

RESOLUTION NO. 11-922

RESOLUTION ESTABLISHING A PUBLIC-PRIVATE PARTNERSHIP TO FACILITATE THE TRANSFER OF EXCESS COUNTY REAL ESTATE TO SOUTHWEST WISCONSIN TECHNICAL COLLEGE TO ESTABLISH A COLLEGE OUTREACH SITE IN DODGEVILLE, WI

WHEREAS, access to affordable, relevant, high-quality, and accessible education, occupational skills training, and job training and retraining, furthers both the availability of workforce development opportunities, and stimulates economic development within the County; and

WHEREAS, the County's residents rely on their ability and the opportunity to obtain the necessary education, skills, and training that are required to find quality employment within the local area; and

WHEREAS, the County's businesses rely on their ability to find a well-trained and skillful workforce within the local area; and

WHEREAS, the County has recently constructed and opened a premier Law Enforcement Center that houses the Iowa County Sheriff's Office, Iowa County Jail, and Iowa County Emergency Management personnel. This new facility replaced the County's old aging Sheriff's Office and County Jail, located at 1205 N. Bequette Street, Dodgeville, WI 53533; and

WHEREAS, the County still owns the building and property containing the old Sheriff's Office and County Jail, this real estate is currently excess property for the County, and there are no feasible or foreseeable plans to re-use the property for the County's purpose; and

WHEREAS, it is in the County's best interest to re-purpose this excess County property for a new use that will benefit the County, Community, and general public by providing an opportunity for education, workforce training and development, and employment within the County; and

WHEREAS, the County desires to develop and implement a plan to facilitate the transfer of the County's excess property at 1205 N. Bequette Street, Dodgeville, WI 53533, for the purpose of developing a technical college outreach site at that location; and

WHEREAS, the State of Wisconsin's technical college system, as described by law in Wisconsin Statutes Chapter 38, has a stated mission and purpose that it is in the public interest to provide a system of technical colleges which enables eligible persons to acquire the occupational skills training necessary for full participation in the work force; which stresses job training and retraining; which recognizes the rapidly changing educational needs of residents to keep current with the demands of the work place and through its course offerings and programs facilitates educational options for residents; which fosters economic development; which provides education through associate degree programs and other programs below the baccalaureate level; which functions cooperatively with other educational institutions and other governmental bodies; and which provides services to all members of the public; and

WHEREAS, Southwest Wisconsin Technical College (SWTC), or “College,” was organized in 1967 and is a College within the State’s technical college system with a stated mission to provide education and training opportunities to students, employers, and communities; and

WHEREAS, The College has a non-profit foundation, the Southwest Wisconsin Technical College Foundation, Inc. (the “Foundation”), whose mission is to promote learning through funding activities that enable the College to provide opportunities for success. The Foundation exists to raise and manage private resources that support the educational mission and priorities of the College; provide opportunities for students through grants, scholarships, or loans; extend financial assistance to the College; and enhance institutional excellence in ways that would not be possible with local, state, and tuition funds; and

WHEREAS, the SWTC Real Estate Foundation, Inc. (REF), is a Type 1 supporting organization operated and controlled by the Foundation. The REF was organized and incorporated in June 2015 for the purpose of acquiring, developing and holding real estate for the benefit of the College and the Foundation. The REF received 501(c)(3) tax-exempt status as a Type 1 supporting organization of the Foundation and the College under section 509(a)(3)(B)(i) of the Internal Revenue Code in November 2015; and

WHEREAS, the Parties desire to work together for the mutual benefit of the County’s residents, businesses, and government, by jointly developing a plan to facilitate the transfer of the County’s excess property at 1205 N. Bequette Street, Dodgeville, WI 53533, to the SWTC Real Estate Foundation, Inc., for the purpose of developing a technical college outreach site at that location.

NOW, THEREFORE, BE IT RESOLVED, the Iowa County Board of Supervisors authorizes and directs the Chairman of the Board of Supervisors, or his designee, to enter into a Public-Private Partnership agreement, in accordance with Iowa County Policy 309, by executing a Memorandum of Understanding (“MOU”), attached as **Exhibit A**, with the SWTC Real Estate Foundation, Inc. expressing the Parties’ desire and intent to develop a plan to transfer certain excess County real estate to the SWTC Real Estate Foundation, Inc. for the purpose of constructing, developing, and establishing a SWTC college outreach site in Iowa County.

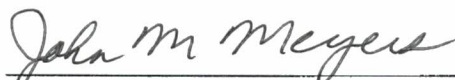
BE IT FURTHER RESOLVED, the Iowa County Board of Supervisors authorizes and directs staff to immediately enter into negotiations with the SWTC Real Estate Foundation, Inc. to develop a comprehensive plan, including all necessary agreements and other documentation, setting forth all relevant aspects necessary for the parties to jointly, or in partnership, develop a plan to transfer certain excess County real estate to the SWTC Real Estate Foundation, Inc. for the purpose of constructing, developing, and establishing a SWTC college outreach site in Iowa County.

BE IT FURTHER RESOLVED, the Iowa County Board of Supervisors authorizes and directs staff to immediately take steps to develop and prepare the appropriate legal documents, real estate documents, site preparation work, and any other steps necessary to prepare the site location to be transferred to the SWTC Real Estate Foundation, Inc. not later than January 31, 2023.

BE IT FURTHER RESOLVED, all plans, applications, and Agreements referenced herein shall not become effective unless and until each has received approval by the Board of Supervisors in accordance with Iowa County's General Code of Ordinances and/or as otherwise required by law.


Respectfully submitted by the Executive Committee.

Adopted by the Iowa County Board of Supervisors this 20th day of September 2022.



John M. Meyers, Chairman
Iowa County Board of Supervisors

Attest:



Kristy K. Spurley, Clerk
Iowa County

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN IOWA COUNTY, WISCONSIN AND THE SOUTHWEST WISCONSIN TECHNICAL COLLEGE (SWTC) REAL ESTATE FOUNDATION, INC. ESTABLISHING A PUBLIC-PRIVATE PARTNERSHIP TO FACILITATE THE TRANSFER OF EXCESS COUNTY REAL ESTATE TO SOUTHWEST WISCONSIN TECHNICAL COLLEGE TO ESTABLISH A COLLEGE OUTREACH SITE IN DODGEVILLE, WI

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ___ day of September, 2022, by and between IOWA COUNTY, WISCONSIN (the “County”), a political subdivision of the State of Wisconsin with its principal office located at 222 North Iowa Street, Dodgeville, Wisconsin, 53533 and SWTC REAL ESTATE FOUNDATION, INC. (“REF”) a Wisconsin non-profit foundation with its principal office located at 1800 Bronson Boulevard, Fennimore, Wisconsin, 53809 (collectively, the “Parties”).

RECITALS

WHEREAS, the County seeks to promote affordable, relevant, high-quality, and accessible education, occupational skills training, and job training and retraining, which furthers both the availability of workforce development opportunities, and stimulates economic development within the County; and

WHEREAS, the County’s residents rely on their ability and the opportunity to obtain the necessary education, skills, and training that are required to find quality employment within the local area, and the County’s businesses rely on their ability to find a well-trained and skillful workforce within the local area; and

WHEREAS, the County has recently constructed and opened a premier Law Enforcement Center that houses the Iowa County Sheriff’s Office, Iowa County Jail, and Iowa County Emergency Management personnel. This new facility replaced the County’s old aging Sheriff’s Office and County Jail, located at 1205 N. Bequette Street, Dodgeville, WI 53533; and

WHEREAS, the County still owns the building and property containing the old Sheriff’s Office and County Jail, this real estate is currently excess property for the County, and there are no feasible or foreseeable plans to re-use the property for the County’s purpose; and

WHEREAS, it is in the County’s best interest to re-purpose this excess County property for a new use that will benefit the County, Community, and general public by providing an opportunity for education, workforce training and development, and employment within the County; and

WHEREAS, the County has requested to partner with REF, in accordance with Iowa County Policy 309, to establish a Public-Private Partnership to transfer the County’s excess real estate at 1205 N. Bequette Street, Dodgeville, WI 53533, to REF for the purpose of constructing and developing a SWTC college outreach site at the subject location (the “Project”); and

WHEREAS, REF is a non-profit foundation created for the purpose of supporting SWTC by acquiring, holding, and managing real estate that is integral to the College’s mission; and

WHEREAS, the Parties acknowledge that this MOU is merely a representation of the Parties' desire to transfer the subject property to the REF, and does not constitute an authorization, express or otherwise, for the County to construct, own, or operate a SWTC college outreach site, directly or indirectly; and

WHEREAS, the Parties acknowledge that the terms of this MOU may be subject to modification in order to ensure compliance with the County's ordinances, state regulatory agencies' guidance and rules, and Wisconsin and federal law.

The Parties to this MOU acknowledge the foregoing recitals and agree to participate in and perform the following actions:

GENERAL PROVISIONS

- I. Preliminary Agreement. This MOU is a preliminary agreement between the Parties and, unless expressly stated otherwise, is not intended to create a binding agreement to finance, provide, maintain, develop, construct, or otherwise obligate the Parties to build or operate a SWTC college outreach site within the County.
- II. Parties' Support for the Project. Notwithstanding any law, rule, guidance, ordinance, or conflicting provision contained herein, the Parties do hereby express support for the provisions contained within this MOU. The Parties acknowledge that the Project may not materialize despite their best efforts.
- III. Good Faith Negotiations. The Parties agree to identify and pursue all reasonable alternatives to affect the intent of this MOU and, where possible, take affirmative steps to implement those alternatives. The Parties further agree to voluntarily comply with the provisions of this MOU and, upon approval of the Preliminary Real Estate Transfer Plan by both Parties' respective governing bodies, negotiate in good faith to finalize and adopt a Real Estate Transfer Agreement that is separate and distinct from this MOU and which authorizes the Parties to transfer title to the subject property, through an appropriate legal conveyance, for the purpose of constructing and developing a SWTC college outreach site at the location.
- IV. Preliminary Costs. The Parties agree that unless otherwise expressly agreed to in writing, each Party will be responsible for its own expenses incurred in furtherance of this MOU.
- V. Public Purpose. The Parties acknowledge that the expansion of affordable, relevant, high-quality, and accessible education, occupational skills training, and job training and retraining, furthers both the availability of workforce development opportunities, and stimulates economic development within the County. Accordingly, the Parties agree to cooperate with one another, and diligently undertake all reasonable actions and execute all reasonable efforts to secure funding to advance the Project.

OBLIGATIONS OF THE PARTIES

- VI. Preliminary Preparations. The Parties shall make all reasonable efforts to independently and collaboratively engage all stakeholders necessary to study, analyze, and execute the provisions of this MOU, including, but not limited to, the State and local officials, industry stakeholders, financial advisors, legal counsel, and other professionals, as necessary to realize the Project.
- VII. Preliminary Real Estate Transfer Plan. The Parties shall make all reasonable efforts to develop a Preliminary Real Estate Transfer Plan, the purpose of which shall be to describe, with specificity, the terms and conditions associated with transferring the County's excess property to REF for the purpose of establishing a SWTC college outreach site in Iowa County. The Parties agree to work together to jointly develop the Preliminary Real Estate Transfer Plan.
- VIII. Preliminary Real Estate Transfer Plan Approval. After developing the Preliminary Real Estate Transfer Plan, the Parties shall submit the Preliminary Real Estate Transfer Plan to their respective governing bodies for consideration and approval.
- IX. Real Estate Transfer Agreement. Should both Parties' respective governing bodies approve the Preliminary Real Estate Transfer Plan, the Parties will enter into a Real Estate Transfer Agreement which will be legally binding on both Parties. Development, approval, and execution of the Real Estate Transfer Agreement shall be separate and distinct from this MOU and shall be subject to and conditioned upon successful negotiations between the Parties and approval by both Parties' respective governing bodies.
- X. Costs. Parties acknowledge that all costs borne by the Parties in executing this MOU shall be the sole liability of the Party that incurred the costs, unless otherwise agreed to in writing.

MISCELLANEOUS PROVISIONS

- XI. Duration and Termination. The Parties are entitled to terminate this MOU immediately upon written notice to the other Party. Unless one or both Parties, or a court of law, terminates or invalidates this MOU, this MOU shall remain in full force and effect until the Parties' obligations described hereunder are completed.
- XII. Non-Binding Effect. The Parties acknowledge that unless expressly stated otherwise, this MOU is not a binding agreement and the obligations and rights of the Parties are yet to be negotiated and memorialized through the adoption of the Real Estate Transfer Agreement. The Real Estate Transfer Agreement shall not become effective unless and until it is approved by both Parties' respective governing bodies.

- XIII. Disclaimer. The Parties acknowledge that this MOU does not obligate either Party to provide, construct, finance, or develop a SWTC college outreach site within the County or to execute a Real Estate Transfer Agreement. The Parties further acknowledge that the provisions of this MOU shall not be relied upon nor construed as an inducement for either party to take any action(s) or incur any costs not explicitly set forth by this MOU.
- XIV. Representations and Warranties. The Parties acknowledge that this MOU does not create a financial obligation between the Parties. The Parties further acknowledge that this MOU does not guarantee completion or execution of a Real Estate Transfer Agreement. Nor does this MOU represent a financing guarantee between a potential lender and a potential buyer. Any financing terms referenced in this MOU shall become effective only upon the development and ratification of the Real Estate Transfer Agreement by both Parties' respective governing bodies. The Parties acknowledge that the Real Estate Transfer Agreement is separate and distinct from this MOU.
- XV. Confidentiality. Because of the competitive nature of academic, educational, and philanthropic opportunities, the County acknowledges that certain information REF provides to the County may be proprietary and, if specified as such, should be treated by the County as confidential and shall not be disclosed to third parties unless required by law.
- XVI. Amendments. This MOU may not be amended or modified, except in writing, by mutual agreement of the Parties.
- XVII. Governing Law. This MOU is intended to be performed in the State of Wisconsin and shall be construed and enforced by the laws of the State of Wisconsin.
- XVIII. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this MOU by the authority of their respective governing bodies and/or authorized signatory as an expression of the Parties' formal intent.

[Signature pages follow.]

IOWA COUNTY

The undersigned Iowa County officials have executed this Agreement pursuant to duly adopted Resolution No. 11-922 dated: Sept 20, 2022.

John M Meyers
John M. Meyers, Chairman
Iowa County Board of Supervisors

Attest:

Kristy K Spurley
Kristy K. Spurley, County Clerk

STATE OF WISCONSIN)
)
COUNTY OF IOWA)

Personally came before me on Sept 20, 2022, the above named John M. Meyers, to me known to be the persons who executed the foregoing instrument and acknowledge same.

Kristy Kay Spurley
Notary Public, State of Wisconsin
My Commission expires: 2-1-2026

SWTC REAL ESTATE FOUNDATION, INC.

Authorized Signatory

Date

Attest:

Notary Public

STATE OF WISCONSIN)
)
COUNTY OF GRANT)

Personally came before me on _____, 2022, the above named
_____, to me known to be the persons who executed the
foregoing instrument and acknowledge same.

Notary Public, State of Wisconsin

My Commission expires: _____