RESOLUTION # R-118-90

UWMC DORMITORY LEASE

WHEREAS, Marathon County owns and operates a student dormitory as part of the University of Wisconsin Marathon County Campus, and

WHEREAS, the Government Study Committee, in its final report, recommended that the operation of the Dormitory would be more properly handled by the University of Wisconsin, Marathon County Campus administration, and

WHEREAS, the Marathon County Finance and Property Committee has recommended a lease arrangement with the Campus administration, which would provide for a twenty-five (25) year lease of the Dormitory to the Campus.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Marathon ordains and directs that the attached Lease and Memorandum of Agreement be executed by the County Administrator on behalf of the County.

BE IT FURTHER RESOLVED that the Marathon County Clerk is authorized to issue checks pursuant to this resolution and the County Treasurer to honor said checks.

Dated this 15th day of November, 1990

FINANCE & PROPERTY COMMITTEE

Gary W. Wiseman
Robert Disbarro
Elmer Boats
Jack C. Allen
Russell Paulson
John D. Hiss

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Louann E. Fenhaus, County Clerk in and for Marathon County, Wisconsin, hereby certify that the attached Resolution #R-118-90 was adopted by the Marathon County Board of Supervisors at their Adjourned Annual meeting which was held November 15, 1990.

Louann E. Fenhaus

S E A L

Louann E. Fenhaus
Marathon County Clerk

11/7/90

LEASE

THIS LEASE, made as of the 17TH day of JANUARY, 1991, in the City of Wausau, County of Marathon, State of Wisconsin, by and between Marathon County, Wisconsin, 500 Forest Street, Wausau, Wisconsin 54401, a municipal body corporate organized pursuant to Wisconsin Stats, Chapter 59 (the "Lessor"), and the Board of Regents of the University of Wisconsin System, 1220 Linden Dr., Madison, WI 53706, a body corporate organized pursuant to Wisconsin Stats, Chapter 36.07, para. 1 (the "Lessee").

WHEREAS, Lessor is the owner of the residence hall facility and associated real estate known as the Dormitory, also known as Marathon Hall, having a street address of 615 Garfield Avenue, City of Wausau, County of Marathon, State of Wisconsin, and formally described on the records of the assessor of the City of Wausau, Wisconsin as "Lots 1, 2, 3 and 4 of Kickbusch's second addition to the City of Wausau" subject to survey, in which currently reside students from University of Wisconsin-Marathon Center, Northcentral Technical College, and, during Fair Week, 4-H Junior Fair participants; and

WHEREAS, Lessor desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor, pursuant to the terms of this Lease;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, as well as other good and valuable consideration the receipt of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. Demising Clause. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, subject to the terms and conditions set forth herein.

2. Term. The term of this Lease shall commence on July 1, 1991, and shall be for a term of twenty-five (25) years, ending at midnight, 30 June 2016.

3. Rent. Lessee has paid to Lessor one dollar per year or twenty-five dollars ($25) as rental for the term of this Lease and the receipt of such rental is hereby acknowledged by Lessor.

4. Use by Lessee. Subject to the MEMORANDUM OF AGREEMENT, MARATHON HALL DORMITORY, said document consisting of 4 pages, dated 11/7/90, and said document being attached hereto, labeled Exhibit "A" and incorporated herein by specific reference as if set forth in full, the Premises shall be used by Lessee as a dormitory, and for no other purpose without the express prior written consent of Lessor.

5. Taxes. Lessor shall pay all taxes, if any, applicable to the Premises.

6. Utilities. Lessee shall pay for all utilities including, but not limited to, gas, electricity, water, sewer, and telephone service, within the Premises.

7. Repairs and Maintenance. Lessee shall be responsible for regular on-going maintenance on or about the Premises. Lessor shall be responsible for all major, long-term structural repairs or replacement projects on or about the Premises, as same are defined in the attached Memorandum of Agreement.

8. Insurance. During the term of this Lease, Lessor shall procure and maintain, at its expense, property insurance with an extended coverage endorsement covering the premises in an amount equal to replacement cost of the property. Lessee agrees to provide liability protection as afforded by ss. 895.46 and 893.82, Wisconsin Statutes, and also to provide contents insurance.

9. Access to Premises. Lessee shall allow Lessor and/or its agents or employees access to the Premises at all reasonable times to inspect, maintain or repair the Premises and for any other reasonable purpose.

10. Alternations by Lessee. Lessee shall not make any alterations to the Premises or do any remodeling in the building, without the prior written consent of Lessor.

11. Binding Effect. Each provision hereof shall extend to and shall, as the case might require, bind and inure to the benefit of Lessee and Lessor and their respective successors and assigns.

12. Quiet Enjoyment. Lessor agrees that so long as Lessee shall fully and punctually perform all of its covenants and agreements hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Premises.

13. Severability. In the event that any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. Amendment. This Lease may not be amended, changed, modified or altered without in each instance the prior written consent of both Lessor and Lessee.

15. Governing Law. This Lease is prepared and entered into with the intention that the laws of the State of Wisconsin shall govern its construction.

16. Entire Agreement/Assignability. The document shall constitute the entire agreement by and between the parties hereto, and no other terms or conditions shall be implied or inferred. This Lease is non-assignable and non-transferrable for any reason.

17. Termination. Either party may withdraw from this Lease by providing notice of intention to terminate the Lease no fewer than 12 months in advance of the proposed termination.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

MARATHON COUNTY, WISCONSIN
as Lessor

By: Mort McBain, ADMINISTRATOR
JAN 17, 1991

ATTEST: Lorraine E. Fenhaus
JAN 17, 1991

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM in behalf of UNIVERSITY OF WISCONSIN CENTER-MARATHON COUNTY
as Lessee

By: Paul L. Brown
Jan 29, 1991

ATTEST:

Jay Huemmer
Jan 29, 1991

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 17th day of January, 1991 Mort McBain and Lorraine E. Fenhaus, to me known to be the persons who executed the foregoing instrument and to me known to be the County Administrator and the County Clerk, respectively, of said County and acknowledged that they executed the foregoing instrument as such officers as the deed of said County, by its authority.

Denise M. Kruegel, Notary Public
Marathon County, Wisconsin
My Commission Expires 11-27-94

EXHIBIT A
MEMORANDUM OF AGREEMENT
MARATHON HALL DORMITORY

This Memorandum of Agreement entered into this 17TH day of JANUARY, 1991, between the University of Wisconsin Center-Marathon County (the "Center") and Marathon County, a municipal body corporate organized pursuant to Wisconsin Stats, Chapter 59 (the "County").

WHEREAS, the County owns certain property upon which there has been constructed a residence hall facility (the "Dormitory"), said property being more formally described on the records of the Assessor of the City of Wausau, Wisconsin as "Lots 1, 2, 3, and 4 of Kickbusch's second addition to the City of Wausau" subject to survey; and

WHEREAS, the County has leased to the Center the Dormitory pursuant to a Lease of even date herewith (the "Lease");

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the County and the Center agree as follows:

1. By virtue of this Memorandum of Agreement, the County hereby ceases to provide Dormitory services. Management, daily operation, short-term repairs and maintenance, control, supervision, funding, staffing, and operation of Dormitory services are transferred as of 1 July 1991 from the County to the Center. The County will continue to provide major, long-term building repairs as specified in paragraph 7 of the Lease. The Center shall be entitled to all revenue generated by the use and occupancy of the Dormitory and shall be responsible for all operating expenses associated with the use and occupancy of the Dormitory, excluding repair and replacement of, or improvements to, the heating, electrical, water and other mechanical systems of the Dormitory and the physical structure thereof and as further defined in paragraph 4 of this Memorandum of Agreement.

2. The Center shall establish the charge(s) per occupant, make decisions with respect to occupancy, establish policies applicable to the occupants of the Dormitory, oversee programming for use of the Dormitory and employ administrative and other personnel for management and supervision of the Dormitory. Nothing in this Agreement shall be in any way construed to constitute the County or any of its agents or officials as responsible for any benefits, pensions, insurance plans, employment taxes, workers compensation, state or federal withholding taxes or other employee benefits of the Center's employees. The Center shall have exclusive jurisdiction over all employees of the Dormitory, who shall not be employees of Marathon County.

3. Rooms shall be made available in the dormitory for 4-H members on an annual basis during the week of the Wisconsin Valley Fair. The Fair Board will coordinate with the Center at least one year in advance in setting the dates of the fair. In recognition of the Memorandum of Understanding dated July 27, 1982, between the Marathon County Agricultural Society representing the Junior Fair participants, and the County, the following terms shall be part of this Agreement in regard to participation of 4-H Marathon County Agricultural Society members:

a) Dormitory personnel will inform the Marathon County 4-H Office on or before June 15 of each year the number of rooms that will be occupied by summer students.

b) A pre-inspection tour of the Dormitory will be made by the Dormitory manager (or his/her designee) and the Marathon County Agricultural Society superintendent (or his/her designee) on the Monday of the fair. A post-inspection tour will be made by the above two principals (or designees) on the Monday following the fair to assess Dormitory damages, if any. Exact cost of these damages to be presented to the Marathon County Agricultural Society Board by October 1.

c) The Marathon County Agricultural Society agrees to pay the Center or County, as appropriate, for all damages at the Dormitory caused by junior fair participants and occurring during fair week, excluding damages caused by summer students and/or their guests. In addition, they agree to pay for clean up following the fair to ready the Dormitory for occupancy for students contracted with UWMC. No additional charges will be made to the Marathon County Agricultural Society for the use of the Dormitory, apart from the provisions of 3(d) and 3(f).

d) The Marathon County Agricultural Society agrees to provide adequate supervisory personnel for the Marathon County Agricultural Society Camp (Dormitory Supervisor, Assistant Dormitory Supervisor, and six floor counselors). The junior fair superintendent will consult with the Dormitory Manager in order to set salaries, benefits, and job descriptions by July 1. The payment of said salaries and benefits will be the sole responsibility of the Marathon County Agricultural Society.

e) The Dormitory Manager agrees to provide a person to assist with check-in on Wednesday of fair week.

f) Appropriate prorated utility bills as they apply to Marathon County Agricultural Society Camp will be paid by the Marathon County Agricultural Society upon receipt of an itemized statement from the Center.

4. Because it is in the mutual interest of the Center and the County to establish an adequate Capital Maintenance Fund, the Center shall remit to the County on or before February 1, 1992, the amount of $8,000, and on or before said date of each successive year, the amount of $16,000 to be collected on behalf of the County by the Center toward a Dormitory Capital Maintenance Account which shall be non-lapsing and interest bearing in nature. The amount of this annual remittance shall be reviewed annually by the County and the Center and may be adjusted by mutual agreement. In the event of disagreement in any given year, the amount of contribution for that year will be adjusted by the previous year's CPI (consumer prices: all items), but in no case may the amount be increased by more than $2,500 over the amount required the previous year, and in no case shall the total figure exceed 1% of the insured value of the structure (currently $1,800,000) unless another basis is mutually agreed upon. The County shall maintain these funds from year to year, and shall utilize such funds and any interest generated only for repairs or projects pertaining to the Dormitory building or its grounds, at the Discretion of the County. Any unallocated surplus in the account will be retained to apply to eventual replacement or reconstruction of the Dormitory structure, should the Center and the County mutually agree that such replacement or reconstruction is necessary. In the event that the amount available for use by the County in the Dormitory Capital Maintenance Account

is insufficient to cover the structural repairs desired for the dormitory, the County shall be solely liable for additional costs expended. Structural repairs or replacements are defined for the purposes of this Agreement and attached Lease as projects other than routine maintenance, and involving building components such as walls, floors, windows, ceilings, roof, doors, stairwells, pipes, electrical, water, special assessments, and all major HVAC equipment. The County has had the dormitory inspected and certifies that it meets the currently applicable requirements for asbestos, fire safety, and handicapped access. It is mutually agreed that the County will be responsible for structural repairs for any of these purposes made necessary by changes in legal requirements or based upon mutual agreement between the County and the Center as to desirable long term policy goals. Costs for such modifications are considered proper charges against the Dormitory Capital Maintenance Account.

5. The County agrees to turn over all current contents of the Dormitory, including but not limited to all residential furniture, office furniture and equipment, and custodial and maintenance supplies and equipment, including vacuums, scrubbers, tools, etc., to the Center. Nothing in this Agreement shall be in any way construed to prevent the Center from establishing a sinking fund or funds to ensure that monies be set aside for periodic replacement of dormitory contents, including, but not limited to, furniture and equipment, such fund to be maintained by the Center separately from the County's Dormitory Capital Maintenance Account (ref. para. 4).

6. In recognition of an arrangement which has existed between the Center and Northcentral Technical College (NTC), and as a condition of this Memorandum of Agreement, the Center agrees to enter into a written Agreement with NTC for the provision of residential services for students of NTC. Should the Center and NTC not agree on continuation of an appropriate written Agreement, either the Center or the County may choose unilaterally to withdraw from this Lease and Memorandum by providing notice of intention to terminate no fewer than 12 months in advance of the proposed termination.

7. Each of the parties hereto will indemnify their respective officers, officials, employees and agents pursuant to secs. 895.46 and 893.82, Stats., against liability imposed upon them by law, and neither assumes responsibility for liabilities arising out of the acts or omissions of the other party or its officers, officials, employees, or agents.

8. Lessee agrees to assume the responsibility to advise Lessor promptly of any major long-term structural repairs needed on or about the premises about which Lessee knows or should know, time being of the essence.

9. This Agreement shall continue for as long as the Lease remains in effect, unless both Lessor and Lessee give prior written consent to any amendment, change, modification, or alteration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM in
behalf of UNIVERSITY OF
WISCONSIN CENTER-MARATHON COUNTY

By: Paul L. Brown
Jan 29, 1991

MARATHON COUNTY, WISCONSIN

By: Mat McBain; ADMINISTRATOR
Susan E. Pinkowski, Clerk

On behalf of the Marathon County Agricultural Society, consistent with the Memorandum of Understanding between the Marathon County Agricultural Society and Marathon County which is dated July 27, 1982, the Marathon County Agricultural Society accepts and agrees to be bound to the terms of paragraph 3 of this Memorandum of Agreement regarding the use of Marathon Hall dormitory by 4-H junior fair participants and understands that duties and responsibilities regarding operation and management of said dormitory are being assumed by University of Wisconsin-Marathon Center incident to this Memorandum of Agreement and attached Lease.

MARATHON COUNTY AGRICULTURAL SOCIETY

By: Michael E. Kinnaker
Pres. JAN 16, 1991

MEMORANDUM OF AGREEMENT

BETWEEN UWMC AND NTC RE MARATHON HALL DORMITORY

This Memorandum of Agreement entered into this 16TH day of OCTOBER, 1990 by and between the University of Wisconsin-Marathon Center ("the CENTER"), and Northcentral Technical College ("NTC"), that

WHEREAS, Marathon County (the "COUNTY") constructed a dormitory on the CENTER campus to house CENTER students (and 4-H members during the Wisconsin Valley Fair) and gave full operational control to the CENTER, and

WHEREAS, within several years of opening and until the present, dormitory rooms have been made available to NTC students to achieve full occupancy, during which time the CENTER, NTC and the COUNTY have jointly managed certain residency and social policies of the dormitory and participated in the selection of staff, and

WHEREAS, the dormitory has been leased by the COUNTY to the CENTER, and the CENTER and NTC agree that it is in their best interests and the best interests of their students to promote and facilitate continued cooperation by entering into this agreement,

NOW, THEREFORE, the CENTER and NTC agree that, as long as students from both institutions occupy the dormitory, representatives of both institutions will continue to share in the development of residency and social policies for the dormitory and will participate in the selection of staff, except that the Head Resident, as an academic staff member, may be selected by a CENTER committee, and further that

1) Management will occur through a Dormitory Committee (the COMMITTEE) comprised of three CENTER representatives, two NTC representatives, and the Head Resident (ex officio, non-voting). The COMMITTEE will make policy recommendations to the CENTER Dean. In addition to recommending residency and social policies and participating in staff selection, the COMMITTEE will also review the annual operating budget and housing rates as proposed by the CENTER Business Manager, evaluate and establish conditions of residency and terms of housing contracts, assess staffing needs and recommend a timetable for receiving contracts and a methodology for assigning contracts after priority dates, and such other matters that rightly are of mutual concerns.

2) Students from UWMC shall be guaranteed occupancy of 60% of residential spaces, and students from NTC shall be guaranteed occupancy of 40% of residential spaces, subject to the following conditions:

   a) only students who meet residency qualifications as recommended by the COMMITTEE are eligible for residency and only full-year contracts will be sold under this provision;

   b) if sufficient contracts with deposits are not received by June 1 to fully utilize either institution's allotment, the balance may be sold according to contract assignment policies as recommended by the COMMITTEE but with preference given to students prepared to sign full year contracts, and

   c) this provision applies to first semester housing allocations only.

3) Dormitory fiscal operations will be managed according to prevailing State of Wisconsin, University of Wisconsin and UW Centers policies and regulations for auxiliary enterprises, and according to the CENTER's Lease and Memorandum of Agreement with the COUNTY. Receipts and expenditures for which the CENTER is fiscally responsible will be deposited to and charged against a separate dormitory account.

An annual operating budget, derived from housing contract revenue, shall be used to pay annual operating expenses. As authorized in the Memorandum of Agreement between the COUNTY and the CENTER, the budget will include provision for maintenance of a suitable reserve under control of the CENTER to permit periodic replacement of dormitory contents, including, but not limited to, furniture and equipment, and for other programs for the dormitory that are in the budget approved by the COMMITTEE and the Dean. The reserve may also be drawn upon in unexpected emergency situations in which the expenses at the end of the fiscal year (July 1 - June 30) have exceeded the revenues. If the emergency occurred because the dormitory had unoccupied rooms and the revenue from either group of students was less than that to be expected from its percentage allocation of the contracts, the percentage allocations shall be reviewed and may be renegotiated. NTC's President and/or designated representative may review the Center's revenue and expenditure records.

4) Decisions made by either the CENTER or NTC to withdraw from this agreement shall be provided in writing to the other institution no less than 18 months in advance of the proposed change. Termination of the Lease between the CENTER and the COUNTY will render this agreement null and void.

5) This agreement may be changed at any time by mutual consent of both NTC and the CENTER. In the event that the CENTER and NTC cannot agree on certain provisions or proposed changes, they may through their respective officials (the Dean of the CENTER, the President of NTC) request the Marathon County Administrator, or such other official as mutually agreeable, to meet with the Dean and the President to assist in resolving the dispute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CAMPUS DEAN on behalf of
UNIVERSITY OF WISCONSIN
CENTER-MARATHON COUNTY

By: Bryant Kearl
Nov 7, 90

THE PRESIDENT on behalf of
NORTHCENTRAL TECHNICAL COLLEGE

By: [illegible]
Oct 16, '90

COUNTY OF MARATHON

COURTHOUSE WAUSAU, WISCONSIN 54401-5568

COUNTY CLERK
LOUANN E. FENHAUS
(715) 847-5500

November 26, 1990

Bryon Karow
Finance Director
Courthouse
Wausau, WI 54401

Dear Bryon:

Attached are certified copies of Marathon County Resolutions #R-117-90, #R-118-90, #R-119-90 as amended, #R-121-90, and #R-124-90 as amended.

The Capital Improvement Program was amended in the following respects:
- Any reference to the library renovation and construction be referred to as "library system development".
- Changing "Commission on Aging Building Remodeling" to "Commission on Aging Building Project" (Page 6) and deleting the paragraph of narrative that follows.
- Deleting $200,000 for Evaluation of Marathon County Buildings (Page 9).
- Removing $44,750 for Finance Department Remodeling at NCHCF (Page 12) and removing $92,500 for Office Remodeling at NCHCF (Page 10). These two items were later put into the tax levy.
- (Page 11) $337,250 for Library System Development was applied to the Fund Balance, and $62,750 was applied to the Tax Levy for a total of $400,000.

These resolutions were adopted by the Marathon County Board of Supervisors at their Adjourned Annual Meeting which was held November 15, 1990.

Yours truly,

Louann

Louann E. Fenhaus
Marathon County Clerk

kdk
cc: William Forrest