

RUSK COUNTY PROPERTY COMMITTEE AGENDA

DATE: December 4, 2024

TIME: 8:00 a.m.

PLACE: Law Enforcement Center – Board Room

CALL TO ORDER

APPROVAL OF MINUTES – November 6, 2024

PRESENTATION

- HCA Charities Response to Request for Proposal for 900 and 906 College Ave, Ladysmith WI 54848

DISCUSSION AND POSSIBLE MOTION

1. **RECYCLING – Charmaine Riddle**
 - a. Coordinator Report Including Update on Outreach, Violation & Sites
2. **BUILDING & GROUNDS**
 - a. Trail's End Updates/Report
 - b. Fairgrounds Report
 - i. North Bathrooms RFP – Portable Shower Rental during Construction
 - ii. Chuckwagon Improvements
 - iii. Addition of waterlines for new vendor sites
 - c. Need Man Lift
 - d. Flambeau River Outfitters – Damage Repair
3. **COURTHOUSE**
 - a. Mailroom Security Camera Quote
 - b. Trane Heating Quote
4. **AIRPORT**
 - a. Sale of 1999 Ford F250 Pickup
5. **SHERIFF**
 - a. Transfer of East Fire Repeater – Hawkins Water Tower Antenna from Rusk County to Hawkins Fire Department
6. **ADMINISTRATIVE COORDINATOR**
 - a. Recommendation to County Board Regarding Possible Sale of 900 and 906 College Ave, Ladysmith WI 54848 Parcels
 - b. Xcel Energy Lease Renewal at Tony Railyard Site
 - c. Xcel Energy Letter of Interest to Purchase Portion of Tony Railyard Site
7. **INSURANCE/COUNTY CARS / CENTRAL SERVICES**
 - a. Review of Insurance Claims and County Car Usage
8. **IT**
 - a. Sound System in the LEC.
 - b. IT Department Updates/Report
 - c. ARPA Project – Security Testing/Audit \$18,000

APPROVE AP REPORT – BILLS

SET DATE FOR THE NEXT MEETING

ADJOURN

At any time, a quorum of another County Committee or of the County Board may be present at the meeting to observe the proceedings, but no action will be taken except by those Committee Members for the stated Committee meeting and only on noticed agenda items.

Please Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information, or to request this service, contact the Rusk County Clerk's Office; phone (715)532-2100.

RUSK COUNTY PROPERTY COMMITTEE MINUTES

NOVEMBER 6, 2024

8:00 A.M.

Present: Terry Wedwick, Tom Hanson, John Kalepp and Jerry Biller.

Staff Present: C. Meyer, J. Wilk, A. Heath, C. Riddle and J. Livingston.

Others Present: J. Wiles, K. Olesiak and Z. Shineflew.

Call to Order

Meeting called to order by Chair Kalepp at 8:00 a.m.

Approval of Minutes – October 2, 2024

Motion by Biller, seconded by Hanson to approve the October 2, 2024 Minutes. Motion carried.

RECYCLING – Charmaine Riddle

Coordinator Report Including Update on Outreach, Violation & Sites

C. Riddle gave a report on pick up date change to Recycling sites for budget purposes.

BUILDING & GROUNDS

Trail's End Updates/Report – Nothing new to report.

Fairgrounds Report – Water is shut down, buildings are locked down for safety purposes.

Chain link fence on Midway – The request to install a chain link fence on the Midway and eliminate the snow fence.

Motion by Hanson, seconded by Biller to approve the installation of the chain link fence on the Midway at the Rusk County Fairgrounds out of the Fair Budget. Motion carried.

Trane Damper Repairs – The request to fix the Damper to regulate the air conditioning and heat.

Motion by Biller, seconded by Hanson to fix the damper for up to \$4,000.00 from the Courthouse repair budget. Motion carried.

On Call Cell Phone – The request to get an additional cell phone for on call.

Motion by Biller, seconded by Hanson to purchase an on-call cell phone for the Maintenance Department from the Maintenance Courthouse Budget. Motion carried.

AIRPORT

Approval of Hagar 3 Lease – Joe Schmitz

Motion by Biller, seconded by Hanson to approve the Airport lease for Joe Schmitz. Motion carried.

Sale of 1999 Ford F250 Pickup – No Discussion

Riel Lights

Motion by Hanson, seconded by Biller to approve the invoice for \$6,968.75 from Cedar Electric from the Airport Budget. Motion carried.

Septic Issues – The request to fix the pipe to the septic issue at the Airport.

Motion by Biller, seconded by Hanson to approve the repair to the septic at the Airport up to \$2,500.00 from the Airport Budget. Motion carried.

ADMINISTRATIVE COORDINATOR

Approval of Change Lease Language with Ladysmith Police Department

Request to change lease language in article 13.02 to add terminate to the lease for the Ladysmith Police Department.

Motion by Wedwick, seconded by Hanson to include the language in 13.02 to the lease language with the Ladysmith Police Department. Motion carried.

Relocation of Mailroom to Former HR Office

The request by the Administrative Coordinator to relocate the mailroom to former HR Office. Clerk Meyer requested to address the Committee as the Department Head of the Clerk's office where the mail room is currently located. Chairman Kalepp informed Clerk Meyer that the mail room is not part of the Clerk's Department, no other comments/questions were presented to the Committee.

Motion by Biller, seconded by Kalepp to relocate the mailroom from the County Clerk's office to the former HR Office. Motion carried.

Amend Electronic Meeting Policy

The request to amend electronic meeting policy

Motion by Biller, seconded by Hanson to forward the Electronic Meeting Policy to County Board. Motion carried.

SENIOR/YOUTH CENTER

Epoxy Floors

Motion by Biller, seconded by Hanson to approve the epoxy for the floors at the Senior/Youth Center from the Senior Youth Budget. Motion carried.

OLD CLINIC

Fire Monitoring

Motion by Biller, seconded by Wedwick to not install Fire Monitoring in the Old Clinic. Motion carried.

HIGHWAY DEPARTMENT

Roof Bid – Repairs

Motion by Biller, seconded by Hanson to approve the Roof Bid repairs up to \$40,000.00 at the Highway Department from the Highway Budget. Motion carried.

INSURANCE/COUNTY CARS / CENTRAL SERVICES

Review of Insurance Claims and County Car Usage

Finance Director Jaimie Wilk gave a report on Insurance Claims and County Car usage.

IT

Sound System in the LEC.

HBS will be looking at the Sound System in the LEC and Audio Architects gave an estimate of \$40,000.00.

IT Department Updates/Report – A report was given from the IT Department.

ARPA Project – Security Testing/Audit \$18,000

A report was given on the Security testing timeline for the ARPA Project.

APPROVE AP REPORT – BILLS

Motion by Biller, seconded by Wedwick to approve bills as presented. Motion carried.

Next meeting will be December 4, 2024 at 8:00 a.m. in the LEC.

Adjourn – *Motion by Hanson, seconded by Wedwick to adjourn at 9:06 a.m. Motion carried.*

TEMPORARY STORAGE SITE LEASE

THIS AGREEMENT, made this _____ day of _____, 202____ between: Rusk County, hereinafter called "Lessor", and NORTHERN STATES POWER COMPANY, a Wisconsin Corporation, d/b/a Xcel Energy, hereinafter called NSP.

WITNESSETH:

That Lessor, for the consideration of Forty-Four Thousand (\$45,320), sufficiently whereof is hereby acknowledged, and that which to be paid to Lessor by NSP in 4 quarterly payments, does hereby lease unto NSP, its employees, assigns and contractors, and NSP does hereby accept from Lessor that certain Real Estate within the County of Rusk, State of Wisconsin, described as follows:

That part of the NE of the SE and the SE of the SE of Section 27, T35N R05W, that also being part of both parcels PID 010006190005 and PID 010006240000, as shown on Exhibit "A" attached to and made part of the Temporary Storage Site Lease, approximately 11 acres, and hereinafter called "leased area." Lessor certifies that the leased area is free of all encumbrances, leases, or other agreements that would inhibit the use of NSP as stated and described it to be used herein this Temporary Storage Site Lease. During the term of the lease, NSP will have exclusive use of all facilities, roads, buildings, and grounds including the "scale house" that are within the leased area. Site electric service will be paid by NSP during the term of the lease.

This site will be used for the storage of mats, timbers, poles, wire, insulators, vehicles and all other supplies, equipment and material pertinent to the maintenance and/or construction of electrical transmission lines and the location of temporary office and storage trailers.

The term of this Agreement shall be for 12 months beginning December 25, 2024, and ending December 24, 2025. NSP shall accept the leased premises in the condition "as is" and upon the termination hereof surrender the premises in substantially the same condition in which it was at the beginning of NSP's occupancy thereof.

NSP agrees to assume all liability and to indemnify or compensate Lessor for any injury or damage to persons or property occasioned by or arising in connection with the use of said premises by NSP, and said NSP further agrees to defend, indemnify and save harmless Lessor against all actions, claims, damages or demands which may be brought or made against Lessor by reason of anything done by NSP in the exercise or purported exercise of the right and privilege hereby granted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

LESSOR:

By:

Its:

LESSEE:

By:

Its:

November 25, 2024

Xcel Energy
1414 W. Hamilton Ave., P.O. Box 8
Eau Claire, WI 54701

Subject: Letter of Interest for Option Agreement

To Rusk County Administrator:

This letter is an expression of our interest (“Letter of Interest” or “LOI”) in 47.25 +/- acres located on Rusk County Lands in Section 27, T35N-R5W, in the town of Dewey, Rusk County, WI as more fully identified on Exhibit “A” attached hereto (“Property”). The purpose of this Letter of Interest is to explore whether or not an agreement with you in principle for an Option Agreement granting Buyer an exclusive option to purchase the Property (the “Option”) can be promptly reached. If the outline below is acceptable to you, please acknowledge by returning a countersigned copy to us by no later than December 24, 2024.

1. SELLER: Rusk County
2. BUYER: Northern States Power Company, a Wisconsin corporation
3. PROPERTY: The Property as depicted in Exhibit “A” attached hereto and all appurtenant rights, privileges, easements, and improvements associated with the property of 47.25 +/- acres as depicted in the attached Exhibit “A”. Seller agrees to work with Buyer to further define the Property boundaries prior to the execution of an Option Agreement.
4. OPTION: Seller will grant to Buyer an exclusive irrevocable option (the “Option”) to purchase the Property on the terms and conditions set forth in an Option Agreement. Buyer may exercise the Option in writing to Seller at any time within the Option Period or Extended Option Period as defined herein. In the event that Buyer exercises the Option, the terms and conditions of the Option Agreement shall be and become the contract of purchase and sale between Buyer and Seller with respect to the Property.
5. OPTION PRICE: As consideration for the granting of the Option, Buyer will pay to Seller the sum of Eleven Thousand Dollars (\$11,000) payable upon execution of the Option Agreement (the “Option Payment”).

6. TERMINATION: At any time within the initial Option Period, Buyer shall have the right to terminate the Option Agreement if conditions in the Option are not met. Should the agreement not be terminated prior to the end of the Option Period, the Option Payment will become non-refundable. All Option Payments made by Buyer will be applicable to the Purchase Price if Buyer exercises its option and closes on the purchase of the Property. Upon termination, the parties shall execute and deliver a termination of any recorded memorandum of the Option Agreement in recordable form.
7. OPTION PERIOD: Buyer's Option shall commence upon full execution of the Option Agreement (the "Effective Date") and shall automatically expire one (1) year thereafter (the "Option Period").
8. RIGHT TO INSPECT: After the Effective Date of the Option Agreement and until the earlier of the termination of the Option Agreement or the Closing, Buyer and its agents, contractors and representatives shall have the continuing right, after providing reasonable notice to Seller, to enter upon the Property for purposes of performing inspections, a survey of the Property, investigations, and tests, including, without limitation, soil borings, environmental, geotechnical, and groundwater testing. Buyer will promptly restore and repair any damage or disturbance to the Property to reasonably the same condition existing prior to Buyer's inspections, investigations, surveys, or tests to the extent such damage was caused by Buyer or its agents, contractors or representatives. Buyer shall indemnify and hold Seller harmless from all damages arising from its inspection of the Property.
9. PURCHASE PRICE: If Buyer elects to exercise the Option, the Purchase Price shall be Three Hundred Fifty-two Thousand Three Hundred Eighty-five Dollars (\$352,385.00), as established by a Broker's Opinion of Value of the Property.
10. SURVEY: Buyer, at its expense, would have the right to select and pay for a licensed land surveyor to prepare a survey of the Property and confirm the acreage. Any encroachments on

the Property revealed by the survey would be treated as title defects.

11. INFORMATION:

Within five (5) business days after the Effective Date of the Option Agreement, Seller would furnish copies of any information in Seller's possession about the Property, including but not limited to, surveys, environmental assessments, zoning, leases, contracts and any governmental program agreements. Buyer shall treat all such information as confidential and shall destroy such information in its possession if the transaction is terminated.

12. TITLE INSURANCE:

Within ten (10) business days after the Effective Date of the Option Agreement, Seller would provide, at its cost, a title commitment from a nationally recognized title insurance company demonstrating marketable fee simple title to the Property free and clear of liens and encumbrances except permitted encumbrances as may be allowed by Buyer and an owner's title insurance policy would be issued at Buyer's cost promptly following Closing of the transaction if Buyer elects to exercise its Option. The Property shall be insured by the title company at Closing as free of any monetary liens, including without limitation the lien of the Seller's corporate trust indenture against the Property.

13. ZONING AND PERMITS:

During the Option Period, Buyer shall have the right to re-zone the Property as necessary for Buyer's proposed use and to apply for all permits and other government approvals (including but not limited to site plan approvals, platting, and building permits) necessary to allow for development of the Property. Any and all costs related to the Buyer obtaining such re-zoning, plan approval and other permits, agreements, approvals, and licenses shall be borne by Buyer. Seller shall execute applications as necessary and shall reasonably cooperate with Buyer in obtaining said re-zoning and other approvals. All such approvals shall be effective only after Closing. If Buyer does not plat the Property, Seller shall be responsible for obtaining at its sole expense any required county and city approvals of the metes and bounds legal descriptions used in the Warranty Deed, and as otherwise as may be required in order to convey a legal parcel to Buyer.

14. CLOSING: If Buyer elects to exercise the Option and Seller can demonstrate marketable title free and clear of liens and encumbrances, except those permitted by Buyer in its discretion, the transaction would close within thirty (30) calendar days after the date on which Buyer notifies Seller of its election to exercise the Option. Seller would execute a Warranty Deed to the Property in form acceptable to Buyer at Closing together with related closing documents as required by Seller's and Buyer's attorneys and the title insurance company. Seller would pay the transfer tax on the conveyance and Buyer shall pay the cost of recording the Warranty Deed. Each party would be responsible to pay their respective attorneys. Any escrow fees would be shared equally by the Seller and Buyer. Real estate taxes would be prorated to the date of Closing and any special assessments which are a lien against the Property would be paid by Seller and any charges dues, or fees regarding the Property would be paid by Seller to the date of Closing the transaction. The Option Payment would be a credit against the purchase price at Closing.
15. CONFIDENTIALITY: Subject to applicable law, this LOI and the anticipated Option Agreement which the Seller and Buyer hope to negotiate and execute and all terms therein, shall be confidential and shall not be released to or shared with any other person or entity, whether verbally or in writing, without the prior approval of both Seller and Buyer (other than their attorneys, lenders and advisors who shall also be automatically subject to this confidentiality requirement and shall be so advised prior to furnishing information to them).
16. BROKER'S COMMISSION: Buyer would not be responsible to pay for or reimburse Seller, and Seller shall hold Buyer harmless from, for any broker's commission or finder's fee. Any commission owing to Seller's broker would be paid at Closing out of Seller's sale proceeds.
17. DEFAULT: If Seller would default under the Option Agreement, Buyer would be entitled to a refund of the Option Payment and exercise other rights it may have at law or equity, including but not limited to specific performance and a right to damages to recover only its out-of-pocket expenses (but excluding extraordinary damages). If Buyer defaults, Seller would be entitled to retain the Option

Payment as liquidated damages which shall be Seller's sole remedy.

18. CONTINUED USE

By acceptance of this LOI, the Seller consents to Buyer to continue Buyer's current use of the Property under the existing lease terms until the Option is exercised. The existing lease is attached as Exhibit "B". The Option price would satisfy the first quarterly payment in 2025 and be a credit to the Purchase Price. If the Option is not exercised by the end of the first quarter, the Buyer shall pay to Seller another Eleven Thousand Dollars (\$11,000) to continue use through the second quarter 2025, which would also be a credit to the Purchase Price. This quarterly payment schedule will continue until the Options is exercised.

Upon delivery of written acceptance of this LOI by Seller, Buyer and Seller anticipate proceeding to negotiate, document in detail, and execute a definitive Option Agreement, and a memorandum thereof in recordable form, for the Property within ninety (90) calendar days following acceptance of this LOI by Seller ("Exclusivity Period"). If a definitive Option Agreement cannot be negotiated in an acceptable form and content and executed by the expiration of the Exclusivity Period, Seller and Buyer shall be under no further obligation to attempt to reach a legally binding Option Agreement. Each party is absolutely free to negotiate the terms of the Option Agreement in its sole and absolute discretion and this LOI does not impose nor shall be construed to impose any obligation on any party or "to agree to agree" except as set forth below. It is anticipated that the Option Agreement will contain representations and warranties, conditions to Closing, terms and conditions as well as other matters as are typically addressed in similar real estate transactions and agreements.

Notwithstanding anything to the contrary contained in this LOI, this LOI is not a binding contract but is merely an expression of interest.

[continued on the next page]

If the terms of this LOI are acceptable to you, please execute a copy and return it to our attention at which time we will have our attorney prepare a proposed Option Agreement for your consideration.

Thank you for your consideration.

Very truly yours,

Northern States Power Company,
a Wisconsin corporation



By:

Name: Sarah B. Schwartz

Title: Senior Manager, Siting & Land Rights

Date: November 25, 2024

THE FOREGOING LETTER OF INTEREST IS ACCEPTABLE TO SELLER:

Rusk County

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

General description of Property



Owner	Tax ID	Town-Range-Section	Brief Legal	Acres
Rusk County	010-00619-0005	35N-5W-27	Part of NESE	7.25
Rusk County	010-00624-0000	35N-5W-27	SESE	40.00
Total	-	-	-	47.25