

Resolution to Approve a Property Maintenance Management Agreement with the City of Baraboo for the UW-Platteville Baraboo Sauk County Campus

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: With the scaling back of the UW-Platteville to the Thomas C. Pleger Science Building and the Aural M. Umhoefer Building, responsibilities for general maintenance of the facilities was transferred to the UW Campus Commission. Sauk County to assist in covering the costs associated with these additional maintenance/operational responsibilities included \$390,000 in the 2025 Budget. The intention being that Sauk County would assume property maintenance/management of the campus. To further define the respective responsibilities of the County and the City, a Property Maintenance Management Agreement has been created and accepted by the Campus Commission. A copy of the agreement is attached as Exhibit A.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, who met in regular session, hereby approves the Property Maintenance Management Agreement (Exhibit A) with the City of Baraboo, and authorizes the County Administrator and the UW Campus Commission Chair to execute said Agreement; and

Approved by the Executive and Legislative Committee on August 5, 2025.

Approved by the Public Works and Infrastructure Committee on August 11, 2025.

To be presented to the County Board on August 19, 2025.

Consent Agenda Item: ☐ YES ☒ NO

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

Vote Required: Majority = X 2/3 Majority = 3/4 Majority =

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: _____.

Offered and passage moved by the Executive and Legislative Committee:

Chair Tim McCumber ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

_____ ☐ Aye ☐ Nay ☐ Abstain ☐ Absent
Vice-Chair John Deitrich

Supervisor Lynn A. Eberl ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Brian Peper ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Marty Krueger

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Dennis Polivka

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Mark "Smooth" Detter

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Patricia Rego

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Sheila Carver

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Offered and passage moved by the Public Works and Infrastructure Committee:

Chair Brian Peper

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Vice-Chair Kevin Schell

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Thomas Dorner

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Terry Spencer

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Bryant Hazard

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Valerie McAuliffe

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Mark "Smooth" Detter

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Bill Stehling

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Robert Spencer

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Fiscal Note: The UW Campus Commission adopted its 2025 Budget, which includes funds for the operation and maintenance of the facilities. In addition, Sauk County included \$390,000 to be used for additional operation and maintenance purposes at the Campus, which cover items noted in the Property Maintenance Management Agreement. Fees associated with long-term and short-term leases will be provided to the County for reimbursement of additional expenses.

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108 MIS Note: None

EXHIBIT A

CAMPUS PROPERTY MAINTENANCE MANAGEMENT AGREEMENT

Agreement between Sauk County ("County") and the City of Baraboo ("City") as follows:

WHEREAS, The County and City jointly own as tenants in common, the real estate, buildings, and other improvements generally recognized as the UW-Platteville Baraboo-Sauk County Campus ("Campus"), as described in the 1995 Intergovernmental Agreement between the City and County; and

WHEREAS, the University of Wisconsin – Platteville has reduced their use of Campus facilities, leaving vacant buildings and outdoor spaces for the County and City to manage; and

WHEREAS, the County has voluntarily agreed to assume services related to the maintenance of the Campus at its own expense, during the term of this agreement; and

WHEREAS, the County and City make this Agreement to define responsibilities between the parties with respect to maintenance of the Campus that have not previously been under the jurisdiction of the County and City.

NOW, THEREFORE, based on the good and valuable consideration stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Duties of County:** County shall provide the following services, related to the management of the Campus property:
 - A. Provide all routine property maintenance services such as:
 1. lawn care;
 2. landscaping;
 3. snow plowing;
 4. minor repairs, which are not complex and that restore a building item to a functional state by use of readily available parts focusing on minor replacement of worn-out or damaged building components through simple fixes;
 5. janitorial services; and
 6. use of County network to check HVAC controls and program doors and other building functions remotely.
 - B. Identify Capital improvements, which include the permanent alteration or upgrade to the property that enhances the property's value, its useful life, or adapts it for a new use, and recommend them to the Campus Commission for inclusion in their Capital Improvement Plan.
 - C. Provide the UW Baraboo-Sauk County Campus Commission (Commission) with monthly financial reports, which detail any long-term lease revenue received, staffing-related expenditures, and routine property maintenance expenditures.
 - D. Manage all Campus-use Lease Agreements of longer than fourteen (14) consecutive days. All leases of campus facilities of more than fourteen days shall be negotiated by the County and City Administrators or their designees and require approval of the Campus Commission.
 1. Rental fees for long-term leases shall reimburse the County for associated expenses incurred, which shall be set through the fee schedule.
 2. Remaining fees associated with the short-term rental of space shall be provided to the County as per Section 3 of this agreement.
2. **Duties of the City:**
 - A. Manage all short-term property rentals of 14 days or less through the City's Parks, Recreation, and Forestry Department. All damage deposits and rental fees shall be accounted for through the City's Finance Director/Campus Commission Fiscal Agent, reported monthly to the Campus Commission.

1. Rental fees shall reimburse the City for associated expenses incurred, which shall be set through the fee schedule.
 2. Remaining fees associated with the short-term rental of space shall be provided to the County as per Section 3 of this agreement.
- B. Provide part-time staff assistance in the opening/closing of buildings rented through the short-term rental system when opening, closing, or supervision is needed to cover weekends or other instances when County “flex-time” is not possible or would trigger overtime pay.
- C. The short-term rental policy, damage deposit policy, and rates shall be reviewed and approved annually by the Campus Commission.

3. **Revenues:**

- A. Revenue from leases shall be used to reimburse the County for the routine property management expenses, as identified in this agreement. Payment shall be made to the County quarterly.
- B. At the end of any fiscal year, should lease/rental income exceed the County’s routine property management expenses, the excess shall be transferred to the Commission’s capital improvement fund.

4. **Terms:**

- A. The Term of this agreement shall be from January 1, 2025, to December 31, 2025. This agreement will automatically renew for three (3) consecutive one (1) year terms. The City of Baraboo and Sauk County each have the option to opt out of this agreement, with a minimum of 90 days’ notice before the end of the term.

5. **Notices.** Any legal notices required by this Agreement shall be made in writing to the address specified below:

County – County Clerk
505 Broadway
Baraboo, WI 53913

With a Copy to: Buildings & Grounds Director
510 Broadway
Baraboo, WI 53913

City – Baraboo City Clerk
101 South Blvd.
Baraboo, WI 53913

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the parties.

6. **Insurance.** During the term of this Agreement, County and City shall maintain the following insurance:

1. Property insurance shall be maintained by the Campus Commission, to include coverage for buildings, personal property, and property in the open; at appropriate limits as set by the Campus Commission.
2. Both the City and the County shall maintain insurance for the type and amount specified below to ensure that whether a claim arises against the City for its oversight through the rental program for the property or against the County for oversight through property maintenance related items, sufficient insurance is available to handle all claims.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.

Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance must name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

- 7. **Subcontractors.** It is understood and agreed that the City and the County may contract with subcontractors who are not employees of County to complete some of the services performed hereunder. County shall remain responsible for all work completed and for all obligations under this Agreement, despite the fact that as a matter of law, subcontractors may also incur liability. The City and the County shall insure that all of its subcontractors comply with all requirements of this Agreement. Additionally, all subcontractors shall have insurance of the same types and in the same amounts required of County by this Agreement with the same provisions for naming the City and County as an additional insured and the same provisions for cancellation notice.
- 8. **Delay in Performance.** Neither party shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 9. **Governing Law, Jurisdiction and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.
- 10. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.
- 11. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 12. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed as severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the portion or provision held to be void. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

12. **Integration.** This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. Nothing in this contract, however, supersedes any prior Agreement, including the 1995 Inter-Governmental Agreement (IGA) and the duties cited therein for the City and County to act as tenants in common and contribute on an equal basis toward the approved annual budget. Any contributions over and above the approved annual budget, whether cash, capital equipment or improvements, or in-kind services, by either party, shall be treated as separate from the IGA.
13. **Assignment.** Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party and the Commission.
14. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
15. **No Construction Against Either Party.** This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.
16. **Multiple Originals.** This Agreement may be executed in multiple originals, each of which, together shall constitute a single agreement.
17. **Statutory Protections.** It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the City and County of any immunity, liability limitation or other protection available to the City and County under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or within the Agreement provide a greater benefit to the City and County shall apply unless the City and County elects otherwise.
18. **Open Records Law Compliance.** County and City understand and agrees that the provisions of the Wisconsin Open Records Law and other laws relating to public records apply to records kept by County and City. County and City agree to fully comply with such laws, and to cooperate with one another in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of either party shall be at its sole cost and expense.
19. **Amendment.** No amendment of this Agreement shall be binding unless in writing and signed by all of the parties.
20. **Equal Employment Opportunity.** Should the County also have similar language under this section? Both the City and County hereby affirms their support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11216 and other applicable laws and regulations. The City and County affirms their policies to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a veteran, including a veteran of the Vietnam era, membership in the national guard or reserve components of the military of the United States, political affiliation, or any other legally protected status. It is Contractor's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The City and County both, further affirm their completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.
21. **Time of the Essence.** Except as otherwise specifically stated herein, time is of the essence with respect to all provisions of this contract that specify a time for performance.

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments, if any; they have authority to enter into Agreement on behalf of the corporation or other entity they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments, if any, as outlined in Agreement:

Sauk County by:

Lisa Wilson
Sauk County Administrator

Date: _____

Campus Commission by:

Bryant Hazard
Sauk County Campus Commission Chair

Date: _____

City by:

John Young
City Administrator

Date: _____