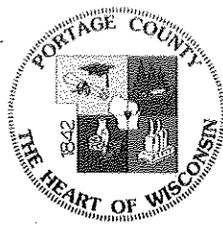




AGENDA

SPACE & PROPERTIES COMMITTEE

MEETING DATE:	Tuesday, June 4, 2019
MEETING TIME:	4:30 PM
MEETING LOCATION:	Portage County Annex Conference Room 1&2, 1462 Strongs Avenue, Stevens Point, WI 54481.
AGENDA:	Call to Order Roll Call
PUBLIC NOTICE:	Members of the Public who wish to address the Space and Properties Committee on specific agenda items must register their request at this time, with such comments subject to the reasonable control of the Committee Chair as set forth in Robert's Rules of Order.
REVIEW VENDOR INVOICE LIST:	Review Vendor Invoice List Dated May 1, 2019.
APPROVAL:	Meeting Minutes for May 7, 2019.
DISCUSSION/POSSIBLE ACTION:	<ul style="list-style-type: none"> • Request for special meeting attendance • Approval of attendance of special meetings • Special meeting attendance report
PRESENTATION:	Concept design and initial test-fit of the Government Center & LEC.
DISCUSSION/POSSIBLE ACTION:	Authorizing BWBR/Dewberry to commence with the design development on 20-25 acres of green space.
DISCUSSION/POSSIBLE ACTION:	Lease update for 1039 Ellis and CREATE Portage County.
DIRECTOR'S REPORT:	<ul style="list-style-type: none"> • Daily Operations • Health Care Center meeting update
NEXT MEETING DATE:	Tuesday, July 2, 2019 at 4:30 p.m. in Annex Conference Room 1 & 2.
ADJOURNMENT:	<p>A quorum of the Portage County Board Supervisors, or any committee thereof, may be present at this meeting.</p> <p>Any person who has special needs and plans on attending this meeting should contact Todd Neuenfeldt to request reasonable accommodations. Todd Neuenfeldt can be reached by telephone at (715) 346-1598, or by mail at 1462 Strongs Ave, Stevens Point WI 54481, or by e-mail at neuenfet@co.portage.wi.us</p>



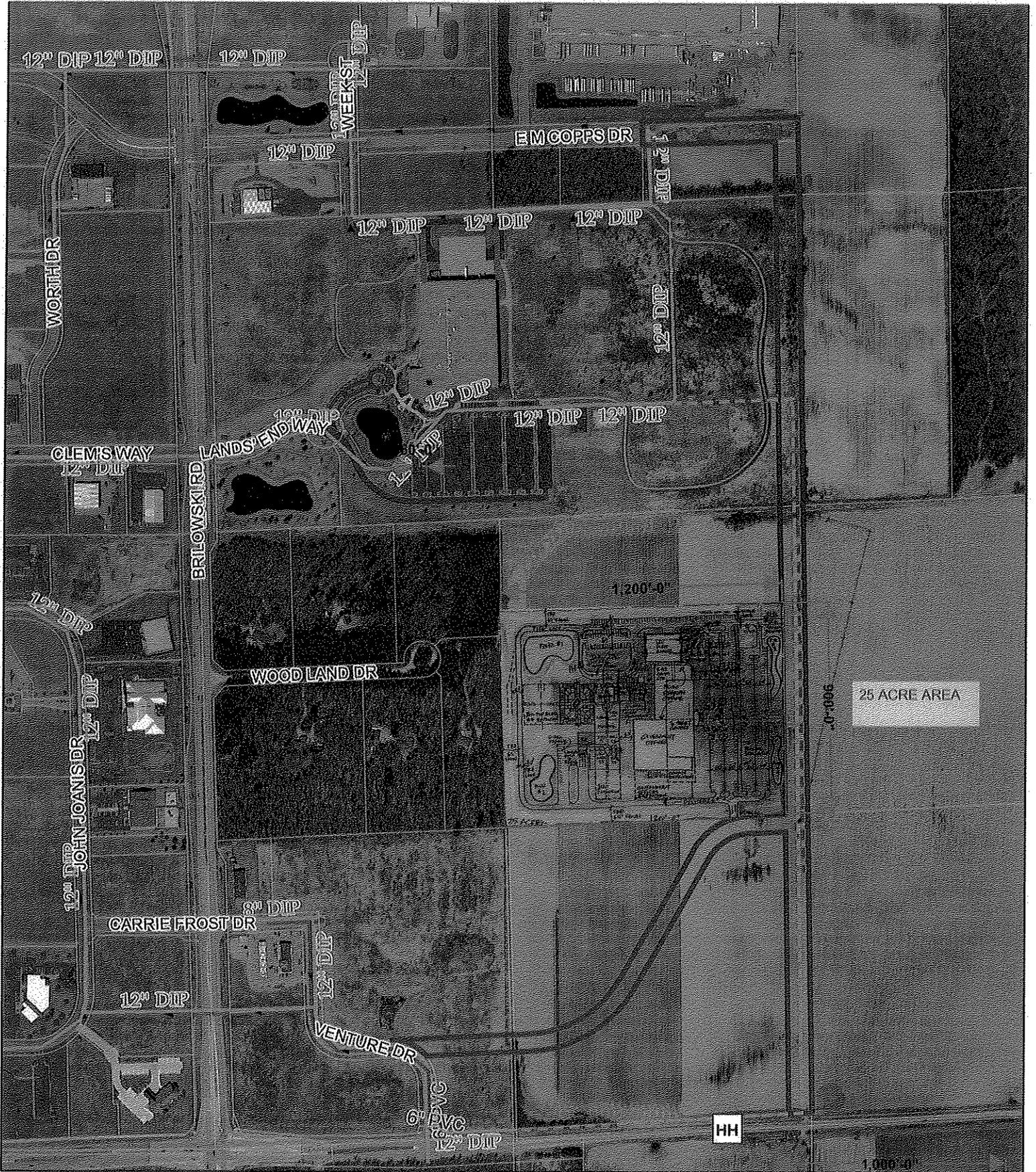
**Minutes
SPACE & PROPERTIES COMMITTEE**

MEETING DATE:	Tuesday, May 7, 2019
MEETING TIME:	4:30 PM
MEETING LOCATION:	Portage County Annex Conference Room 1&2, 1462 Strongs Avenue, Stevens Point, WI 54481
MEMBERS PRESENT:	Jeanne Dodge, Dave Medin, Don Jankowski, Dennis Raabe, and Mike Splinter were in attendance.
CALL TO ORDER:	Meeting was called to order by Dodge at 4:30 p.m.
ROLL CALL:	Revealed a quorum.
APPROVAL: Meeting Minutes for April 2, 2019 and March 28, 2019.	Motion to approve minutes by Jankowski. Seconded by Raabe. Motion carried with unanimous voice vote.
DISCUSSION/POSSIBLE ACTION: <ul style="list-style-type: none"> • Request for special meeting attendance • Approval of attendance of special meetings • Special meeting attendance report 	Report by Chairman Dodge on attending Tax Deed property review with County Clerk and others April 22 and April 23, 2019. They observed conditions relating to 30 properties in Portage County.
DISCUSSION: Update on lease with CREATE for 1039 Ellis building.	Director Neuenfeldt and Corporation Counsel are working out the specifics of the lease for 1039 Ellis. Per Corporation Counsel they should have a lease to present at next meeting.
DIRECTOR'S REPORT:	<p>Health Care Center: The boilers are running as expected. Facilities has started chlorine testing in the Health Care Center with good success. We will continue to develop the testing parameters and expect to test for Legionella by August.</p> <p>Annex: The new condenser unit for the IT Server Room has been installed and is operating as expected.</p> <p>Courthouse: The New chairs for the Courts and County Board Room have been repaired and have been put into service. Facilities will be working with a vendor this week to replace a number of failed window panes in the Branch III Courtroom. Facilities has placed the retired Toro Groundsmanager lawn mower on the Wisconsin Surplus Auction site. Previous auctions have proved the auction site to be the best method to dispose of used equipment.</p> <p>Parks Department: Facilities will be completing the Lake Emily Campground expansion this week.</p> <p>Health and Human Services/Ruth Gilfry Building: Facilities is working with multiple vendors to remodel the Clinic Exam</p>

	<p>Rooms. HVAC will be added to the exam rooms as part of the remodel project.</p> <p>Grounds: Facilities has ordered flowers for the flower beds at the Courthouse, LEC, and Health Care Center. Facilities has dethatched all of the lawns.</p> <p>HVAC: Facilities has started annual coil cleanings on the condenser units and chillers.</p> <p>Library: Facilities has installed a new water softener in the downtown Library.</p> <p>Health Care Center meeting update: The Health Care Center meeting was April 17. Director Neuenfeldt presented many estimated costs to remodel, raze estimate, and the land acreage on that site. The discussion moved on to say there has to be a Business Plan determined.</p>
NEXT MEETING DATE:	<p>Tuesday, June 4, 2019 at 4:30 p.m. in Annex Conference Room 1&2. Also reminder of Joint CIP/EDC, Finance and Space & Properties Meeting May 8, 2019 at 3:30.</p>
ADJOURNMENT	<p>Motion by to adjourn by Raabe. Seconded by Splinter. Motion carried with unanimous voice vote. The meeting adjourned at 5:26 p.m.</p>
MINUTES PREPARED BY	<p>Deb Aldridge</p>

DRAFT

Potential East Park Center County Campus



 Potential County Campus Site

 Future Water Main

 Water Mains

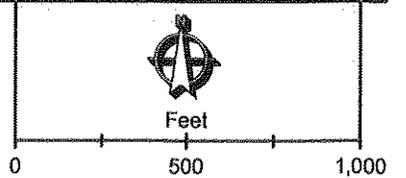
 Future Wastewater Main

 Sewer Gravity Mains

 Future Right-of-Way

 Parcel Boundaries

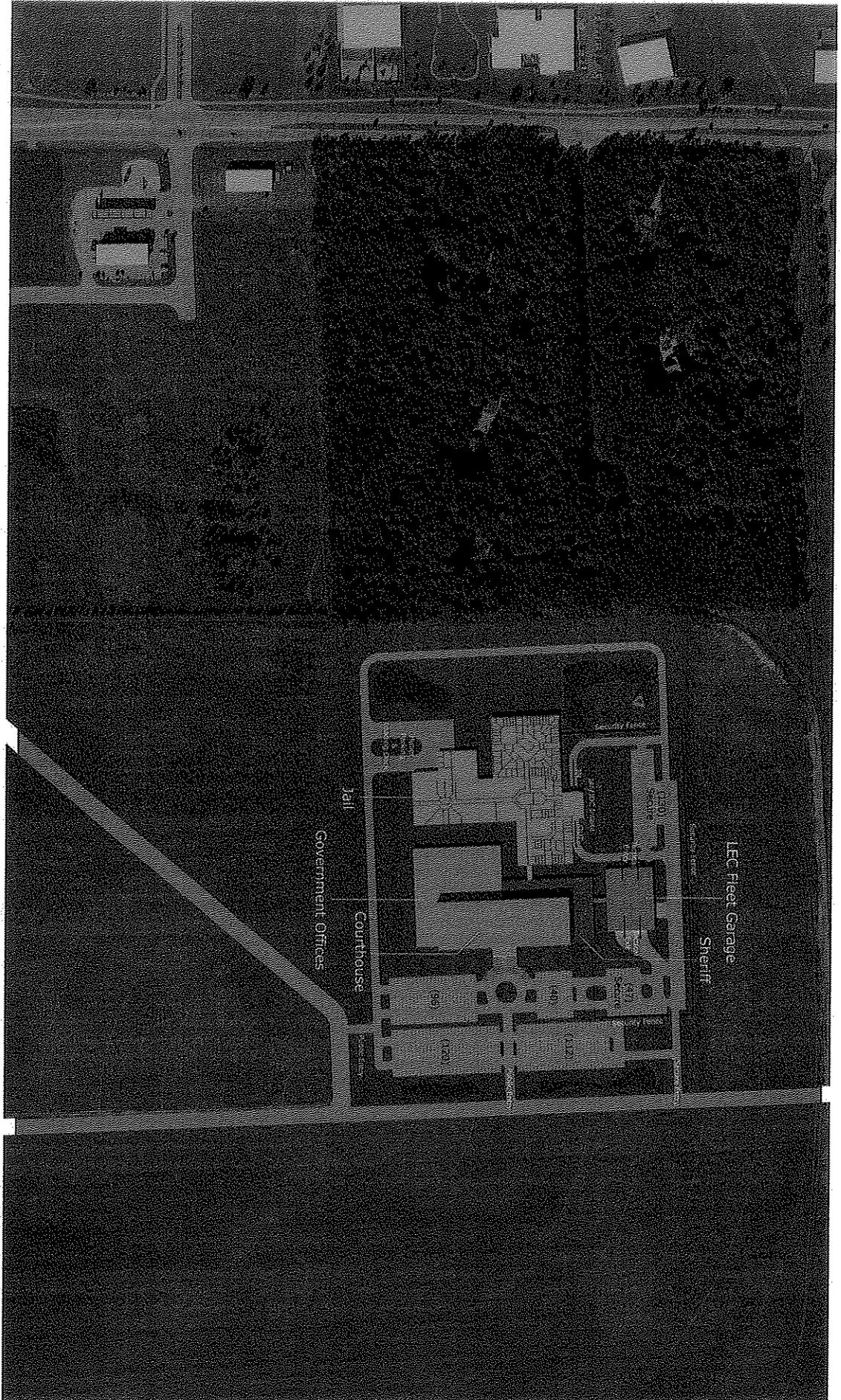
Future locations are subject to change



Map prepared: November 29, 2018

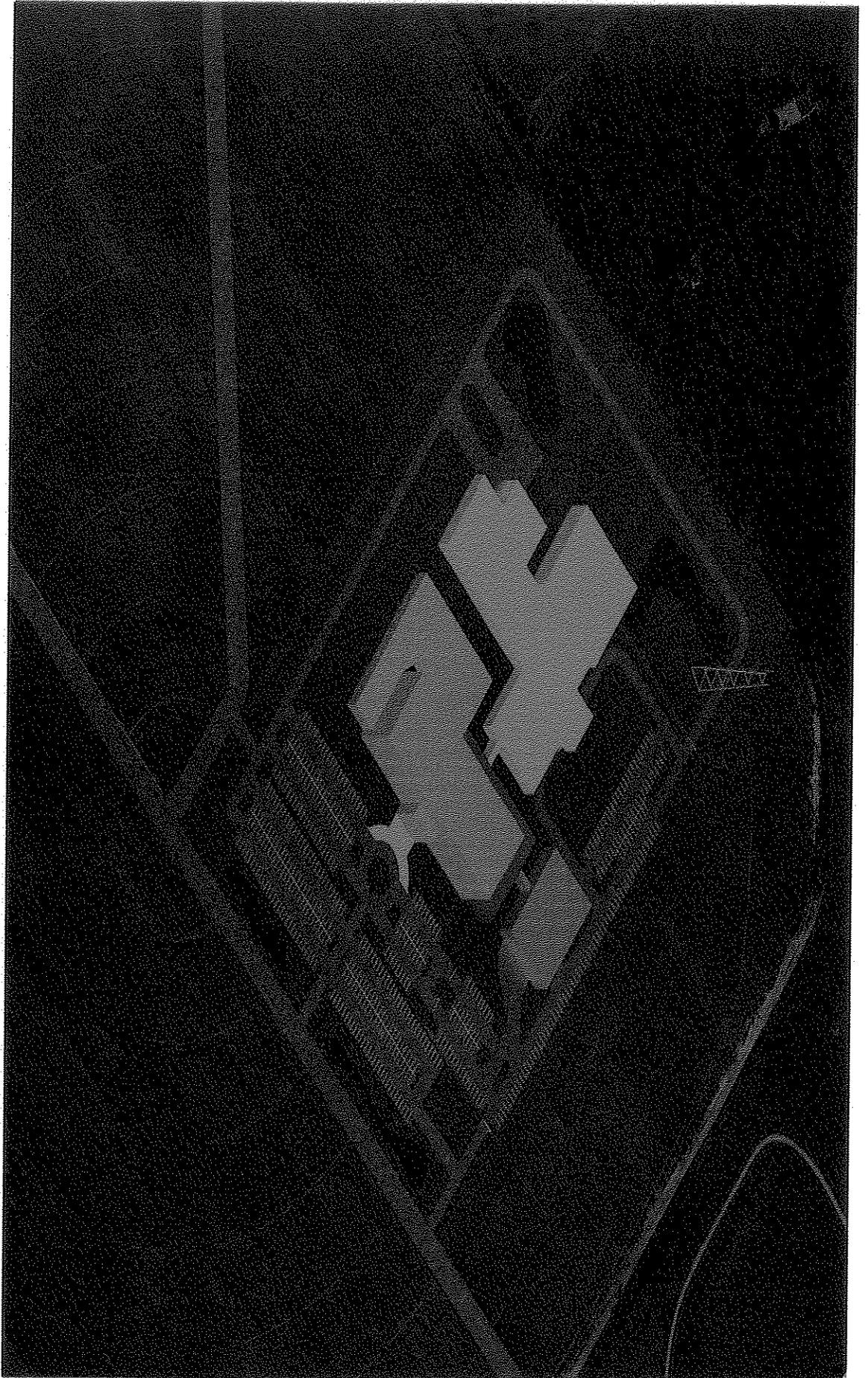


East Park Center
County Campus Site Concept

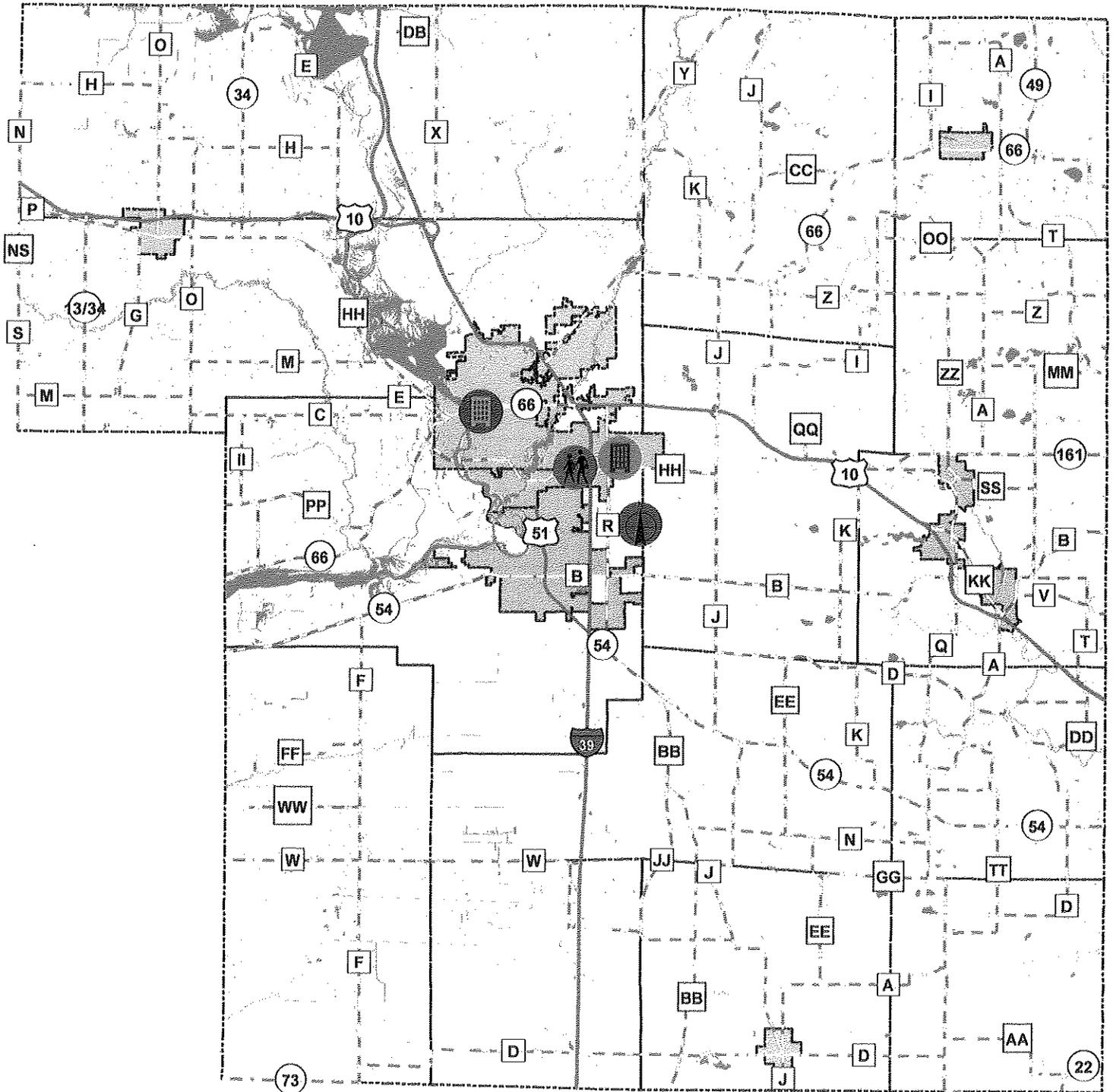




East Park Center
County Campus Site Concept



Geographic Center and Center of Population in Portage County, Wisconsin



Possible Future Courthouse



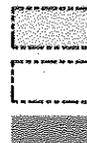
Center of Population



Existing Courthouse



Geographic Center



City and Villages



Towns



Lakes and Rivers

— Interstate / Federal Highway

- - - State Highway

- - - County Road

The location of the center points is calculated from the average x and y values for the county boundary. For population, x and y values are weighted by population counts from the 2010 census.

RESOLUTION NO. _____

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: AUTHORIZING BWBR/DEWBERRY TO COMMENCE WITH THE DESIGN DEVELOPMENT ON 20-25 ACRES OF GREEN SPACE

WHEREAS, BWBR/Dewberry has been authorized to develop a master plan for the Government Facility Project and Portage County has entered into a contract with BWBR/Dewberry for these services; and,

WHEREAS, the concept development process for the downtown location indicated that the initial estimates for the Government Facility Project would be cost prohibitive; and

WHEREAS, current projects associated with TIF #10 will effectively hem the County in and make it increasingly difficult to answer questions surrounding parking availability and future expansion(s); and

WHEREAS, the City of Stevens Point has a number of conceptual plans for the future of the downtown district that do not rely upon the County's continued presence in the area; and

WHEREAS, the County of Portage could benefit from the sale, renting, or leasing of its building located at 1039 Ellis in order to bring in revenue for the Government Facility Project or other needs around the County; and

WHEREAS, public input from around the County has been in favor of a Government Facility Project in general and with a slight preference for a green space location; and

WHEREAS, both the geographic center and population center of the County are closer to the proposed green space location than to the current location of County operations in the downtown area; and

WHEREAS, the owner's representative for the County of Portage has identified a potential savings of 10-20% by building on a green space; and

WHEREAS, based on all of this information and the pros and cons to each of the options in front of the Portage County Board of Supervisors for its consideration, staff recommends pursuing a green space option;

FISCAL NOTE: There are no funds necessary to authorize this resolution to endorse the green space location for the purposes of developing a long-term plan for government facilities. This decision is necessary to allow for the continued design development of this project as outlined in previous resolution 8-2018-2020 which authorized funds necessary to make progress payments from the capital projects fund committed fund balance for the government facility project. These payments will later be reimbursed from bond proceeds unless the project fails to progress of which any payments made will remain funded with existing county funds.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors hereby approves the design development of a 20-25 acre green space.

BE IT FURTHER RESOLVED, that this design development is being pursued by the County of Portage for its long-term planning purposes.

DATED THIS 18th DAY OF JUNE, 2019.

RESPECTFULLY SUBMITTED,

SPACE & PROPERTIES COMMITTEE

Date: June 4th, 2019

Jeanne Dodge – Chair

Dave Medin – Vice Chair

Mike Splinter – Committee Member

Donald Jankowski – Committee Member

Dennis Raabe – Committee Member

CAPITAL IMPROVEMENTS/ECONOMIC DEVELOPMENT COMMITTEE

Date: June 4th, 2019

Al Haga – Chair

Barry Jacowski – Planning & Zoning Designee

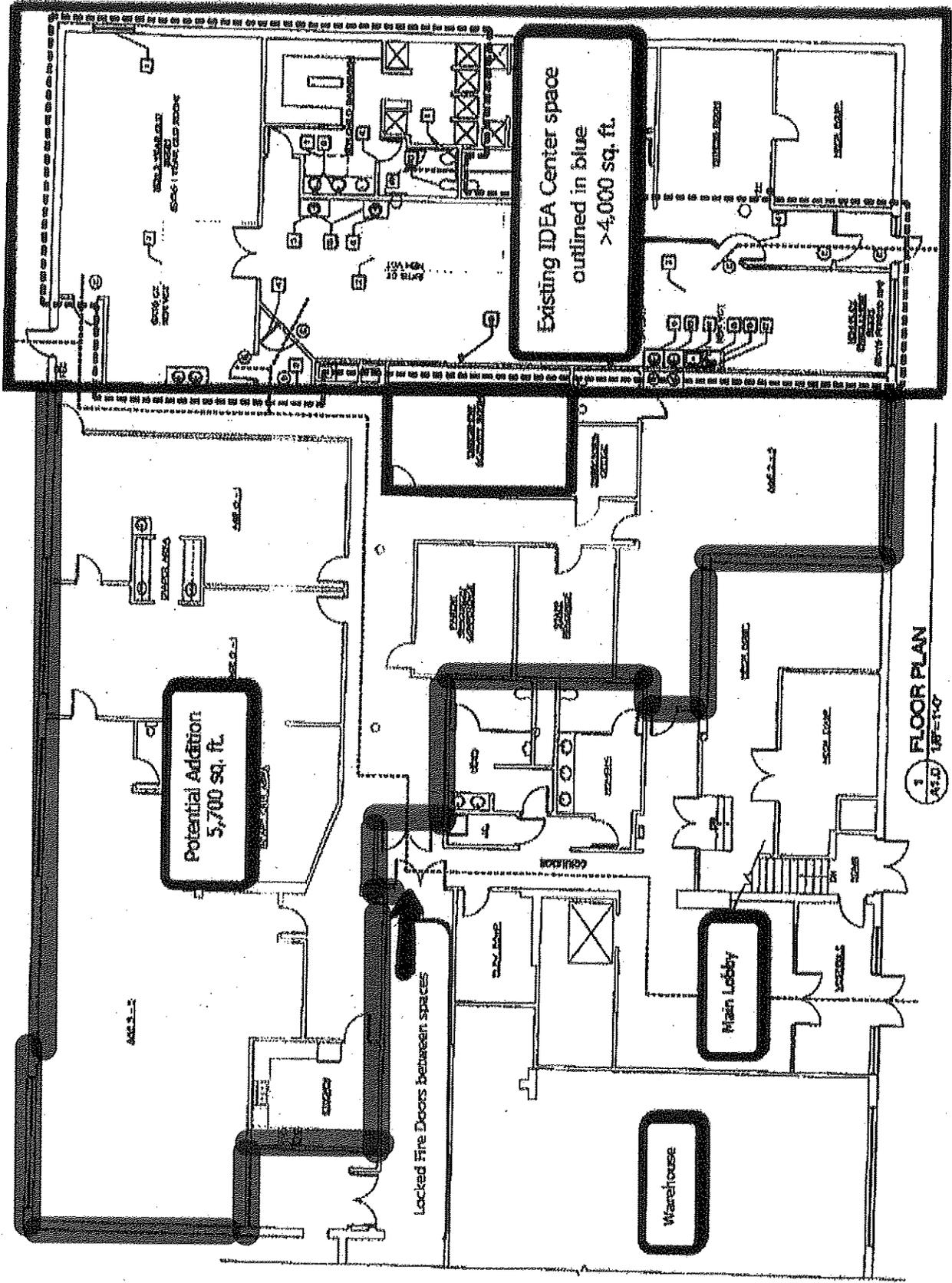
Jeanne Dodge – Finance Designee

Donald Jankowski – Space & Properties Designee

Larry Raikowski – Finance Designee

Potential IDEA Center Expansion
1039 Ellis Street, First Floor

Water Street Entrance



1 FLOOR PLAN
A.S.D. 1/8"=1'-0"

Exhibit A

N

ARTS ALLIANCE OF PORTAGE COUNTY, INC.
MONTH-TO-MONTH LEASE AGREEMENT FOR SPACE
IN THE 1039 ELLIS STREET, STEVENS POINT, WISCONSIN
BUILDING

This Lease Agreement ("Lease") made and entered between Portage County, a Wisconsin municipal corporation, the ("Landlord"), and Arts Alliance of Portage County, Inc dba CREATE Portage County, a Wisconsin non-profit corporation, ("Tenant").

1. **Leased Premises.** The Landlord in consideration of the rent and the covenants to be kept and performed by both parties, hereby leases to Tenant the space identified as consisting of approximately 9,700 square feet (the "Premises"), on the ground floor of the building known as the Idea Center, f/k/a the Associated Bank Building, at 1039 Ellis Street, Stevens Point, Wisconsin (the "Property"). The Tenant has inspected and currently occupies the Premises and agrees to accept them in "as is" condition. The Premises are more particularly described in Exhibit "A" attached hereto.

2. **Use of Premises.** The Premises shall be used for and confined to the following operations and purposes: activities related to the "Idea Center" such as development of small businesses, support of entrepreneurship, support of community development projects, workforce training, arts and entertainment programs and classes and meetings in furtherance of these goals. The Tenant will be responsible for maintaining a list of permitted occupants and users throughout the term of the tenancy with the list provided to the Landlord monthly. The Tenant must obtain prior written approval of the Landlord for any alternate use. The Tenant shall not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any business or purpose that is unlawful or deemed by the Landlord, in its sole discretion, to be extra-hazardous or potentially dangerous, nor will the Tenant permit anything to be done that would in any way increase the rate of fire or liability or any other insurance coverage on the Building and/or its contents, cause the load upon any floor of the Building to exceed the load for which the floor was designed or the amount permitted by law, or use electrical energy exceeding the capacity of the then existing feeders or wiring installations. The Tenant shall comply with all applicable laws, ordinances, rules and regulations relating to the use, condition or occupancy of the Leased Premises. The Tenant shall further conduct its business and control its agents, employees, invitees, and visitors in such a manner as not to create any nuisance, or interfere with, annoy or disturb any owner or tenant of adjacent property.

3. **Term.** The term of this Lease shall be for a period of one month commencing on the 1st day of April, 2019, and continuing thereafter from month-to-month, subject to all terms and conditions of this Lease including, without limitation, those set forth in Section 14 below. The Landlord or Tenant may terminate this Lease by providing notice as follows:

A. **Tenant's Termination** - By providing Landlord with written notice of termination, not less than thirty (30) days after the last day of the month in which such written notice of termination is given.

B. Landlord's Termination -- By providing Tenant with written notice of termination not less than ninety (90) days after the last day of the month in which such written notice of termination is given, subject to the following: If Tenant is in violation of any Lease provision at the time Landlord provides Tenant with written notice of termination, said notice shall be given not less than thirty (30) days after the last day of the month in which such written notice of termination is given.

4. **Rent.** Other than the Tenant's obligation to pay for items identified in this Lease (e.g., Maintenance and Repairs, and Indemnification and Insurance), the Tenant is not obligated to pay monetary rent in any amount.

5. **Alterations and Additions.** The Tenant shall make no alterations or improvements to the walls or other portions of the Premises, including but not limited to, the construction of additional walls or the moving of walls, during the term of this Lease without first obtaining the written consent of the Landlord. Tenant may use Landlord's or its own contractors and subcontractors to perform the work requested provided that the Landlord approves all such workmen in advance of commencement of work. The parties hereto agree that Landlord shall have complete control over all aspects of such alterations and improvements. Tenant shall indemnify and hold Landlord harmless for any claim or damages arising in connection with or related to such alterations and improvements as provided in Section 10. Any alterations or improvements made by the Tenant, or on behalf of Tenant, shall become the property of the Landlord at the termination of the Lease without cost to the Landlord unless the Landlord in its sole discretion directs the Tenant to remove such alterations and improvements from the Premises, in which event the Tenant shall remove such alterations, improvements and additions and restore the Premises to the same order and condition in which it was at the commencement of this Lease at the Tenant's sole cost and expense. Should the Tenant fail to do so the Landlord may do so and collect, at its option, all costs and expenses from the Security Deposit bond as set forth in section 4. The Tenant shall pay all sums due and payable as a result of all alterations made to the Premises within ten (10) days from the date of a notice of bill for the same from the Landlord. The Tenant is responsible for carpeting, painting of walls as required by the Tenant and the cost of doors needed to the suite area, all subject to the consent of the Landlord.

6. **Utilities.** The Tenant must make arrangements for communications and data provider services (the words "communications" and "data" as used in this Lease shall include any and all telephonic or electronic transmissions from one place to another or written materials or oral communications and/or transmission of data). The Tenant shall be responsible for paying directly to the service provider, when due, such phone and data line installation charges and monthly service charges as well as the actual costs of all usage of those services. In the event that the Tenant elects to move from the Premises to other premises within the Property, the Tenant acknowledges that it will be liable for the foregoing installation charges for each and every such move.

In addition, Tenant agrees to pay and reimburse Landlord monthly 10% of All Other Utility Charges to Landlord for the entire building square footage at 1039 Ellis Street. All Other Utility Charges shall include those provided to the Property for electricity, natural gas, water, and sewer.

On or before the _____ day of each month, Landlord will notify Tenant in writing of Tenant's 10% share of All Other Utility Charges to Landlord during the previous month for the entire building at 1039 Ellis Street. Tenant shall pay that amount to Landlord on or before the _____ day of each month.

In the event the Tenant desires to lease additional space in the Property beyond that described in Section 1 of this Lease, Tenant and Landlord agree that Tenant shall pay and reimburse Landlord an additional _____ % of All Other Utility Charges for each additional _____ square feet of space leased.

7. **Moveable Furniture and Equipment.**

A. All moveable furniture and equipment installed by the Tenant shall be removed at the expiration or earlier termination of this Lease provided the Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; and provided that in the event of such removal, the Tenant shall repair any and all damages incurred to the Premises and/or Property caused by removal and promptly restore the Premises and/or Property to its original order and condition.

B. Any such furniture or equipment not removed at or prior to termination shall be and become the property of the Landlord at termination.

C. The Tenant shall not install any furniture or equipment on the Premises or make any alterations to the Premises which may require any change in heating, air conditioning, electrical, water or sewer systems without the prior written approval of the Landlord.

8. **Maintenance and Repairs.** The Landlord shall keep in good repair the common areas, roof, exterior walls but not dividing walls inside the Premises, all electrical, heating, cooling and plumbing systems, gutters, downspouts and exterior painting. The Tenant is responsible for the cost of lighting fixture and plumbing fixture parts only; Landlord shall be responsible for labor to install lighting fixtures and plumbing fixtures that need to be repaired or replaced due to normal wear and tear. However, the Landlord shall not be liable (and shall assess the costs thereof to the Tenant) when any repair is made necessary by the negligent or willful acts or omission of the Tenant, its agents, invitees or employees, reasonable wear and tear excepted. The Tenant will keep all other aspects and locations of the Premises in good repair for the term of this Lease at its own expense, and at the expiration of the Lease, Tenant shall deliver the Premises to the Landlord in like condition as when taken, reasonable wear and tear excepted. Each day that the Tenant occupies the Premises it shall maintain the Premises in a clean, sanitary, neat and attractive condition. The Premises may contain a thermostat that regulates the heating and cooling systems in the Property. The Landlord shall determine the proper settings for the thermostats and the Tenant shall not change the settings without the prior written approval of the Landlord. The Landlord shall have access to the thermostat (if any) on a regular basis, daily if necessary, to ensure that the thermostat is being maintained at the designated settings.

9. **Signs.** The Tenant shall obtain the written approval of the Landlord prior to displaying any sign on the interior of the Premises. Any such sign must be of the size, color and style as the Landlord shall approve. Exterior signage shall be allowed with consent of the Landlord.

10. **Indemnification and Insurance.** Tenant shall indemnify and hold Landlord harmless from and against all costs, damages, claims, liabilities and expenses (including attorney's fees) suffered by or claimed against Landlord, directly or indirectly, based on, arising out of or resulting from (a) use and occupancy of the Leased Premises, (b) repair or maintenance of the Leased Premises which are the obligations of Tenant, (c) any act or omission by Tenant or Tenant's employees, agents, assignees, subtenants, contractors, licensees or invitees, or (d) any breach or default in the performance or observance of Tenant's covenants or obligations under this Lease.

The Tenant agrees to purchase and keep in full force and effect at all times during the term of this Lease, commercial general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence, for injuries to or death of persons, and at least one million (\$1,000,000) per occurrence for damage to property. Such insurance shall name the Landlord, its agents, employees and officials and the Manager of the Property as additional insured parties under the policy. Tenant shall provide Landlord with a current Certificate of Insurance confirming those coverages and insureds during all times Tenant has the right to occupy the Premises under this Lease. Tenant's failure to provide this requested proof of insurance to Landlord shall constitute a violation of the Lease, and Landlord shall be authorized to terminate the Lease on thirty (30) days' written notice as provided in Section 3.B.

The Tenant shall be responsible for any damages it, its employees, agents, representatives or invitees may cause to the Premises or to any personal or other property belonging to the Landlord that may be on such Premises. Any insurance purchased by the Landlord covering the Premises or its contents will not provide any coverage for any property belonging to the Tenant. If the Tenant wishes such coverage for its property or for loss of premises as a result of fire or other casualty, then Tenant will be solely responsible for purchasing same.

All insurance policies required under this Lease shall provide that the Landlord shall be given thirty (30) days advance notice prior to the reduction of or cancellation of any insurance policies required hereunder.

A copy of the insurance policies or certificates showing the same to be in full force and effect shall be delivered to the Landlord before the Tenant's occupancy of the Premises.

Any deductibles or self-insured retentions applicable to required coverages shall be paid by the Tenant, and the Landlord shall not be required to participate therewith. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the Landlord shall be in excess of the Tenant's insurance and shall not contribute therewith. Failure of the Tenant to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the Landlord. All rights of subrogation against the Landlord shall be waived. All coverages for subcontractors of the Tenant, if any, shall be subject to all of the requirements stated herein.

The failure of the Tenant to maintain and pay all insurance premiums for insurance required hereunder, when due and payable, shall be grounds for the immediate termination of this Lease by the Landlord.

11. **Release.** Landlord and its employees and agents shall not be liable to Tenant, Tenant's employees, agents, assignees, subtenants, licensees, concessionaires, or to any other person or entity for any damage (including indirect and consequential damage), injury, loss, compensation or claim whatsoever, including but not limited to claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever (except as otherwise provided in this Article), including but not limited to the following: repairs to any portion of the Leased Premises which are the obligation of Tenant; interruption in the use of the Leased Premises or any equipment therein; any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or entity) of the following services: heating, cooling, electrical, sewerage, water, communications, data transmission, plumbing equipment or apparatus; the termination of this Lease arising in connection with the destruction of the Leased Premises; any fire, robbery, theft, vandalism, mysterious disappearance and/or any other casualty; the actions of any other tenants of the Leased Premises or of any other person or entity; and any leakage in any part or portion of the Leased Premises, or from water, rain, ice or snow that may leak, into, or flow from, any part of the Leased Premises, or from drains, pipes or plumbing fixtures in the Leased Premises. It further is understood and agreed that any failure or inability to furnish any services by Landlord shall not be considered an eviction, actual or constructive, of Tenant from the Leased Premises and shall not entitle Tenant to terminate this Lease or to an abatement of any Rent payable hereunder. Any goods, property or personal effects stored or placed by Tenant, its employees or agents in or about the Leased Premises and any data regardless of how stored (including but not limited to data stored magnetically or electronically) shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor.

In the event that at any time during the Lease Term Tenant shall have a claim against Landlord, Tenant shall not have the right to set off or deduct the amount owed or allegedly owed to Tenant from any Rent or other sums payable to Landlord, it being understood that Tenant's sole remedy for recovering upon a claim shall be to institute an independent action against Landlord.

12. **Assigning, Mortgaging, Subletting.** The Tenant agrees not to sublet, assign, transfer, or mortgage this Lease or sublet the Premises in whole or in part without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. In the event that at any time Landlord shall sell or transfer the Leased Premises or Landlord's interest therein, Landlord shall not be liable to Tenant for any obligations or liabilities based on or arising out of events or conditions occurring after the date of such sale or transfer. Within five (5) days after the written request of any purchaser or transferee of the Leased Premises of Landlord's interest therein, Tenant shall attorn to such purchaser or transferee.

13. **Access to Premises.** At any reasonable time the Landlord may enter the Premises to inspect for its own purposes and/or make repairs necessary under the terms of this Lease. At any time within sixty (60) days before the termination of this Lease, the Landlord may enter the Premises at reasonable hours to exhibit same to prospective Tenants. The Landlord reserves the right to inspect the Premises at all reasonable times in order to ensure that the Tenant is

complying with the provisions of this Lease. The Tenant will provide the Landlord with keys and or electronic codes which provide access to the Premises.

14. **Cancellation or Modification of Lease by the Landlord or the Tenant.**

A. In the event that the Tenant desires to change the size or location of the Premises leased under this Lease through either expansion of the existing Premises (where feasible) or relocation to another section of the Property, this Lease may be modified by the Tenant providing notice to the Landlord at least sixty (60) days prior to the date of modification, provided that a modified lease is successfully negotiated between the Landlord and the Tenant for the new premises.

B. In the event of some force majeure or Act of God substantially impairing the ability of Tenant to perform its business profitably, as determined by the Landlord in its sole discretion, then the Tenant may terminate the Lease without penalty upon giving thirty (30) days written notice of its intent to do so.

15. **Default.** The occurrence of any of the following conditions shall constitute an "Event of Default" under this Lease and shall entitle the Landlord at its option to terminate the Lease in which event the Tenant shall vacate the Premises within ten (10) days of the date of notice to vacate:

A. The Premises are vacated;

B. The Tenant becomes insolvent or transfers property in fraud of creditors;

C. The Tenant fails to comply with any provision or covenant of this Lease, any agreement attached hereto and/or any of the rules and regulations which may be established by the Landlord from time to time;

D. ~~The Tenant is responsible for and fails to remove or satisfy any mechanic's lien or other claim or lien assessed or charged against or otherwise encumbering the Premises or Property within thirty (30) days after such lien or claim arises; and/or~~

E. The Tenant uses the Premises or other parts of the Property for the conduct of any activity prohibited by law (whether state, local or federal) for which punishment is provided by fine or imprisonment. In such event, immediate termination and eviction shall occur, and the Landlord shall be held harmless by Tenant from any and all consequences of same.

Should the Tenant fail to vacate the Premises upon notice of termination, the Landlord shall have the right to reenter the Premises and remove the Tenant and its effects without being liable for any damages thereto. The failure by the Landlord to call for a termination of the Lease at any time shall not constitute a waiver of the Landlord's right to do so at a subsequent time. Upon the occurrence of an Event of Default, in addition to termination, the Landlord shall also be entitled to recover from the Tenant all unpaid rent through the end of the original or renewal term, whichever is applicable, as well as any other sums for which the Tenant is liable under the terms of this Lease, including attorney's fees. The foregoing rights shall be in addition to, and not in lieu of, any other rights and remedies which the Landlord may be entitled to by law.

16. **Damage or Destruction of Premises.** If the Premises shall be damaged or destroyed in whole or in part, by fire, acts of God, war or casualty or any other means so as to make the same

unusable for the purposes hereof, the Landlord shall have the option of repairing the Premises or of canceling this Lease in its entirety as of the date of the damage or destruction of the Premises. There shall be no obligation whatsoever on the Landlord to repair or rebuild the Premises in case of damage or destruction. If the Landlord elects to repair or rebuild the damaged Premises, during the period that the Premises are unusable by the Tenant for the purposes hereof, the rent shall be abated until the Premises are restored to a good tenable condition. If the Premises are unusable in part, the rent shall be prorated until the Premises can be restored to a good and tenable condition provided that:

A. If any delay in repair or restoration is caused by the Tenant failing to adjust its own insurance or remove its damaged goods, equipment or other property within a reasonable time, the rent shall not abate during the period of such delay;

B. If any damage to the Premises is caused by the negligent or willful acts or omissions of the Tenant, its agents or employees, there shall be no rent abatement.

17. **Subordination.** The Tenant agrees that this Lease and its interest therein shall be secondary to any mortgage, deed of trust, or any other instrument of financing or refinancing now or hereafter placed on the Premises or on the land underlying the Premises and/or the Property. The Tenant agrees to execute and deliver to the Landlord any and all documents that may be required to show that the Tenant's rights hereunder are secondary.

18. **Relationship of the Landlord and the Tenant.** The Tenant shall not use any trademark, service mark, logo or trade name of the Landlord, except as expressly approved by the Landlord in writing.

19. **Rules and Regulations.**

A. The Landlord shall have the right from time to time to promulgate and enforce rules and regulations with respect to the use and operation of the Premises, Property and common areas and to amend such rules and regulations from time to time. The Tenant shall faithfully observe and comply with these rules and regulations.

B. The Tenant recognizes the rights of the other tenants in the facility and will not disrupt, impede or otherwise interfere with the rights of other tenants in and to the facility by noise, objectionable use, disregard for safety and cleanliness or any other action or behavior which might be objectionable, in Landlord's sole discretion, to other tenants.

20. **Binding Successors.** This Lease is binding on the respective heirs, successors, representatives and assigns of the parties hereto.

21. **Construction of Lease.**

A. **Applicable Law.** The laws of Wisconsin shall govern the validity, interpretation, performance and enforcement of this Lease.

B. **Titles and Headings.** The titles and headings of this Lease are used only for convenience and are not to be construed as part of the Lease.

Arts Alliance of Portage County
Month-to-Month Lease of
1039 Ellis Street, Stevens Point, WI
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C. Entire Agreement. This Lease and its attachments contain the entire agreement between the parties hereto pertaining to the Premises and all negotiations and all agreements acceptable to both parties are included herein.

22. Notice. Wherever this Lease requires notice to be served on the Tenant or the Landlord, notice shall be sufficient if by actual delivery or if mailed by first class mail with postage fully prepaid to the following addresses and persons:

To Landlord: Portage County Facilities

c/o Todd Neuenfeldt
1462 Strongs Avenue
Stevens Point, WI 54481

715-346-1598

To Tenant: Arts Alliance of Portage County, Inc dba CREATE Portage County

c/o Greg Wright
Arts Alliance of Portage County, Inc dba CREATE portage county
P.O. Box 565
Stevens Point, WI 54481
715-254-0460

23. Non-discrimination. The Tenant covenants and agrees that in its use, operation and occupancy of the Premises no persons on the grounds of race, color, religious creed, sex, national origin, ancestry, marital status, age, or physical disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the operation of the Tenant's business and use of the Premises.

24. Purpose of Lease. This lease is for the benefit of both parties. Nonetheless, the terms of the Lease are material to the Lessor's ability to provide space to those businesses that Lessor determines in its sole discretion are capable of developing or growing into successful enterprises which will not need the lower-than-market benefits and other services offered by the Lessor and not traditionally found in other leasehold arrangements (with the possible exception of other business incubator leases). As a result, the Lessor will continue to possess, during and after the termination of this Lease, without threat of liability, claim or legal action of any sort, all the rights retained by it and set forth herein which include but are not limited to the right to review all business and financial records of the Tenant, and to right to terminate the Lease at any time. The Tenant accepts such conditions, although they may prove onerous to its operations. **Tenant hereby waives any and all rights that it may have or assert to have to make any claim or file any legal action against the Lessor, its directors, agents, officers or other representatives for any decision made or which it fails to make regarding the financial promise of the Tenant's business, its ability to be financially successful, or its rights to terminate the Lease. This exemption**

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from liability extends to any advice received by the Tenant from the Lessor or from third party consultants provided by the Tenant.

In WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

June _____, 2019

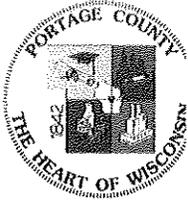
Arts Alliance of Portage County, Inc dba CREATE Portage County

By: Greg Wright, Executive Director

June _____, 2019

Portage County

By: Chris Holman, County Executive



County of Portage

Finance Department

1462 Strongs Avenue
Stevens Point, WI 54481
Phone: (715) 346-1330
Fax: (715) 346-1634

MEMO

To: Health Care Center Committee Members
From: Jennifer A. Jossie, Finance Director
CC: Chris Holman, County Executive; Todd Neuenfeldt, Facilities Director; Marcia McDonald, Administrator; Finance Committee Members; Space & Properties Committee Members
Date: May 9, 2019
Re: Information Requested regarding the Existing Health Care Center Facility

I received a request from Lynn Lingford on April 18, 2019 indicating the Health Care Center Committee requested the following information for the May 15, 2019 agenda packet:

- Raze the building and sell the land as a development property
- Raze the building and build new
- Sell the building as is

Option 1 – Raze the building and sell the land as development property

In working with our Facilities Director, we had a local vendor do a walkthrough of the existing facility to provide a rough estimate of how much it would cost to raze the building and fill the site to make it feasible to sell. Due to the materials and construction of the building, along with its age, it is estimated to cost upwards of \$1.5 million to accomplish this. In order to do a solid estimate, the County would need to hire a firm, who would develop a plan and do appropriate testing of materials, for an estimated cost of approximately \$100,000.

Based on the excessive costs to raze the building, I did not do additional research to market and sell the land, as it did not seem financially feasible to do so at this point.

Option 2 – Raze the building and build new

The estimated costs relating to razing the building would remain the same as option 1. In doing some preliminary research, the cost per square foot to build a mid-level skilled nursing facility is estimated to cost between \$207 and \$242 per square foot to build, according to The Weitz Company *Senior Living Construction Report (Winter 2019)*. The cost per square foot to build a high-level facility is estimated to cost between \$261 and \$333 per square foot.

The company cited defines “mid-level” as generally wood-framed construction with standard amenities and finishes and “high-level” as generally steel or concrete construction with high-end luxury amenities and finishes. The estimates for building construction do not include any sitework costs.

I have also reached out to a consultant in the healthcare industry to solidify those estimates, but at this time I don't have a response yet. Obviously, without further defining "building new" it is difficult to estimate costs. Some variables for providing more detailed estimates include items such as how many skilled nursing beds, what types of services, etc.

Option 3 – Sell the building as is

In a more recent valuation report for the Health Care Center, the estimated cost of the facility, if we built new for insurance purposes, was at \$15.6 million. If this is something the Committee wishes to explore further, we would need to engage a real estate agent to evaluate the facility.

The information provided for the three options is based on very rough assumptions and estimates and should be viewed as such. There are many variables which will impact any estimates we provide and at this point many of those variables are unknown. If you have any questions, you may contact me at (715) 346-1330 or jossiej@co.portage.wi.us.