in payment of said rent shall be made payable to the order of the Treasurer of the State of Connecticut and shall be sent to the Department of Administrative Services - Public Works, Leasing Section.

14. Termination of Lease - The parties hereto agree that this lease may be terminated immediately at the option of the LESSOR, without any obligations being thrust upon the LESSOR of any nature whatsoever, upon the happening of any of the following:

a. The failure of the LESSEE to remove within a reasonable time any liens of any nature whatsoever that have been filed against the demised premises.

b. The use by the LESSEE of the demised premises for any purpose other than as hereinbefore set forth.

4/6/84



A unit of The Connecticut State University

WESTERN CONNECTICUT STATE UNIVERSITY

181 White Street • Danbury, Connecticut 06810 • (203) 797-4201

Office of the President

March 7, 1984

Dr. James A. Frost
President
The Connecticut State University
P.O. Box 2008
New Britain, CT 06050

Dear Jim:

I am enclosing the final draft of the contract between the university and the Charles Ives Center for the construction and use of the facility on our westside campus. This contract has been approved by Toni Bascetta and Charles Slocum as well as by the people on our own campus and the Charles Ives Center board. I would like to take this to the Board of Trustees for approval and then to the Board of Governors as soon as possible.

I am also enclosing a letter and a budget from the Charles Ives Center board which gives you additional information about the group. I must say I am extraordinarily impressed with the progress that they are making, and I am hopeful that they can do some very positive things for us at WestConn.

Please proceed with this as quickly as possible.

Sincerely,


Stephen Feldman
President

jpb
Encl.

cc: A. Bascetta
J. Deegan
J. Pegolotti
T. Porter

RECEIVED

MAR 12 1984

THE CONNECTICUT
STATE UNIVERSITY

February 21, 1984

Mr. Steve Feldman, President
Western Connecticut State University
181 White Street
Danbury, CT 06810

Dear Steve:

According to Jim Pegolotti, your Board of Trustees will want to review certain financial data concerning the Ives Center before they will approve the proposed Ives/WCSU agreement. Attached is a summary of our capital investments program, sources of funding and our 1983/84 budget. A budget for 1985 and beyond has not been made up at this writing and will depend on the results of our fund raising drive and the reaction by the community to the improvements to the site.

Our results to date make us confident that sufficient funds can be raised to complete the capital improvement program. A drive for corporate funds will begin next month with the mailing of a 24-page brochure to most of the businesses in the Danbury area and to the largest corporations throughout Connecticut. A computerized list of individuals is being created and will receive a mailing in April. On June 9th, we will hold a black tie gala at the Hilton under the direction of Skitch Henderson, and on September 29th and 30th a two day musical fair will open the site to the public, featuring six major groups on Center Stage and over thirty other events. We expect to net between \$20-25,000 from the gala and hope to make money on the fair, although caution has suggested we budget a \$40,000 deficit for the latter.

The 1985 and 1986 Summer programs at the Center will depend in part on the financial results of the fair. Regardless of the outcome, we will sponsor a four week master class series at the site using the dormitory facilities of the University. In this regard, we intend to engage the noted flutist, Julius Baker, as Artistic Director. A budget deficit of no more than \$25,000 is expected and would be financed out of monies collected this year. The master class series should more than satisfy the State's charge that the Center be used in part for educational purposes.



*The Charles Ives
Center for the Arts*

University Blvd.

Danbury, Ct.

*Board of Trustees
Donald E. Weeden,
Chairman*

*Mary Nahley,
Co-Chairman*

*Jane Goodman,
Vice Chairman*

*Robert Adams,
Treasurer*

*James Pegolotti,
Secretary*

Betty Lou Campbell

John F. Carr Jr.

David Chipman

Jean Dalrymple

Keir Donaldson

David Douglass

Hon. James E. Dyer

Isabelle Farrington

Paul Gibson

John Hoffer Jr.

Ellen Keats

Marion E. Palmer

Joan Ward

Alfred Zega

Past Chairmen

Howard Tirivelle

Dr. Dean Edson

Dr. Harvey Sadow

John F. Carr Jr.

Affiliated with

*Charles Ives Center for
American Music*

Ives Festival Artists

*Contributions to
The Charles Ives Center for
the Arts are tax deductible.*

Mailing Address

P.O. Box 801

Danbury, Ct.

06810

(203) 420-8530

.../2



*The Charles Ives
Center for the Arts
University Blvd.
Danbury, Ct.*

The Center has three objectives: building permanent facilities for the arts; organizing the use of those facilities by regional groups, including the University; and sponsoring its own program for the enjoyment and cultural enhancement of the community. We believe our plans meet these criteria and respectfully request approval from your Board.

Sincerely,

Donald E. Weeden

DEW/js
Enc.



Capital Investment Program

(permanent site improvements)

Actual through February 21st	\$ 85,000	
To be completed by Summer 1984	<u>165,000</u>	
		\$250,000

Sources of Funding

Actual through February 21st			
Individuals	\$ 59,000		
Foundations (3)	15,000		
Corporations	<u>36,000</u>	\$110,000	
Pledges			49,500
Fund Raising Program			
Individuals	50,500		
Foudations	25,000		
Corporations	<u>125,000</u>	200,500	
			<u>\$360,000</u>

1983/84 Budget

Outlays			
Capital Investments	250,000		
Administrative	42,000		
June 9th Gala	23,000		
Musical Fair	<u>160,000</u>	\$475,000	
Revenues			
Contributions Actual and Pledged	159,500		
Fund Raising Drive	200,500		
Ticket Sales - Gala	45,000		
Ticket Sales - Musical Fair	107,000		
Other Income - Musical Fair	<u>13,000</u>	\$525,000	
Net Surplus - to be applied to 1985 Season			\$ 50,000

*The Charles Ives
Center for the Arts
University Bld.
Danbury, Ct.*

*Board of Trustees
Donald E. Weeden,
Chairman*

*Mary Nahley,
Co-Chairman*

*June Goodman,
Vice Chairman*

*Robert Adams,
Treasurer*

*James Pegolotti,
Secretary*

Betty Lou Campbell

John F. Carr Jr.

David Chipman

Jean Dalrymple

Keir Donaldson

David Douglass

Hon. James E. Dyer

Isabelle Farrington

Paul Gibson

John Hoffer Jr.

Ellen Keats

Marion E. Palmer

Joan Ward

Alfred Zega

Past Chairmen

Howard Tirroelle

Dr. Dean Edson

Dr. Harvey Sadow

John F. Carr Jr.

Affiliated with

*Charles Ives Center for
American Music*

Ives Festival Artists

*Contributions to
The Charles Ives Center for
the Arts are tax deductible.*

Mailing Address

P.O. Box 801

Danbury, Ct.

06810

(203) 426-8530