

Wisconsin Indianhead Technical College  
Board Proceedings  
February 26, 2018

The regular meeting of the Wisconsin Indianhead Technical College Board was held on Monday, February 26, 2018, at 8:30 a.m., at the WITC-Administrative Office, located at 505 Pine Ridge Drive, Shell Lake, WI 54871.

**CALL TO ORDER/ROLL CALL/DETERMINATION OF QUORUM**

Chairperson, Troy Lambert, called the meeting to order at 8:31 a.m. with the following Board members present: Andrew Albarado, James Beistle, Brett Gerber, Janelle Gruetzmacher, Lorraine C. Laberee, Troy Lambert, and Josh Robinson. Chris Fitzgerald and Lara Frasier provided notice that they would not be in attendance at this meeting.

The following WITC employees in attendance during the meeting were: Steve Decker, Kim Olson, and John Will. Student intern Keri Fischer-Seehuetter was also present. Other WITC employees in attendance during a portion of the meeting were: Craig Fowler, Julie LaGuire, and Tom Szalajka (Rice Lake); Natalie Landgreen (New Richmond); Robyn Lulich (Ashland); Dory Kidder (Shell Lake); and Kim Pearson (Superior). WITC student ambassadors in attendance during a portion of the meeting were: Chelsi Pacholke (Rice Lake), Jennifer Stroozza (Superior), Jerry Totten (Ashland), and Farrah Welch (New Richmond).

**OPEN MEETING**

Kim Olson, Executive Assistant to the President and Board, read the following open-meeting statement: "The February 26, 2018, meeting of the Wisconsin Indianhead Technical College Board, and all other meetings of this Board, are open to the public and in compliance with state statutes. Notice of the meeting was sent to the press on February 23, 2018, in an attempt to make the general public of Wisconsin aware of the time, place, and agenda of the meeting."

**APPROVAL OF AGENDA**

Chairperson Lambert, reserved the right to modify the order of the agenda to accommodate persons making presentations, live or via technology.

Janelle Gruetzmacher moved, seconded by James Beistle, to approve the agenda. Upon a unanimous vote of all members present, motion carried.

**AUDIENCE RECOGNITION ANNOUNCEMENT**

Time was reserved for Chair Lambert to recognize people in the audience if needed. The Audience Recognition Board policy (II.L.) was included in the Board book as a reference. Mr. Decker introduced student intern Keri Fischer-Seehuetter.

**EXECUTIVE SESSION**

Chairperson, Troy Lambert, requested a motion for the Board to convene into executive session under the provisions of Wisconsin Statutes §19.85(1)(c)(g) for the purpose of considering Legal Counsel's Written Advice Concerning Strategy with Respect to Litigation and Employment, Promotion, Compensation, and Performance Evaluations.

Lori Laberee moved, seconded by James Beistle, to convene into executive session in accordance with Wisconsin Statutes §19.85(1)(c)(g) for the purposes noted in the preceding paragraph. Chair Lambert announced the motion. Upon a roll-call vote, all members present voted yes; motion carried (7-0).

Chairperson Lambert, called the executive session to order at 8:34 a.m. with the following Board members present: Andrew Albarado, James Beistle, Brett Gerber, Janelle Gruetzmacher,

Lorraine C. Laberee, Troy Lambert, and Josh Robinson. Chris Fitzgerald and Lara Frasier provided notice that they would not be in attendance at this meeting.

The following WITC employees were in attendance during executive session: Steve Decker, Kim Olson, and John Will.

#### Approval of the January 15, 2018, Executive Meeting Minutes

Josh Robinson moved, seconded by James Beistle, to approve the executive meeting minutes as printed. Upon a unanimous vote of all members present, motion carried.

Any action to be taken on matters discussed in Executive Session will be considered in open session under "Other Items Requiring Board Action".

Janelle Gruetzmacher moved, seconded by James Beistle, to adjourn the Executive Session and reconvene back into the regular Board meeting. Upon a roll-call vote, all members present voted yes; motion carried (7-0) and the executive session adjourned at 9:38 a.m.

### **OPEN SESSION RECONVENED**

#### **MEETING MINUTES**

##### **1. Approval of the January 15, 2018, Regular Meeting Minutes**

Lori Laberee moved, seconded by James Beistle, to approve the meeting minutes as printed. Upon a unanimous vote of all members present, motion carried. The signed contract listing from the January meeting was attached to the official minutes.

#### **BOARD ORGANIZATION**

##### **1. Request for Appointment to the District Boards Association Standing Committees**

In July, the District Boards Association requested that all districts review and assign members to the association's standing committees. Time was reserved to appoint Mr. Albarado, who started his term in November, to a District Boards Association Standing Committee. The Committee Descriptions and a current list of 2017-2018 Technical College District Representatives were provided.

Mr. Albarado volunteered to serve on the District Boards Association's External Partnerships Committee. Ms. Olson will resubmit a revised 2017-2018 Technical College District Representatives list to the District Boards Association Office.

#### **CONSENT AGENDA**

Chairperson Lambert asked if there were any items to be pulled off the Consent Agenda and acted on separately; however, there were none.

Josh Robinson moved, seconded by Brett Gerber, to approve the Consent Agenda. Upon a roll-call vote, all members present voted yes; motion carried (7-0).

##### **1. Personnel:**

- A. **New Hire:** Cortney Glaus, Pharmacy Technician Instructor; Faculty; annual salary \$51,315; Superior; effective July 1, 2018.
- B. **New Hire:** Tina Nygren, Distance Education Coordinator; Manager; annual salary \$59,936; New Richmond; effective February 1, 2018.
- C. **New Hire:** Jami Wallace, Pharmacy Technician Instructor/Program Director; Faculty; annual salary \$51,315; New Richmond; effective March 5, 2018.
- D. **Resignation:** Tina Hagstrom, Associate Degree Nursing Instructor; Ashland; effective January 18, 2018.
- E. **Resignation:** Michele Heinecke, Applications Developer; Shell Lake; effective March 9, 2018.

- F. **Resignation:** Tina Nygren, Teacher Assistant; New Richmond; effective January 31, 2018.
- G. **Resignation:** Anna Smith, Student Services Assistant; New Richmond; effective February 6, 2018.

*President Will noted that there were a total of 13.5 years of service from those who resigned (retired/leaving the College); Ms. Hagstrom served 6 years and Ms. Heinecke served 7 years. The Board expressed its appreciation for this service to the College.*

- 2. Contracts  
The contract listing was approved (see attached list).
- 3. Financial/Cash Position Report  
The College's Financial and Cash Position Report, as of last month, was approved.
- 4. Approval of Bills  
Expenditures and revenue from the budget, covering check numbers 233022 through 233741 and electronic transfer payments totaling \$5,781,242.71 were approved.
- 5. Bids/Purchases
  - A. **Civil Engineering Services – Collegewide:** The Board gave approval to award a three (3) year agreement with four (4) additional one (1) year contract extensions to multiple vendors under RFP # 18-017. The RFP was a done on behalf of the WTCS with Northeast Wisconsin Technical College serving as the lead agency.
  - B. **Cold Storage Addition – New Richmond – Request to Reject All Bids**  
The Board gave approval to reject all bids for the cold storage addition at the New Richmond Campus. All bids were in excess of the approved budget amount as summarized on the bid tabulation document that was provided.

#### **OTHER ITEMS REQUIRING BOARD ACTION**

- 1. Action to be Considered on Matters Discussed in Executive Session  
Time was reserved for the Board to consider action to be taken on matters discussed in Executive Session, if appropriate. There was no action needed.
- 2. Approval of Resolution 18-06, Petition WTCSB Requesting Approval for the Rental of Facilities for the WITC-Hayward Center  
Administration requested Board approval to submit Resolution 18-06 (see attached) to the state Board requesting approval for the rental of approximately 5,224 square feet for the WITC-Hayward Center in the amount of \$4,590 per month for the time period of July 1, 2018, through June 30, 2019. The rental agreement (see attached) represents a \$90 increase in the cost over last year.  
  
Andy Albarado moved, seconded by Lori Laberee, to approve the Resolution 18-06, Petition WTCSB Requesting Approval for the Rental of Facilities for the WITC-Hayward Center as presented. Upon a roll-call vote, all members present voted yes; motion carried (6-0).  
*Note: Mr. Gerber was not present for this vote.*
- 3. Approval of Resolution 18-07, Petition WTCSB Requesting Approval for the Rental and Improvements of Facilities for the WITC-Balsam Lake Center  
Administration requested Board approval to submit Resolution 18-07 (see attached) to the state Board requesting approval for the rental and site improvements of approximately 3,576 square feet for the WITC-Balsam Lake Center in the amount of \$7,200 per year for the time period of July 1, 2018 through June 30, 2023. The rental agreement (see attached) and leasehold improvements for the WITC-Balsam Lake Center were provided. Mr. Decker

provided a presentation of the leasehold improvements.

James Beistle moved, seconded by Josh Robinson, to approve the Resolution 18-07, Petition WTCB Requesting Approval for the Rental and Improvements of Facilities for the WITC-Balsam Lake Center as presented. Upon a roll-call vote, all members present voted yes; motion carried (6-0). *Note: Mr. Gerber was not present for this vote.*

## **CORRESPONDENCE AND INFORMATION**

### **1. Meeting Information Sharing**

Time was reserved for Board members to report on any meetings they attended.

#### **A. Wisconsin Technical College District Boards Association Meeting Update**

Andy Albarado, James Beistle, and Lori Laberee attended the WTC District Boards Association (DBA) meeting and Legislative Seminar on January 25-27, 2018, in Eau Claire, WI. Highlights included presentations on social media, a legislative update, and a tour of Chippewa Valley Technical College's Energy Education Center. Ms. Laberee noted that materials from each meeting are posted on the District Boards Association website. Mr. Albarado attended the DBA orientation. Meeting materials were shared.

#### **B. National Legislative Summit Update**

James Beistle, Lori Laberee, and Troy Lambert attended the 2018 National Legislative Summit on February 11 - 14, 2018, in Washington, D.C. They met with representatives from the offices of U.S. Senators Ron Johnson and Tammy Baldwin, and U.S. Congressman Sean Duffy. Mr. Lambert talked to Paul Ryan. It was requested that President Will provide default rate information to Congressman Duffy's staff. In addition, President Will will e-mail the District Boards Association's talking points to the WITC Board.

### **2. Travel Sign Up**

#### **A. Board Events Schedule**

Time was reserved for the Board to update administration on their plans for upcoming Board events. A copy of the *Board Events Schedule* was routed during the meeting for Board members to update by recording their plans to attend (or not attend) the meetings and events listed on the form; or, to contact the Executive Assistant as soon as plans are confirmed. Chair Lambert requested that the Board report any changes on the *Board Events Schedule* to Ms. Olson. Links to state and national Board meetings and events were included in the Board book. Ms. Olson noted that the District Boards Association meeting in April changed to April 12-14, 2018.

#### **B. Association of Community College Trustees Leadership Congress Update**

Board members were requested to let Ms. Olson know their plans to attend this year's ACCT Leadership Congress scheduled on Wednesday, October 24, through Saturday, October 27, 2018. The early bird registration deadline is Friday, August 17, 2018. However, the early bird deadline for the conference hotel is Saturday, May 19, 2018. No refunds will be issued after Tuesday, August 28, 2018.

President Will recommended that the Board not present at ACCT this year. He requested the Board sign up for ACCT if interested, but would like to talk about sign-ups at a future meeting before Ms. Olson registers and reserves lodging for attendees.

### **3. Monitoring Schedule Review and Updates**

#### **A. Monitoring Schedule**

Time was reserved to review and update the *Board Monitoring Schedule* as needed. *Administration recommended bringing back the second part of the Annual Marketing Initiatives report to the April Board meeting.*

**B. Budget Projection Update Presentation**

Steve Decker, Vice President, Business and Technology Services/Chief Financial Officer, presented the Board with a FY19 budget projection update. A PowerPoint was provided for this presentation.

Lori Laberee moved, seconded by Brett Gerber, to receive the Budget Projection Update as it related to the interpretation of the ENDS statement for the President's annual evaluation. Upon a unanimous vote of all members present, motion carried.

*The Board Chair recessed the meeting at 10:29 a.m. and reconvened the meeting at 10:33 a.m. He moved to the ambassador presentations next and then back to the President's Updates at 11:03 a.m.*

**4. President's Updates:**

**A. Upcoming Events Schedule**

President Will shared upcoming event information located on the WITC website.

**B. Enrollment Report Update**

The enrollment report was provided by President Will.

**C. 2018 Strategic Planning Town Hall Meetings Update**

President Will provided an update on the 2018 Strategic Planning Town Hall meetings held on February 6 in Rice Lake, February 8 in Ashland, and on February 22 in New Richmond. He thanked Lori Laberee and James Beistle for attending. Additional town hall meetings are scheduled on February 27 in Shell Lake and March 8 in Superior, from 11:30 a.m. - 1 p.m. Board members are welcome to attend. Information on the town hall meetings and online survey are located on the WITC Strategic Planning Web page at [www.witc.edu/stratplan2018](http://www.witc.edu/stratplan2018). An *Ashland Daily Press* article about the WITC-Ashland town hall meeting was provided.

**D. WTCS Statewide Showcasing Event/A Celebration of Student Engagement Update**

Due to inclement weather, the student showcase that was scheduled at the State Capitol Rotunda in Madison on Tuesday, February 20, 2018, was canceled.

**E. Collaborative College Connections (C3) Conference Update**

The following WITC staff presented at this year's C3 Conference on February 1-2, 2018, and the C3 pre-conference (Credit for Prior Learning Summit) on January 31, 2018, in Wisconsin Dells, WI. PowerPoint presentations were shared. President Will will continue to bring this information in the future for the Board's awareness.

- **Creative Pathway Partnerships** - presentation by WITC's Jeanne Germain.
- **WIOA, Community Partners, and Technical College Collaboration** - presentation by WITC's Christy Roshell, Eric Killen, Liz Pizzi, Stephanie Smith; and Anne Lemke from Moraine Park Technical College.
- **Promising Practices in Website Supported Messaging of Credit for Prior Learning (CPL) Opportunities** - presentation by WITC's Andrea Schullo and NWTC's Trista Loriza at the C3 pre-conference Credit for Prior Learning Summit.
- **Medic to ADN Credit for Prior Learning, a TAACCCT IV Update** - presentation by Kathy Loppnow, WTCS Education Director Health Occupations and Tessa Campbell, WIDS; with contributions by WITC's Chaudette Miller at the C3 pre-conference Credit for Prior Learning Summit.

**F. Business Professionals of America (BPA) Update**

President Will received a BPA request to present at the March Board meeting. He would like to spotlight students and staff in the future.

**5. Legislative Updates**

Time was reserved for legislative updates; however, there were none.

**6. 2018 Board Appointment Update**

President Will provided an update on two applications received for the Employee/Douglas County and School District Administrator/Districtwide positions. No applications were received for the Employer/St. Croix County position; therefore, a second Board Appointment hearing/committee meeting will be scheduled and the date and time will be announced sometime after the Board Appointment hearing on March 28, 2018.

The appointment committee is required to give equal consideration to the distribution of populations within the district. According to the Wisconsin Technical College System, this has been interpreted to mean that members of each gender (male/female) must hold at least three (3) positions on the District Board. The Board Appointment Committee will be seeking one qualified female applicant to fill the Employer/St. Croix County position.

**7. President's 2018 Evaluation Planning**

Time was reserved for the Board to discuss plans for the 2018 President's evaluation. According to the Monitoring Schedule, the Board will determine if it will review the President's Evaluation Process and components/resources or designate a Board subcommittee to do so.

The "Process for the Evaluation of the President" document will be reviewed and finalized annually. The process document and evaluation form were provided for the Board's review. According to the procedures, prior to the April Board meeting a President's Evaluation Subcommittee may be designated by the Board to review the evaluation process. If a subcommittee is designated, the subcommittee will be chaired by the Board Vice Chair and supported by the Director, Human Resources and the Executive Assistant to the President and Board. The subcommittee will submit its recommendations regarding the President's Annual Evaluation to the Board for consideration at the April Board meeting during Executive Session.

Ms. Olson recommended that a Board subcommittee meeting, chaired by the Vice Chair, be scheduled to follow the March 19 Board meeting in Shell Lake. The subcommittee will bring back a recommendation on any changes to the evaluation materials at the April 16 Board meeting. Subcommittee members will be Vice Chair Robinson, Ms. Gruetzmacher, and Mr. Gerber. Ms. Olson will work with Vice Chair Robinson on the March subcommittee meeting agenda and materials. The Director, Human Resources will be invited to the meeting.

**8. 2018 Association of Community College Trustees Leadership Congress - Call for Presentations**

ACCT announced its call for presentations for the 49<sup>th</sup> Annual Leadership Congress, which is scheduled on October 24-27, 2018, in New York City, NY. The theme for this year's Congress is "*Partnerships: Building Blocks for Student Success*".

President Will recommended the Board not present at this year's ACCT Leadership Congress, but to consider presenting every other year.

9. District Boards Association Nomination Recommendations for Association Officer Positions  
The District Boards Association's (DBA) Nominations Committee requested the WITC Board's assistance in identifying any member to be considered for nomination as a candidate for Association officer (President, Vice President, and Secretary/Treasurer). Before being placed on the ballot, the member must consent to serve if elected.

The District Boards Association will need to receive the nomination form by Friday, March 23, 2018. If nominations are made, a District Recommendations for 2018-2019 Association Officers form needs to be completed by the WITC District Board stating that the nominees have agreed to serve if elected. This year's election of 2018-2019 officers will take place at the District Boards Association's annual meeting on Saturday, April 14, 2018, at the Ramada Inn in Richland Center, WI.

Mr. Beistle noted that he will serve on the nomination committee.

James Beistle moved, seconded by Lori Laberee, to nominate the current slate of officers (Carla Hedke, Vernon Jung, and Betty Bruski-Mallek) as candidates for the President, Vice President, and Secretary/Treasurer Association member positions.

On behalf of the Board, Ms. Olson will submit the nomination to the District Boards Association.

10. Student Updates and News

This is a placeholder for student updates and College news items:

A. **WITC Welding Academy Student's Door-Locking Device Offers Extra Safety in Active Shooter Situations**

A Somerset High School student who is a participant in WITC's Welding Academy invented a door-locking device for classrooms. It starts with two steel plates cut to a specific shape. Handles are welded to them, and a rod and tube are welded on to connect the end plates. Finally, a locking knob is added. The finished product is lightweight with heavyweight resistance. A *CBS Minnesota* reference was provided.

B. **Gold Level Family-Friendly Workplace**

United Way Community Impact Director Tom Holland recognized WITC-New Richmond as a Gold Level Family Friendly Workplace from the Success by 6 initiative. This certifies that WITC-New Richmond follows workplace practices that promote work-life balance to increase employee productivity and loyalty and have a positive impact on communities as a whole. A *United Way St. Croix Valley* reference was provided.

C. **WITC Students Third in Statewide Competition**

A team of Wisconsin Indianhead Technical College students placed third and won \$1,000 at the Interprofessional Healthcare Case Competition organized by Wisconsin Area Health Education Centers earlier this month in Wisconsin Dells. An *APG* reference was provided.

**INFORMATION REPORT**

1. Annual Ambassador Presentations

Kim Pearson, Director of College Advancement, gave a brief overview of the Ambassador Program. The Foundation staff introduced the 2018 Student Ambassadors who shared stories about their WITC experiences and why they chose a technical college education. The Foundation staff coordinate the Ambassador Program at their respective campuses.

A list of the student ambassadors was provided for the Board's information. A brief question and answer period for the panel of students followed the presentations.

The ambassadors were recognized with a plaque and a check from the WITC Foundation after the presentations. The WITC Board Chair and WITC President presented these items to the ambassadors. The ambassadors, Foundation staff, and Mr. Fowler, Executive Director, Foundation, joined the Board for lunch.

### **ESTABLISH BOARD AGENDA ITEMS FOR FUTURE MEETINGS**

#### **1. Review Meeting Dates, Locations, and Start Times**

Time was reserved for the Board to confirm its plans for the regular meeting scheduled on Monday, March 19, 2018, beginning 8:30 a.m., at the WITC-Administrative Office in Shell Lake. The Board meeting schedule was provided for the Board's information. The Board's President's Evaluation Subcommittee will meet following the March 19 Board meeting.

#### **2. Review/Add Agenda Items**

Time was reserved for the Board to add or review agenda items for the next Board meeting. Board agenda items for the meeting on Monday, March 19, 2018, were listed on the Board's Monitoring Schedule. Additional agenda items for this meeting were discussed.

*Note: Board members may add additional items to next month's Board agenda by contacting the Chair before Thursday, March 1, 2018. This request does not obligate the Chair to include these items on the agenda. The Chair will notify administration of agenda items before the Board book is prepared and copied.*


### **MEETING EVALUATION**

#### **PLUS +/-DELTA ^**

- + Student ambassador presentations were great
- + Good ambassador presentations
- + Student ambassador panel
- + Ambassador presentations were outstanding. Compliments to WITC staff who support, mentor, and educate our students
- + Good budget discussion
- + Planning the future - excellent work
- ^ None

James Beistle moved, seconded by Janelle Gruetzmacher, to adjourn the meeting at 11:20 a.m.

Respectfully submitted,

  
Board Secretary

ko

*Note: A Board luncheon was provided; however, no action was taken.*



2/1/2018  
8:38:15 AM

Wisconsin Indianhead Technical College  
Contract Estimated Full Cost Report

Fiscal Year:  
2018

The Board is requested to ratify the President's action in entering into a contractual arrangement with the following agencies:

State Designated Indirect Cost Factors:  
On Campus = 40.39% Off Campus = 33.26%

Contract Number	Account Name	Location of Training	On Campus	*-----ESTIMATED-----*		Indirect Cost	+ Other Direct Cost Total	= Full Cost	Difference
				Contract Revenue	Est Salary/Fringe				
<b>Approval Date: November 2017 (2 record)</b>									
718418	Wisconsin Department of Corrections - Madison Detainees of Gordon Correctional Facility will received Career Pathway certification in welding. Upon completed, participants will receive technical diplomas.	WITC Superior	On	\$53,759.00	\$29,711.00	\$12,000.00	\$13,500.00	\$55,211.00	(\$1,452.00)
718409	Christian Community Homes Provide CBRF 1st Aid and CBRF Fire Safety to employees.	Christian Community Homes	Off	\$1,524.00	\$299.20	\$99.51	\$402.53	\$801.24	\$722.76
<b>Approval Date: December 2017 (2 records)</b>									
718436	Burkwood Treatment Ctr Provide CBRF Medication class to 5 employees of Burkwood Treatment Center.	Burkwood Treatment Center	Off	\$1,799.00	\$532.40	\$177.08	\$326.10	\$1,035.58	\$763.42
718423	LCO Head Start Provide Pediatric Medic First aid class to employees.	LCO Headstart	On	\$1,001.00	\$523.60	\$211.48	\$206.14	\$941.22	\$59.78
<b>Approval Date: January 2018 (22 records)</b>									
718450	River Street Dental Spooner Provide CPR for Healthcare Provider recertification to employees.	River Street Dental Spooner	Off	\$893.00	\$343.20	\$114.15	\$101.65	\$559.00	\$334.00
718440	Northwestern Wisconsin Electric Company Provide ASHI CPR/AED and 1st aid renewal training to employees.	Northwestern Wisconsin Electric Company - Grantsbury	Off	\$1,148.00	\$343.20	\$114.15	\$297.99	\$755.34	\$392.66
718452	Quanex Homeshield LLC CDL Training-up to 45 hours of training for 1 student. Should the student complete the training in less than 45 hours, unused hours will not be billed to Quanex.	WITC-Rice Lake	On	\$6,775.00	\$2,920.50	\$1,179.59	\$1,000.00	\$5,100.09	\$1,674.91
718449	Ashland School District Employees of Ashland School District will receive Heartsaver for K12 Schools. The Heartsaver for K-12 course is designed to teach rescuers the knowledge and psychomotor skills they need to recognize emergencies and to give CPR and first aid until EMS arrives. Upon successful completion, participants will receive documentation.		Off	\$1,051.00	\$726.00	\$241.47	\$0.00	\$967.47	\$83.53
718451	School District of Superior CPR and AED - ASHI/Adult and child to employees.	Superior Middle School	Off	\$776.00	\$257.40	\$85.61	\$278.75	\$621.76	\$154.24

718457	New Richmond High School PCW Training to 12 New Richmond High School Students.	New Richmond High School	Off	\$1,401.00	\$851.84	\$283.32	\$0.00	\$1,135.16	\$265.84
718439	Optimum Therapies Provide CBRF Standard Precautions class for employees	Optimum Therapies - Rice Lake	Off	\$488.00	\$145.20	\$48.29	\$86.57	\$280.06	\$207.94
718444	Brule DNR Headquarters Provide ASHI 1st aid/Adult & Child CPR & AED to employees.	Ladysmith Library	Off	\$1,454.00	\$561.00	\$186.59	\$408.15	\$1,155.74	\$298.26
718441	Amery High School Dual Credit classes for Amery High School. 18 students enrolled in Personal Finance (10114425) 3 credits; 2 students enrolled in Web Design and Development (10152101) 3 credits; 4 students enrolled in MS Excel A (10103151) 1 credit and MS Word A (10103146) 1 credit; and 8 students enrolled in MS PowerPoint (10103106) 1 credit and MS Word B (10103147) 1 credit.	Amery High School	Off	\$11,364.00	\$0.00	\$0.00	\$11,364.00	\$11,364.00	\$0.00
718443	Cumberland School District Dual Credit classes for Cumberland High School. 5 students enrolled in Dairy Cattle Management (31091348) 2 credits.	Cumberland High School	Off	\$1,350.00	\$0.00	\$0.00	\$1,350.00	\$1,350.00	\$0.00
718442	Peter Christensen Health Center Students will receive 8 hours of ACLS Refresher training. 2 classes to be held; January 12, 2018 and January 19, 2018.	PCHC, Lac du Flambeau	Off	\$2,445.00	\$871.20	\$289.76	\$150.00	\$1,310.96	\$1,134.04
718448	D P Juza Woods & Fixture BLS Healthcare Provider recertification course and ASHI 1st Aid course to employees.	DP Juza Woods & Fixtures, Shell Lake	Off	\$1,143.00	\$387.20	\$128.78	\$109.45	\$625.43	\$517.57
718454	North Hudson Polie Dept Firearms Training for up to 4 staff members of the North Hudson Police Department.	North Hudson	Off	\$312.00	\$150.00	\$49.89	\$24.61	\$224.50	\$87.50
718456	Barron County Sheriff's Dept Swat Training for up to 15 students.	Barron	Off	\$1,071.00	\$316.80	\$105.37	\$0.00	\$422.17	\$648.83
718455	Amery High School Dual Credit classes for Amery High School. 7 students registered for Medical Terminology (10501101) 3 credits.	Amery High School	Off	\$2,814.00	\$0.00	\$0.00	\$2,814.00	\$2,814.00	\$0.00
718453	ALM Holding Company Employees of ALM Holding Company will receive training in vehicle inspections and load securement.	Sparta and La Crosse, WI	Off	\$2,601.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$601.00
718211	United States Steel Corporation Staff of USS will be assessed on their machine tool competence. Results to be reported back to United States Steel Corp.	WITC Superior	On	\$2,024.00	\$0.00	\$831.60	\$335.88	\$1,167.48	\$856.52
718212	Fahrner Asphalt Sealers LLC Providing Technical Assistance to Fahrner Ashphalt related to their mission of recruitment and retention, plant shop safety, training new employees, and paving training. WITC Instructor will be providing Technical Assist to work groups in Madison, Plover, and Eau Claire. The WITC instructor will assist in helping kick off developing their safety and training prtocols.	BlueJeans and Eau Claire	Off	\$774.00	\$346.50	\$115.25	\$114.21	\$575.96	\$198.04

718447	Amery High School Dual Credit classes for Amery High School. 4 students enrolled in Adobe Photoshop (10103156) 2 credits; 8 students enrolled in Desktop Publishing (10106127) 2 credits, and 7 students enrolled in Intro to Business (10105100) 3 credits.	Amery High School	Off	\$6,070.00	\$0.00	\$0.00	\$6,070.00	\$6,070.00	\$0.00
718446	Northwest Builders Inc 27 employees of Northwest Builders will receive 8 hours of MSHA Refresher training.	Rice Lake Campus	On	\$2,749.00	\$787.60	\$318.11	\$616.00	\$1,721.71	\$1,027.29
718445	Dr. Douglas Erickson, DDS Employees of Dr. Douglas Erickson, DDS, will receive CPR for Healthcare Providers renewal instruction. Upon successful completion, participants will receive documentation.	324 West Superior Street, Suite 1212; Duluth, MN 55802	Off	\$700.00	\$193.60	\$64.39	\$0.00	\$257.99	\$442.01
718210	Graymont Lcc Three potential hires will be tested for Mechanical Aptitude. Upon completion, results will be given to Graymont staff.	WITC Superior	On	\$500.00	\$193.60	\$78.20	\$54.00	\$325.80	\$174.20

**Grand Totals (26 records)**

\*\*\*End of Report\*\*\*

\*indicates an amended contract



Board Secretary

2/26/2018  
Date

**RESOLUTION #18-06**

**PETITION TO THE WISCONSIN TECHNICAL COLLEGE SYSTEM BOARD  
REQUESTING APPROVAL FOR THE RENTAL OF FACILITIES  
FOR THE WITC-HAYWARD CENTER**

**WHEREAS**, the Wisconsin Indianhead Technical College Board has heard reports detailing the need for the rental of a facility for the WITC-Hayward Center.

**WHEREAS**, the Board, in renting this facility, does not meet TCS 5.09 exclusion of minor remodeling and minor rentals which now requires state Board approval.

**NOW, THEREFORE, BE IT RESOLVED** that the Wisconsin Indianhead Technical College Board goes on record petitioning the Wisconsin Technical College System Board to allow the district Board to enter into this rental agreement for the rental of facilities.

Adopted and approved this 26th day of February 2018.

  
-----  
District Board Chairperson

ATTEST:

  
-----  
District Board Secretary

WISCONSIN INDIANHEAD TECHNICAL COLLEGE

AGREEMENT

John Passolt (Northland Companies, Inc.), (Lessor) owner of a facility located at the intersection of Highway 63 North and Highway 77 in Hayward, Wisconsin, agrees to rent space to Wisconsin Indianhead Technical College (Lessee) with Administrative Offices located in Shell Lake for the purpose of providing instruction to area citizens. This contract shall be effective from July 1, 2018 to June 30, 2019.

John Passolt (Northland Companies, Inc.), (Lessor) agrees to:

1. Rent classrooms to WITC, housing WITC-Hayward at the intersection of Highway 63 North and Highway 77 in Hayward, Wisconsin.
2. Provide approximately 5,224 square feet of space.
3. Charge rental at \$4,590 per month.
4. Maintain a clean and safe environment in rooms, hallways, bathrooms, and on sidewalks and parking lots.
  - Sidewalks and parking lots will be cleared of snow and/or ice and properly salted/sanded by 7:30 am.
5. Provide adequate heat, light, electricity, and air conditioning in rooms for WITC-Hayward activities.
6. Make repairs in a timely manner so that disruption to WITC-Hayward activities will be kept to a minimum.
7. Be responsible for updating and maintaining the facility to meet ADA requirements.

Wisconsin Indianhead Technical College (Lessee) agrees to:

1. Pay John Passolt (Northland Companies, Inc.), rental in the amount of \$4,590 per month for each month during the period of July 1, 2018 to June 30, 2019.
2. Maintain a smoke-free environment.
3. Take reasonable steps to assure facility is not defaced or damaged.
4. Submit rent to the Lessor by the tenth day of each month.

Lessors and Lessee Agree:

1. To renegotiate terms of the agreement at the end of the contract period.
2. Wisconsin Indianhead Technical College has the right within 30 days written notice to renegotiate or terminate this contract contingent upon external funding sources.

Agreed to this 15<sup>th</sup> day of February, 2018



John Passolt  
Northland Companies, Inc.

PO Box 589  
Hayward, WI 54843  
715-492-6405

\_\_\_\_\_  
Steve Decker  
Vice President of Business and  
Technology Services/Chief Financial  
Officer  
Wisconsin Indianhead Technical College  
Shell Lake, WI 54871  
715-468-2815, Ext. 2234

**RESOLUTION #18-07**

**PETITION TO THE WISCONSIN TECHNICAL COLLEGE SYSTEM BOARD  
REQUESTING APPROVAL FOR THE RENTAL AND IMPROVEMENTS  
OF FACILITIES  
FOR THE WITC-BALSAM LAKE CENTER**

**WHEREAS**, the Wisconsin Indianhead Technical College Board has heard reports detailing the need for the rental of a facility for the WITC-Balsam Lake Center.

**WHEREAS**, the Board, in renting this facility, does not meet TCS 5.09 exclusion of minor remodeling and minor rentals which now requires state Board approval.

**WHEREAS**, the Board has heard reports detailing the leasehold improvement plans at the WITC-Balsam Lake Center.

**NOW, THEREFORE, BE IT RESOLVED** that the Wisconsin Indianhead Technical College Board goes on record petitioning the Wisconsin Technical College System Board to allow the district Board to enter into this rental agreement for the rental of facilities and to enter into a renovation project to provide the leasehold improvements at the WITC-Balsam Lake Center.

Adopted and approved this 26th day of February 2018.

  
-----  
District Board Chairperson

ATTEST:  
  
-----  
District Board Secretary

**Polk County Lease Agreement**  
**Space Lease of Polk County Library School Building**  
**(Wisconsin Indianhead Technical College)**

1           This Lease Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2018, by and between Polk  
2 County, hereinafter, "Landlord", and Wisconsin Indianhead Technical College, herein after "Tenant"), on  
3 terms and conditions as follows:

4  
5           1. Purpose.

6  
7           The Lease Agreement defines the terms and conditions for the lease by Tenant of certain space of  
8 the Polk County Library/ School Building, owned by Landlord and located at 400 Polk County  
9 Plaza, Balsam Lake, Wisconsin, for the purpose of providing higher education and vocational  
10 education programs and services in Polk County.

11  
12           2. Leased Premises.

13  
14           A. Landlord is the owner of land and improvements commonly known and numbered as the  
15 Polk County Library/ School Building, 400 Polk County Plaza, Balsam Lake, Wisconsin (such  
16 land and improvements, collectively, the "Property"). Landlord makes available for lease a  
17 portion of the building on the Property (the "Building") consisting of approximately 2,750  
18 square feet, as depicted in Exhibit A attached hereto, referred to hereinafter as the "Premises".  
19 During the term of this lease, the Tenant shall have the right of occupy and use the Premises in  
20 accordance with the terms and conditions of the Lease Agreement.

21  
22           B. Tent has expressed interest in seeking access to the Building on and across lands of Landlord  
23 that are adjacent to the Property and improving such lands for the purpose of developing such  
24 access. Upon Tenant notifying landlord of the need to take possession of such property for  
25 development and access, the Landlord and Tenant will consider and agree to an addendum to this  
26 Lease Agreement to provide for the possession and usage of such property.

27  
28           3. Lease Term and Option of Renewal Terms.

29  
30           A. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from  
31 Landlord, for a term of five (5) years, (the "Term") beginning on July 1, 2018 (the  
32 "Commencement Date") and ending on June 30, 2023 (the "Termination Date"), unless sooner  
33 terminated or extended as provided herein. Landlord shall deliver the Premises to Tenant in its  
34 as-is, where is condition.

35  
36           B. Tenant shall have the option to extend the Term of this Lease for up to four (4) consecutive  
37 periods (each, an "Extended Term") of five (5) years each, upon the same terms and conditions  
38 as set forth herein, by delivering written notice of intent to renew to Landlord at least one  
39 hundred eighty (180) days prior to the expiration of the initial Term or then-current Extended  
40 Term, as applicable.

41  
42  
43  
44

1           4. Early Termination  
2

3           Notwithstanding Section 3 or 20, either party may elect to terminate this Lease upon one hundred  
4           eighty (180) days written notice to the other party. In the event that Landlord terminates the  
5           Lease pursuant to this Section, Landlord shall, on or before the expiration of such one hundred  
6           eighty (180) day period, pay to Tenant an amount equal to the amount of the Tenant  
7           Improvement Allowance accrued by Tenant prior to such termination notice having been  
8           delivered (including costs then-incurred but not yet paid by Tenant) in excess of the amount of  
9           Base Rent due and payable through the date of such termination. Subject to Tenant's receipt of  
10          payment from Landlord as set forth in the previous sentence (if applicable), upon termination of  
11          the Lease pursuant to this Section 4, this Lease shall terminate and be of no further force and  
12          effect, and neither party shall thereafter have any obligation to the other party hereunder  
13

14          5. Base Rental, Periodic Payment and Abatement of Base Rent.

15           A. Base Rent and Periodic Payment: Subject to the Rent Abatement set forth in Section 5(B)  
16           below, Tenant shall pay to Landlord an annual sum of Seven Thousand Two Hundred Dollars  
17           (\$7,200.00) as and for "Base Rent" for the Term. Unless abated pursuant to this Lease  
18           Agreement, Tenant shall pay in advance to Landlord the Base Rent on or before the date that is  
19           ninety (90) days after the Commencement Date, and on or before each anniversary of the  
20           Commencement Date thereafter, for the remainder of the Term, including any extensions thereof  
21           exercised by Tenant. Each installment of Base Rent shall be paid to Landlord at Polk County  
22           Department of Administration; Attn. Ms. Tammy Peterson, 100 Polk County Plaza, Suite 220,  
23           Balsam Lake, WI 54810, or at such other place designated by written notice from Landlord.  
24           Upon termination of the Lease Agreement, the Base Rent paid in advance shall not be repaid or  
25           pro-rated.  
26

27           B. Rent Abatement.

28  
29           1. Tenant shall be entitled to a tenant improvement allowance ("Tenant Improvement  
30           Allowance") in an amount equivalent to the costs incurred by Tenant relating to the design  
31           and construction of Tenant's interior improvements at the Premises, including but not limited  
32           to architectural fees, engineering fees, design fees (including but not limited to interior  
33           design fees), and fees to construct the Tenant's improvements in the Premises, subject to  
34           documentation provided to Landlord by Tenant of the funds spent on such work ("Tenant  
35           Improvement Plan"). Tenant shall prepare and deliver to Landlord a completed Tenant  
36           Improvement Plan, including costs estimates, as a condition of executing this Lease  
37           Agreement and said Tenant Improvement Plan shall be completed in accordance with Section  
38           12 of this Lease and the Work Letter, which is set forth in Exhibit B, annexed hereto and  
39           made a part hereof.  
40

41           2. At any time after execution of this Lease Agreement that Tenant incurs such costs,  
42           Tenant must file with Landlord documentation and actual costs of improvements made.  
43           Landlord must verify the actual costs incurred by Tenant and the verified costs will then be  
44           accounted for as Tenant Improvement Allowance.  
45

46           3. The Tenant Improvement Allowance shall be in the form of rent abatement to Tenant and  
47           no cash payment shall be made to Tenant or any other party. That portion of the Tenant



1 Improvement Allowance shall be annually credited as Base Rent until the amount of accrued  
2 Tenant Improvement Allowance is expended. In the event that the accrued Tenant  
3 Improvement Allowance less than the amount of Base Rent due and payable for a given  
4 payment period, the Base Rent for such period shall be an amount equal to the full amount of  
5 the Base Rent due under Section 5(A) above less the amount of such accrued tenant  
6 Improvement Allowance. To the extent Tenant owes Landlord sums for utility, janitorial or  
7 other charges of this Lease Agreement, sums available in the Tenant Improvement  
8 Allowance may be allocated to offset such charges upon Tenant providing a written request  
9 to Landlord to apply available sums in the Tenant Improvement Allowance against and to  
10 satisfy those charges invoiced.  
11

12 4. Use, Operational Plan and Delivery of Program Services Plan

13 A. It is the intent of the parties that Tenant will use the Premises for the purpose of operating a  
14 technical college, including various office and support functions associated therewith.  
15 Notwithstanding the forgoing, Tenant shall not use the Premises for the purposes of storing,  
16 manufacturing or selling any explosives, flammables or other inherently dangerous substance,  
17 chemical, thing or device except in such quantities as are reasonably necessary to accommodate  
18 Tenant's intended use of the Premises, all of which shall be handled in accordance with all  
19 applicable laws.  
20

21 B. As a condition to execution of the Lease Agreement, Tenant shall have developed and  
22 provide Landlord with an operational plan that will identify and describe in literary and sketch or  
23 map form the intended usage of Property. Tenant shall also provide at the time of execution of  
24 the Lease Agreement a delivery of program service plan that describes the type of educational  
25 services and programs that Tenant intends to provide and extend at the Building. Both such plans  
26 shall be attached hereto as Exhibit C. Tenant will further deliver prior to August of each year of  
27 the Lease an updated delivery of program service plan or, in the alternative, a statement that  
28 affirms that the delivery of program service plan on file with Landlord substantially describes the  
29 educational services and programs that Tenant will deliver and provide in the subsequent year.  
30 In addition, Tenant shall file with Landlord any modification or amendment to such operation  
31 plan or delivery of program services plan no less than 4 months prior to the implementation of  
32 such respective plan.  
33

34 6. Sublease and Assignment Prohibited.

35  
36 Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part  
37 without Landlord's consent. Such consent shall not be unreasonably withheld, conditioned, or  
38 delayed.  
39

40 7. Right of First Refusal To Lease Additional Space.

41  
42 A. Provided this Lease is in full force and effect and has not otherwise expired or been  
43 terminated in accordance with the terms hereof, and further provided that Tenant is not then  
44 in default beyond any applicable notice and cure period provided for hereunder, Tenant shall  
45 have an ongoing right of first refusal (the "Right of First Refusal") to lease any available  
46 space in the Building which is offered by Landlord for lease to third party tenants after the  
47 date of this Lease and prior to the expiration or sooner termination of the Term of this Lease

1 (as such term may be extended as provided herein) (the “Additional Space”) in accordance  
2 with the provisions set forth below.  
3

4 B. If Landlord receives a bona fide offer (the “Offer”) from a third party to lease the  
5 Additional Space, and the Offer is acceptable to Landlord, Landlord shall, prior to acceptance  
6 of the Offer, provide Tenant with the terms of the Offer in writing (the “Offer Notice”).  
7 Tenant shall respond to Landlord in writing within ten (10) business days after Tenant’s  
8 receipt of the Offer Notice as to Tenant’s decision either to lease the Additional Space or to  
9 waive its rights hereunder. Time is of the essence of this provision. Tenant’s failure to  
10 notify Landlord within such time shall be deemed an immediate waiver of Tenant’s rights to  
11 lease such Additional Space. Notwithstanding Tenant’s exercise of its right of first refusal to  
12 lease the Additional Space as set forth above, any such notice from Tenant shall be subject to  
13 final approval, within six (6) months thereafter, of the Board of Directors of Tenant and of  
14 the Board of Directors of the Wisconsin Technical College System, and Tenant shall have the  
15 absolute right to rescind such notice and to not lease such Additional Space if Tenant is  
16 unable, within six (6) months after Tenant’s delivery of such notice, to obtain the approval of  
17 the Board of Directors of Tenant and/or the Board of Directors of the of the Wisconsin  
18 Technical College System of such lease.  
19

20 C. If Tenant timely notifies Landlord that it desires to lease the Additional Space covered by  
21 the Offer Notice, Landlord shall thereupon lease the Additional Space to Tenant (and Tenant  
22 shall accept such Additional Space) for the remainder of the Term of this Lease (as such  
23 term may be extended as provided herein) upon the same terms and conditions as contained  
24 in this Lease, except that the base rent payable for such Additional Space shall be equal to the  
25 then current Base Rent payable hereunder for the Premises (subject to future adjustments)  
26 and Landlord shall provide Tenant Improvement Allowance in an amount equal to a prorated  
27 portion of the Allowance based upon the then remaining initial term of this Lease. The  
28 parties shall promptly thereafter execute an amendment to the Lease to include the  
29 Additional Space and any adjustment to Base Rent, if applicable.  
30

31 D. If Tenant fails to timely and properly notify Landlord that Tenant desires to lease the Additional  
32 Space which is the subject of an Offer Notice, Landlord may lease such Additional Space to the third  
33 party identified in the Offer Notice and on substantially the same terms as set forth in the Offer  
34 Notice; provided, that if Landlord fails to enter into a lease with such third party within ninety (90)  
35 days of the date of delivery of the Offer Notice, or if the terms offered to such third party change  
36 from the terms set forth in the Offer Notice, then Landlord may not lease such Additional Space to  
37 such third party or any other third party without first offering such Additional Space to Tenant in  
38 accordance with the terms of this section.  
39

40 8. Right of First Refusal To Acquire Title to Property.

41  
42 A. Tenant shall have the right of first offer to acquire by purchase the Property pursuant to  
43 terms and conditions of this section.  
44

45 B. If at any time during the Term of this Lease Landlord elects to sell the Property (or any  
46 portion thereof containing the Building), Landlord shall notify Tenant of the terms and

1 conditions upon which Landlord would be willing to sell or transfer the Property (or such  
2 portion) (“Landlord’s Notice”). Tenant shall have ten (10) business days after receipt of  
3 Landlord’s Notice to notify Landlord in writing of Tenant’s desire to acquire the Property (or  
4 such portion) on the terms stated in Landlord’s Notice, provided that any such notice from  
5 Tenant shall be subject to final approval, within six (6) months thereafter, of the Board of  
6 Directors of Tenant and of the Board of Directors of the Wisconsin Technical College  
7 System, and Tenant shall have the absolute right to rescind such notice and to not purchase  
8 the Property if Tenant is unable, within six (6) months after Tenant’s delivery of such notice,  
9 to obtain the approval of the Board of Directors of Tenant and/or the Board of Directors of  
10 the of the Wisconsin Technical College System of such purchase.  
11

12 C. If Tenant notifies Landlord within such 10-day period of Tenant’s desire to acquire by  
13 purchase or transfer the Property (or such portion) on such terms, and subject to Section 8(B)  
14 above, Landlord and Tenant shall enter into a real estate agreement for the purchase and sale  
15 or transfer of the Property (or such portion) on the terms and conditions stated in Landlord’s  
16 Notice. Landlord agrees to bargain in good faith on any terms not stated in Landlord’s  
17 Notice, and, notwithstanding the provisions of Section 4. B., and to the extent allowable by  
18 law, the purchase price for such purchase and sale shall be reduced by the cost of  
19 improvements incurred by Tenant as provided in Section 10.  
20

21 D. If, however, Tenant fails to notify Landlord of Tenant’s election to acquire the Property  
22 (or such portion) within such 10-day period or, if Landlord and Tenant, through no fault of  
23 Landlord, fail to execute such a real estate agreement, within thirty (30) days after the date of  
24 Tenant’s notice to Landlord, then Tenant shall be deemed to have waived its right to acquire  
25 the Property (or such portion) and Landlord shall have the right thereafter to offer the  
26 Property (or such portion) for sale or transfer and to sell or transfer the Property (or such  
27 portion), subject to this Lease, to any third party on substantially the terms stated in  
28 Landlord’s Notice without further notice to Tenant.  
29

30 E. In any case, if Landlord fails to enter into an agreement with a third party for the  
31 purchase and sale or transfer of the Property (or such portion) within one hundred eighty  
32 (180) days from the date Tenant waived (or is deemed to have waived) its right to acquire the  
33 Property (or such portion) with respect to Landlord’s Notice, or then Landlord shall re-offer  
34 the Property (or such portion) to Tenant and the same procedures shall apply as are set forth  
35 above.  
36

37 9. Utilities.

38 A. Tenant shall pay directly to the provider of same all charges for water, sewer, gas, electricity,  
39 telephone and other services and utilities used by Tenant on the Premises during the term of this  
40 Lease, which services shall be separately metered to the Premises at Landlord’s sole cost and  
41 expense.  
42

43 B. With respect to common areas of the Premises the use of which is shared by other tenants and  
44 served by utilities, Landlord shall pay the amount due and annually invoice Tenant for Tenant’s  
45 pro rata share of such utility charges, which pro rata share is 20%. Within fifteen (15) days of

1 receipt of invoice, Tenant shall pay Landlord the amount invoiced or provide Landlord a  
2 statement to credit sums available on account in the Tenant Improvement Allowance, as provided  
3 in Section  
4

5 C. Tenant acknowledges that the Premises are designed to provide standard office use of  
6 electrical facilities and standard office lighting. Tenant shall not use any equipment or device that  
7 utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the  
8 wiring or interfere with electrical services to other tenants, provided that Tenant shall in any  
9 event have the right to use the Premises for the Permitted Use.  
10

11 10. Maintenance and Repairs.

12 During the Lease term, Tenant shall, at Tenant's expense, perform its own janitorial service in the  
13 Premises. Except with regard to such janitorial service, and except for any repair or replacement  
14 made necessary by Tenant's negligence or willful misconduct, Landlord shall, at Landlord's sole  
15 cost and expense, perform all necessary maintenance, repair, and replacement to the Premises,  
16 Building, and Property, and all components thereof and appurtenants thereto. Landlord's  
17 maintenance, repair, and replacement obligations as set forth in this Section shall include, but  
18 shall not be limited to, routine repairs of floors, walls, ceilings, plate glass, and other non-  
19 structural parts of the interior and exterior of the Premises; maintenance, repair, and replacement  
20 of the Premises and Building, including but not limited to the Building's roof, structural and non-  
21 structural walls, foundation, plumbing, electrical, mechanical systems (including but not limited  
22 to heat and air conditioning), windows, doors, glass, and floor and wall coverings, and fixtures;  
23 and the Property and all components thereof, including but not limited to lawn care and  
24 landscaping, snow plowing, and parking lot repair and striping.

25 11. Tenant Improvements.

26  
27 A. Tenant, at Tenant's expense, shall have the right to remodel, redecorate, and make additions,  
28 improvements and replacements (collectively, "Tenant Improvements") of and to all or any part  
29 of the Premises from time to time as Tenant may deem desirable, provided the same are made in  
30 a workmanlike manner and utilizing good quality materials, and are made in accordance with all  
31 applicable laws, codes, and ordinances. Tenant shall notify Landlord of Tenant's intent to  
32 perform such Tenant Improvements prior to commencement of such Tenant Improvements,  
33 which such notice shall include a Tenant Improvement Plan that provides a general description  
34 and cost estimates of the Tenant Improvements that Tenant intends. Tenant shall obtain  
35 Landlord's written consent to the construction of any such Tenant Improvements and Landlord  
36 shall not unreasonably withhold such consent. Upon completion of any such Tenant  
37 Improvements, Tenant shall deliver to Landlord a true and complete set of plans showing such  
38 Tenant Improvements. Upon the expiration or earlier termination of the Term of the Lease, all  
39 such Tenant Improvements shall remain with the Premises and shall become the property of  
40 Landlord without further action on the part of Landlord or Tenant regarding same.

41 B. Tenant shall have the right to place and install personal property, trade fixtures, equipment  
42 and other temporary installations in and upon the Premises, and fasten the same to the Premises.  
43 Tenant shall have the right to remove the same at any time during the term of this Lease provided  
44 that all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's  
45 expense. All personal property, equipment, machinery, trade fixtures and temporary installations,

1 whether acquired by Tenant at the commencement of the Lease term or placed or installed on the  
2 Premises by Tenant thereafter, left in the Premises following the expiration or earlier termination  
3 of this Lease shall be deemed property of the Landlord free and clear of any claim by Tenant.  
4

5 12. Property Taxes.

6 Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special  
7 assessments, if any, coming due during the Lease term on the Premises, and all personal property  
8 taxes with respect to Landlord's personal property, if any, on the Premises.

9 13. Insurance and Indemnification.

10 A. If the Premises or any other part of the Building is damaged by fire or other casualty resulting  
11 from any negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be  
12 diminished or abated while such damages are under repair and Tenant shall be responsible for the  
13 costs of repair not covered by insurance.

14 B. Landlord shall maintain property, fire and premises liability coverage insurance on the  
15 Building and the Premises in an amount equal to the full replacement cost of the Building. Tenant  
16 shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal  
17 property including removable trade fixtures, located in the Premises.

18 C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of  
19 commercial general liability insurance with respect to the respective activities of each in the  
20 Building with the premiums thereon fully paid on or before due date, issued by and binding upon  
21 an insurance company, such insurance to afford minimum protection of not less than \$1,000,000  
22 combined single limit coverage of bodily injury, property damage or combination thereof.  
23

24 D. In addition to the above-enumerated coverages, Tenant shall, at its expense, maintain  
25 construction liability coverage as a separate policy or as integrated in commercial general  
26 liability insurance, to cover those risks, damages and claims that may arise out of, during and  
27 resulting from the construction of improvements Tenant makes to the Building, the Premises or  
28 other lands that become subject to this Lease Agreement, including, but not limited to, lands  
29 contemplated in Section  
30

31 E. Landlord shall be listed as an additional insured on Tenant's policy or policies of  
32 comprehensive general liability insurance, and Tenant shall provide Landlord with current  
33 Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

34 F. Notwithstanding the above insurance provisions, Landlord and Tenant agree that Landlord  
35 shall not be liable and Tenant hereby waives all claims against Landlord for any damage to any  
36 property or any injury to any person in or about the Premises by or from any cause whatsoever,  
37 except to the extent caused by or arising from the negligence or willful misconduct of Landlord  
38 or its agents, employees or contractors, or by Landlord's failure to fulfill its obligations under this  
39 Lease.

40 G. Each party shall protect, indemnify and hold the other party, its agents, employees and  
41 insurers harmless from and against any and all loss, claims, liability or costs (including court

1 costs and attorney's fees) incurred by reason of (a) damage to any property or any injury to any  
2 person occurring in, on or about the Premises to the extent that such injury or damage shall be  
3 caused by or arise from any actual or alleged act, neglect, fault, or omission by or of the  
4 indemnifying party, its agents, servants, employees, invitees, or visitors to meet any standards  
5 imposed by any duty with respect to the injury or damage; (b) the conduct or management of any  
6 work or thing whatsoever done by the indemnifying party in or about the Premises or from  
7 transactions of the indemnifying party concerning the Premises; (c) the indemnifying party's  
8 failure to comply with any and all governmental laws, ordinances and regulations applicable to  
9 the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of  
10 the indemnifying party in the performance of any covenant or agreement on the part of the  
11 indemnifying party to be performed pursuant to this Lease.

12 H. Each party agrees that in the event of loss or damage due to any of the perils for which it has  
13 agreed to provide insurance, such party hereby waives any and all claims that it might otherwise  
14 have against the other party with respect to any risk required to be insured against to the extent of  
15 any proceeds realized from the insurance coverage to compensate for a loss (or to the extent of  
16 insurance proceeds that would have been realized had such party obtained the insurance coverage  
17 required hereunder). Each party hereby releases and relieves the other party, and waives its entire  
18 right of recovery against the other party, for loss or damage arising out of or incident to the perils  
19 insured against to the extent of insurance proceeds realized for such loss or damage, which perils  
20 occur in, on or about the Premises and regardless of the cause or origin, except if caused by the  
21 willful misconduct of such waiving party or its agents, employees, contractors and/or invitees.  
22 Each party shall, to the extent such insurance endorsement is available, obtain for the benefit of  
23 the other party a waiver of any right of subrogation which the insurer of such party might  
24 otherwise acquire against the other party by virtue of the payment of any loss covered by such  
25 insurance and shall give notice to the insurance carrier or carriers that the foregoing waiver of  
26 subrogation is contained in this Lease  
27

28 I. The provision for insurance and indemnification shall survive the expiration or termination of  
29 this Lease with respect to any claims or liability accruing prior to such expiration or termination.

30 14. Signs.

31 Tenant may, at Tenant's expense, place on the exterior of the Building and on or about the  
32 Property, after consulting with Landlord, but without having to obtain Landlord's consent, such  
33 sign or signs of Tenant as are deemed appropriate by Tenant, including such electrical wiring or  
34 service as is necessary, in Tenant's reasonable discretion, to illuminate such sign(s). Landlord  
35 shall assist and cooperate with Tenant in obtaining any necessary permission from other  
36 governmental authorities or adjoining owners and occupants for placement or construction of any  
37 signs. Tenant shall remove any such signage upon the expiration or earlier termination of the  
38 Term, and shall be responsible for all costs of repair to the Building and Premises resulting from  
39 the removal of Tenant signs under this provision. Upon mutual consent, Tenant may place signs  
40 on additional property of the Landlord.

41 15. Entry.

Landlord shall have the right, upon reasonable advance verbal or written notice to Tenant, to enter upon the Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises.

1        16.    Parking.

2            Tenant and Tenant's guests, students, invitees, employees, contractors, and agents shall have  
3            during the term of this Lease the non-exclusive use in common with Landlord, other tenants of  
4            the Building, their guests and invitees, of the non-reserved common automobile parking areas,  
5            driveways, and footways, subject to rules and regulations for the use thereof as prescribed from  
6            time to time by Landlord. Landlord reserves the right to designate parking areas in reasonable  
7            proximity to the Building for Tenant and Tenant's agents and employees.

8        17.    Building Rules.

9            Tenant will comply with the reasonable rules of usage of County property and the Building  
10           adopted and altered by Landlord from time to time and will cause all of its agents, employees,  
11           invitees and visitors to do so. Landlord shall provide Tenant with a copy of applicable present  
12           County policy and any amendments concerning usage of County property and the Building.

13       18.    Damage and Destruction.

14           A. Subject to Section 13 above, if the Premises or any part thereof or any appurtenance thereto  
15           is so damaged by fire, casualty or structural defects that the same cannot be used by Tenant for  
16           the Permitted Use, then Tenant shall have the right within ninety (90) days following damage to  
17           elect by notice to Landlord to terminate this Lease as of the date of such damage.

18           B. In the event of minor damage to any part of the Premises, and if such damage does not render  
19           the Premises unusable for Tenant's Permitted Use, Landlord shall promptly repair such damage at  
20           the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be  
21           liable for any delays resulting from strikes, governmental restrictions, inability to obtain  
22           necessary materials or labor or other matters which are beyond the reasonable control of  
23           Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the  
24           Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for  
25           Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be  
26           credited on the next ensuing payments, if any, but if no further payments are to be made, any  
27           such advance payments shall be refunded to Tenant.

28           C. The provisions of this section extend not only to the matters aforesaid, but also to any  
29           occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any  
30           appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's  
31           purposes.

32       19.    Default.

33           A. If default shall at any time be made by Tenant in the payment of rent when due to Landlord  
34           as herein provided, and said default shall continue for fifteen (15) days after written notice  
35           thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the  
36           other covenants or conditions to be kept, observed and performed by Tenant, and such default

1 shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without  
2 correction thereof then having been commenced and thereafter diligently prosecuted, Landlord  
3 may declare the term of this Lease ended and terminated by giving Tenant written notice of such  
4 intention, and if possession of the Premises is not surrendered, Landlord may reenter said  
5 premises. Landlord shall have, in addition to the remedy above provided, any other right or  
6 remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord  
7 shall use reasonable efforts to mitigate its damages.  
8

9 B. If default shall at any time be made by Landlord in any of the covenants or conditions to be  
10 kept, observed and performed by Landlord, and such default shall continue for thirty (30) days  
11 after notice thereof in writing to Landlord by Tenant without correction thereof then having been  
12 commenced and thereafter diligently prosecuted, Tenant may declare the term of this Lease  
13 ended and terminated by giving Landlord written notice of such intention. Tenant shall have, in  
14 addition to the remedy above provided, any other right or remedy available to Landlord on  
15 account of any Landlord default, either in law or equity. Tenant shall use reasonable efforts to  
16 mitigate its damages.

17 20. Quiet Possession.

18 Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder,  
19 Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and  
20 uninterrupted possession of the Premises during the term of this Lease.

21 21. Condemnation.

22 If any legally constituted authority condemns the Building or such part thereof which shall make  
23 the Premises unsuitable for leasing, this Lease shall cease when the public authority takes  
24 possession, and Landlord and Tenant shall account for rental as of that date. Such termination  
25 shall be without prejudice to the rights of either party to recover compensation from the  
26 condemning authority for any loss or damage caused by the condemnation. Neither party shall  
27 have any rights in or to any award made to the other by the condemning authority.

28 22. Notice.

29 Any notice required or permitted under this Lease shall be deemed sufficiently given or served if  
30 sent by United States certified mail, return receipt requested, addressed as follows:

31 To Landlord:

32 Debbie Peterson, Director  
33 Polk County Parks and Recreation  
34 100 Polk County Plaza, Suite 10  
35 Balsam Lake, WI 54810  
36 Tel: 715-485-9278  
37 Fax: 715-485-911  
38 Email: [debbiep@co.polk.wi.us](mailto:debbiep@co.polk.wi.us)  
39  
40  
41  
42



1 To Tenant:

2 Wisconsin Indianhead Technical College  
3 c/o Mr. John Will, President  
4 505 Pine Ridge Drive,  
5 Shell Lake, WI 54871  
6 Tel: 715-468-2815  
7 Fax: 715-468-2599  
8 E-mail: john.will@witc.edu  
9

10 Landlord and Tenant shall each have the right from time to time to change the place notice is to  
11 be given under this paragraph by written notice thereof to the other party.

12 23. Waiver.

13 No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to  
14 take any action on account of such default if such default persists or is repeated, and no express  
15 waiver shall affect any default other than the default specified in the express waiver and that only  
16 for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not  
17 be construed as a waiver of a subsequent breach of the same covenant, term or condition.

18 24. Memorandum of Lease.

19 The parties hereto contemplate that this Lease should not and shall not be filed for record, but in  
20 lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of  
21 Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this  
22 Lease.

23 25. Headings.

24 The headings of sections used in Lease are for convenience of the parties only and shall not be  
25 considered in interpreting the meaning of any provision of this Lease.

26 26. Successors.

27 The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their  
28 respective legal representatives, successors and assigns.

29 27. Consent.

30 Landlord shall not unreasonably withhold or delay its consent with respect to any matter for  
31 which Landlord's consent is required or desirable under this Lease.

32 28. Compliance with Law.

33 Tenant shall comply with all laws, orders, ordinances and other public requirements now or  
34 hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all laws, orders,  
35 ordinances and other public requirements now or hereafter affecting the Premises.

1           29.    Final Agreement.

2                    This Lease Agreement terminates and supersedes all prior understandings or agreements on the  
3                    subject matter hereof. This Lease Agreement may be modified only by a further writing or  
4                    addendum that is duly executed by both parties.

5           30.    Governing Law.

6                    This Agreement shall be governed, construed and interpreted by, through and under the Laws of  
7                    the State of Wisconsin. Any provision of this Lease which shall prove to be invalid, void or  
8                    illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining  
9                    provisions hereof shall nevertheless remain in full force and effect.

10          31.    Force Majeure.

11  
12                    Neither party will be liable for any delay or failure in the performance of any of its obligations  
13                    herein when due to labor disputes, inability to obtain materials or services, wars, governmental  
14                    laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of  
15                    such party. Provided, however, that this section shall not excuse Lessee from the prompt payment  
16                    of rent or any other amount due herein  
17

18          32. Signatures.

19                    The parties have executed this Lease Agreement effective as of the day and year first above  
20                    written.  
21

22  
23                                        (Signatures appear on the following page)  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

Library/School Building –WITC Space Lease – 2.22.2018

1 For County of Polk (Landlord):

2

3

4 Debbie Peterson, Director

Dated: \_\_\_\_\_

5

6

7 For Wisconsin Indianhead Technical College (Tenant):

8

9

10 Name: \_\_\_\_\_

Dated: \_\_\_\_\_

11 Title: \_\_\_\_\_

12 Lease Approved as to Form:

13 *Jeffrey B. Fuge*

14 Jeffrey B. Fuge, Bar No. 1024292

Dated: \_\_\_\_\_, 2018

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

Exhibit A

Depiction of Premises

To Be Added Prior to Lease Signing

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49

Exhibit B

Tenant Improvement Plan and Work Letter

To Be Added Prior to Lease Signing

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49

1  
2  
3  
4  
5  
6  
7  
8  
9

Exhibit C

Tenant's Operational Plan  
and  
Delivery of Program Services Plan  
To Be Added Prior to Lease Signing