



Legislation Text

File #: 18-429, Version: 1

TO: Mayor and Commissioners
FROM: R. Max Lohman, City Attorney
DATE: July 17, 2018

RESOLUTION NO. 89-18: LEASE AGREEMENT FOR THE CASON COTTAGE MUSEUM, 1926 HISTORICAL BUNGALOW AND THE HUNT HOUSE

Recommended Action:

Motion to approve a lease agreement with the Delray Beach Historical Society for the Cason Cottage Museum, the 1926 Historical Bungalow and the Hunt House ("Property")

Background:

The City has leased the Cason Cottage Museum to the Delray Beach Historical Society since 1989. Over the years, the City has consistently renewed the lease, and has expanded the scope of the lease to include the 1926 Historic Bungalow, the Hunt House. DBHS desires to continue to use the Property for a museum, an educational facility, an archival storage facility, and an office. The previous ten-year lease, which was executed in 2007, was extended for one year in order for the parties to negotiate a new lease.

The proposed lease is for a term of ten years (commencing October 1, 2018) at a cost of \$1.00 per year with the option to renew for two additional five-year terms. A condition of this lease is the active and continuous use of the Property as a historical resource center. To fulfill this condition, the DBHS has made the following operating commitments:

- To manage and operate the City's historical resources to further the goals of the City with respect to historic preservation.
- To archive and store historical materials using professional, industry-standard materials and methods to ensure sustainability.
- To provide an archivist to fulfill research requests and receive donated items to expand the collection.
- To produce a minimum of two major exhibits a year.
- To provide tours and educational programs and provide a level of programming that targets community groups and underserved populations that would not otherwise be able to participate in programs.
- To aim for 3500 visitors a year.

In addition, DBHS shall provide to the City an annual report in writing that sets forth how it is meeting these meetings commitments, including a description of the number of activities, programs and services offered, and the number of persons who participated. It must also provide to the City a copy of its annual tax returns and financial statements.

Under the proposed lease, the City is responsible for maintenance and repair of both the interior and exterior of buildings and the surrounding landscaping. The DBHS is responsible for all utility charges, garbage removal, painting, window cleaning and pest control, and any improvements made to the interior of the Property

The form of this lease is consistent with the form of the City's other long term leases with the Old School Square and the Arts Garage.

City Attorney Review:

Approved as to form and legal sufficiency.