



# RUSK COUNTY JOINT MANAGEMENT

June 27, 2024  
3:00 P.M.

## AGENDA

**LOCATION: RUSK COUNTY GOVERNMENT CENTER LEC BOARD ROOM**

**Notice: Committee Members – J. Biller, A. Christenson, J. Kenyon, B. Coggins, D. Gudis**  
**Staff A. Christianson, A. Heath, C. Swearingen, D. Fleming, C. Meyer, G. Shilts and J. Wilk**

1. **CALL TO ORDER**
2. **PUBLIC COMMENT** – limit of 3 minutes per person with a maximum public comment of 30 minutes on agenda items only.
3. **APPROVAL OF MINUTES** – May 30, 2024
4. **BUILDING & MAINTENANCE ISSUES/DISCUSSION AND POSSIBLE MOTION**
  - A. Facility Managers Report
    - Joint Management Facility Report
  - B. Animal Shelter
    - Compliance Issues
  - C. Library
    - Lower Window replacement
  - D. Financial Report
    - Year to Date Expenses/Revenues
  - E. Enterprise Center
    - Tenant Concerns
    - Leases – RCTC, Real Deal Outdoors, Liberty Commercial Roofing, Best Enterprise.
  - F. Fritz Avenue Plant
    - HVAC Replacement/Rehabilitation work
    - Leases – Dahlstrom, Hooper.
  - G. ADF Plant
    - Paving update
  - H. Jez Rd Building & 501 Doughty Rd. W Update
    - Update on Plans for Infill Building.
  - I. Gates Avenue Mfs. Plant Update
    - Possible Action on Past Due Rent for West Cove Lanes
    - Leases – A & M Fiberglass
  - J. Joint Management Agreement
    - Update Joint Management Agreement.
    - Jointly Operated Buildings – Maintenance oversight
  - N. Advertising for Unleased Spaces via RFP
5. **TOUR OF THE JOINT MANAGEMENT BUILDINGS**
6. **SET A DATE FOR THE NEXT MEETING**
7. **ADJOURNMENT**

This agenda prepared by C. Meyer County Clerk at the direction of B. Coggins - Chairman.  
3 Posted: Rusk County Courthouse: 6/25/2024 @ 4:30 p.m.

Joint Management Agenda  
June 27, 2024

# RUSK COUNTY JOINT MANAGEMENT COMMITTEE

May 30, 2024

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Location: Rusk County Government Center – LEC Board Room

Committee Present: J. Kenyon, A. Christianson Sr., B. Coggins and J. Biller. Absent: D. Gudis

County/City Staff Present: C. Meyer, A. Heath and A. Christianson Jr.

Others Present: E. Webster

**CALL TO ORDER** by Chair Coggins at 3:00 p.m.

Public Comment - None

**APPROVAL OF MINUTES** – April 25, 2024 Minutes

*Motion by Biller, seconded by Kenyon to approve the April 25, 2024 minutes as presented. Motion carried.*

## **BUILDING/MAINTENANCE ISSUES/DISCUSSION AND POSSIBLE MOTION:** **FACILITY MANAGERS REPORT**

Joint Management facility report including update on installation of snow and ice guards

Gary gave a report on all maintenance done on Joint Management Buildings.

## **ANIMAL SHELTER**

Addition to the Animal Shelter - No Report

Compliance issues – A complaint was given to the Animal Shelter Board concerning the compliance issues.

## **LIBRARY**

Lower window replacement – Gary Shilts, Facility Manager reported on the lower window replacement at the library but has a deviation/bend in the window. A. Christianson will speak to Lechleitner Builders concerning the replacement. Administrator Christianson informed the Committee that the City authorized the Librarian to apply for additional ARPA funds for repairs to the Library.

## **FARMER'S MARKET**

ATM at Farmer's Market Pavilion – Administrator Heath is requesting on behalf of the Farmers Market to put an ATM at the Pavilion site.

*Motion by Kenyon, seconded by Biller to approve the ATM at the Farmer's Market Pavilion site from Rod Schaffer. Motion carried.*

## **FINANCIAL REPORT**

Year to Date Expenses/Revenues - Administrator Heath gave an Expenses/Revenues year to date.

## **ENTERPRISE CENTER**

Tenant concerns – Parking will be taken care of as of June 1<sup>st</sup> and some building materials on the ground.

## **FRITZ AVENUE PLANT**

HVAC replacement/rehabilitation work – Discussed the replacement and rehabilitation work that has to be done to three boilers in the building.

Update removal of abandoned or unused utility conduit/pipeline – No Report

## **ADF PLANT**

Paving Update – No update on the paving at the ADF Plant.

## **JEZ RD. BUILDING UPDATE and 501 DOUGHTY RD W UPDATE**

Update on Plans for Infill Building – The Engineer is working on the project.

## **GATES AVENUE MFS. PLANT UPDATE**

### Renovations to Subdivide Space at Gates Avenue

Administrative Christianson is requesting to improve the exterior, improve the current driveway, add a driveway and install a fence and split off the additional space for BiOrigin SP for safety reasons.

### Lease of Additional Space in Gates Avenue by BiOrigin SP

BiOrigin is requesting to rent additional space as of July 1, 2024 for the following rates:

The base full space lease rate would be \$3.00/sq. ft. annually. (\$.25/month) plus utilities.

- Months 1-3: \$2.40 sq. ft./12 = \$.20/month = 9,280 x \$.20 = \$1,856/month plus utilities.
- Months 4-6: \$2.50 sq. ft./12 = \$.208/month = 9,280 x \$.208 = \$1,930.24/month plus utilities.
- Months 7-9: \$2.60 sq. ft./12 = \$.217/month = 9,280 x \$.217 = \$2,013.76/month plus utilities.
- Months 10-12: \$2.70 sq. ft./12 = \$.225/month = 9,280 x \$.225 = \$2,088/month plus utilities.

Lease rate increases \$.10 every 3 months thereafter until reaching full lease rate of \$3.00

*Motion by Christianson, seconded by Biller to approve the Lease as presented for additional space in Gates Avenue by BiOrigin SP and the work outline (fence installation) for the Rusk County Maintenance. Motion carried.*

*Motion by Biller, seconded by Kenyon to approve the material for the driveway on the South End of Gates Avenue up to \$4,500.00 plus labor. Motion carried.*

## **JOINT MANAGEMENT AGREEMENT**

Review proposed JMC Agreement – Discussed the agreement presented by A. Christianson on the JMC Agreement. The agreement will be looked at by each member, and the Administrative Coordinator will talk with Corporation Council Summerfield to review the agreement.

## **SECURITY DEPOSIT**

### Beechworth, OpePros and Wi Screen Process

A. Heath, Administrative Coordinator explained the security deposit for each company, Beechworth, OpePros, and WI Screen Process, and is requesting that each security deposit be returned.

*Motion by Biller, seconded by Christianson to return security deposit to Beechworth - \$1,893.71, OpePros - \$2,908.19 and Wi Screen Process - \$750.00. Motion carried.*

*Motion by Christianson, seconded by Kenyon to enter into Closed Session at 4:31 p.m. All responded yes.*

### **CLOSED SESSION** announced by Chair

Action to go into closed session under authority granted in Wis Stat. 19.85(1)(e) Wis. Stats. to deliberate or negotiate the purchasing of public property, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session; to wit; to discuss lease with potential new industrial tenant at Joint Management owned facility with possible action.

### **OPEN SESSION** – at 4:48 p.m.

## **SET A TOUR DATE OF THE JOINT MANAGEMENT BUILDINGS**

June 27, 2024 at 3:00 p.m. – Doughty, Jez, ADF and Enterprise, after the meeting.

## **SET DATE FOR THE NEXT JMC MEETING** – June 27, 2024 at 3 p.m.

## **ADJOURNMENT**

*Motion by Biller, seconded by Christianson to adjourn at 4:55 p.m. Motion carried.*

**Big Timber Outdoors**

dba *Real Deal Outdoor Products*

Phone: 715-415-5857

Email: [doug@bigtimberoutdoors.com](mailto:doug@bigtimberoutdoors.com)

[www.bigtimberoutdoors.com](http://www.bigtimberoutdoors.com)

[www.realdealg2seeds.com](http://www.realdealg2seeds.com)



**BIG TIMBER  
OUTDOORS**



JUNE 20, 2024

Dear Landlord,

I, Doug Wiles, owner of Real Deal Outdoor Products, would like to give our 30 days lease termination notice as of June 21, 2024 for the space that we rent at 1101 Barnett Rd, Ste 119, Ladysmith WI 54848. Everything will be removed and relocated by July 20, 2024

Sincerely,

A handwritten signature in blue ink that reads 'Doug Wiles'. The signature is fluid and cursive, written over a light blue horizontal line.

**Doug Wiles**  
**Big Timber Outdoors**  
**Real Deal Outdoor Products**

## AGREEMENT

WHEREAS, It is difficult for two local units of government to operate several joint facilities on a day by day basis without a clearly established chain of command from one to the other.

NOW, THEREFORE, IT IS AGREED as follows by and between Rusk County and the City of Ladysmith that effective upon approval by both parties and continuing indefinitely until superseded or voided.

1. AS TO THE RUSK COUNTY AIRPORT.

That the City of Ladysmith hereby relinquishes to Rusk County any interest the City has in the Discretionary Payment Program grant for development of a new terminal, maintenance hanger, paved access roads and related improvements at the Rusk County airport. These facilities shall be managed at the direction of the Rusk County Airport Committee.

2. AS TO THE RUSK COUNTY FOREST INDUSTRY BUSINESS PARK.

a. That except for retaining a one half interest in the proceeds of land sales or leases which exceed continued development costs that Rusk County hereby relinquishes to the City of Ladysmith the authority to develop and operate the Rusk County Forest Industry Business Park day by day. This facility shall be managed pursuant to the policies of the Joint Management Committee.

b. That the lease rate for the Rusk County Forest Industry Business Park warehouse shall be no less than \$0.90 per sq. ft. per year and land prices shall be no less than \$5,000 per acre even after application of any incentives unless Rusk County agrees, in writing, to lesser amounts. These revenues shall be used to complete development of the entire 145 acre facility, including but not limited to extension of municipal utilities, widening and paving of roads, installation of streetlights and storm sewer or for similar improvements elsewhere as may be agreed upon. After those improvements are completed, one half of the proceeds of such revenues shall be paid over to Rusk Co. within 30 days of being received by the City. \$0.20 per sq. ft. per year of the warehouse lease revenue shall be a payment in lieu of real estate taxes to be paid in equal monthly portions to the City and County Treasurers.

3. AS TO THE LADYSMITH/RUSK COUNTY ENTERPRISE CENTER.

a. That except as provided in b. and c. below, the City hereby relinquishes to the County the authority to operate the Ladysmith/Rusk County Enterprise Center day by day, including the hiring or contracting of any staff or support services and repair calls which Rusk County's Building and Grounds Supervisor shall take lead responsibility for addressing. This facility shall be managed pursuant to policies of the Joint Management Committee, which shall also have final authority for approval of leases.

b. That the per sq. ft. annual lease rate for the manufacturing portion of the Enterprise Center shall be no less than indicated on Appendix A, attached hereto, which may include limited services, and that \$0.40 per sq. ft. per year of the lease

revenue for actual space leased shall be a payment in lieu of real estate taxes to be paid in equal portion to the City and County Treasurers. Any operating shortfall for maintenance and utility costs of this facility shall be shared equally by the City and County. Any staffing of the facility shall be managed so as to avoid exceeding revenues available to pay for it.

- c. That except for the payment in lieu of taxes provided for in b., above, lease revenues received from the Enterprise Center shall be used in the following order of priority.
  - i. For maintenance and upkeep of the Enterprise Center and grounds, including parts purchased by or repairs contracted by the Rusk Co. Buildings and Grounds Supervisor.
  - ii. For paying heating and shared electrical costs for the facility.
  - iii. To pay for staff based in whole or in part at the Enterprise Center provided that staff time paid from this source shall only be for facility maintenance and operation or for assisting the development and expansion of businesses in Rusk County.
  - iv. To pay for other joint economic development projects.
  - v. Be placed in escrow to pay for later expansion, repair or upgrading of the Enterprise Center.
4. AS TO THE GATES AVENUE INDUSTRIAL AREA REDEVELOPMENT PROJECT.

The City of Ladysmith will be the lead agent for carrying out the Gates Avenue Industrial Area Redevelopment Project, subject to oversight by the Joint Management Committee.
5. AS TO THE FRITZ AVENUE MANUFACTURING PLANT.

That the County shall continue to take the lead role in maintaining the Fritz Avenue Manufacturing Plant and that the City and County shall both work to develop leases for space vacated at this facility. This facility shall be managed pursuant to the policies of the Joint Management Committee, which shall also maintain authority for final approval of leases.
6. AS TO THE ADF BUILDING.

That the County shall take the lead role in responding to facility maintenance issues raised by occupants and that all other matters pertaining to these facilities shall be referred to the Joint Management Committee for action.
7. NORSE BUILDING.

The Norse Building Systems facility shall be overseen by the Joint Management Committee, but with a representative of the Town of Grant having input prorated based upon the Town's respective financial contribution to that facility. Purchase payments shall be made directly from Norse to the City, County and Town respectively.
8. WESTLAKE ENTERPRISES  
Although this space is owned solely by the City, Rusk County in 1997 contributed toward remodeling and enlarging it. It was agreed at that time that the City would pay a portion of each rent check received from Westlake over to Rusk County until the contribution is fully reimbursed.

9. CONWED PLANT

The Conwed plant shall be overseen by the Joint Management Committee. Lease payments shall be made directly from the Lessor to the City and County.

10. COMMITTEE OVERSIGHT AND REPORTING

Facilities covered by this Agreement shall be managed by the committees indicated herein unless otherwise agreed to in writing by the City and County.

As requested during the time in which this Agreement is in force the local government operating a particular facility on a day by day basis, as provided for herein, shall provide a written report to the other summarizing financial and other key transactions at the facilities during the preceding year. Upon receipt of a written request, reasonable supplemental information shall be provided.

11. JOINT MANAGEMENT COMMITTEE

The Joint Management Committee referenced herein shall consist of five voting members. Two shall be appointed by the City and three shall be appointed by the County provided, however, that at least one member appointed by Rusk County shall be a County Board Supervisor representing a district located primarily within the City. The unit of government which appoints the member shall be responsible for compensating that member for service on the Committee.

12. LEASES

The City and County hereby grant authority to the Joint Management Committee the authority to approve leases for jointly owned property covered by this Agreement. Both the City Administrator and County Economic Development Director shall work on development of new leases for available property or building spaces provided, however, that each shall advise the other of any lease being prepared so that there is no duplication of effort or misrepresentation about space availability to prospective tenants. New leases shall be nearly identical in terms and conditions to previous leases for the same property and building space and a conscious effort shall be made to keep lease rates comparable for properties or building spaces of similar quality.

13. TAXES

Many of the projects covered herein involve lease of tax exempt property to private parties. Payments in lieu of real estate taxes are built into the lease rates. The City and County shall make their own decisions on how to allocate these payments in lieu of taxes.

IT IS FURTHER AGREED that this Agreement shall automatically renew on an annual basis beginning January 1, 2004 unless replaced or rescinded in writing by both parties hereto.

RUSK COUNTY, BY:

Randy Tatur  
Randy Tatur, Chair  
Board of Supervisors

CITY OF LADYSMITH, BY:

Daniel J. Gudis  
Daniel J. Gudis, Acting Mayor

Denise Nelson  
Denise Nelson, Clerk

Kathleen Stewart  
Kathleen Stewart, Clerk



Appendix A

<u>Year</u>	<u>Basis</u>	<u>Rate</u>	
1 <sup>st</sup>	60% of full rate	\$1.80/sq. ft./yr.	Plus heat
2 <sup>nd</sup>	70% of full rate	\$2.10/sq. ft./yr.	“ “
3 <sup>rd</sup>	80% of full rate	\$2.40/sq. ft./yr.	“ “
4 <sup>th</sup>	90% of full rate	\$2.70/sq. ft./yr.	“ “
5 <sup>th</sup>	100% of full rate	\$3.00/sq. ft./yr.	“ “

\*\$0.05 per sq. ft. per year will be added to these rates as a COLA.

\*\$0.40 per sq. ft. per year of these rates will be applied equally (0.20 each) by the County and City as a payment in lieu of real estate taxes.

\*Leases written for less than one year in duration shall be for \$3.00 sq. ft. plus the annual COLA adjustment beginning in 1998.

\*Office space lease rates shall be determined by the Joint Management Committee.

\*These rates do not include use of the spray booth, which usage shall be on a cost recovery surcharge basis determined by the Joint Management Committee.

RESOLUTION #2008-24

ASSIGNING REVENUES TO RUSK COUNTY TO HELP RETIRE DEBT

WHEREAS, Rusk County in 2008 borrowed \$3,000,000 to undertake the following economic development projects:

1. Construction of a new 20,000 sq. ft. warehouse at 402 Jez Road to be jointly by the City and County.
2. Construction of the Rusk Regional Trans-shipment Facility at Tony, WI, which the City has been fully involved with planning jointly with Rusk County.
3. Construction of an approximately 20,000 sq. ft. connecting addition to link the two buildings that presently make up the Gates Avenue Plant, which is jointly owned by the City and County.
4. Remodeling of the existing warehouse at 501 Doughty Road W., owned jointly by the City and County, for use as a manufacturing facility.

WHEREAS, the City desires to assist Rusk County in recovering the investments made in these jointly owned and operated facilities.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ladysmith that, effective September 1, 2008, it does hereby assign all previously unassigned lease revenues from the following listed facilities to Rusk County until such time as Rusk County shall recover the \$3,000,000 borrowing referenced above, including interest paid thereon:

1. The ADF Plant at 101 Doughty Rd. W.
2. The Enterprise Center at 1101 Barnett Road.
3. The Gates Avenue Plant at 600 Gates Avenue W.
4. The Fritz Avenue Plant at 515 Fritz Avenue W. and 205 W. 5<sup>th</sup> St. S.
5. The existing warehouse at 501 Doughty Rd. W.
6. The new warehouse at 402 Jez Road.

BE IT FURTHER RESOLVED by the Common Council that these revenue assignments shall be contingent upon Rusk County also paying all operating costs for the above listed facilities during the time the assignments are in effect.

Adopted by voice vote at a regular meeting of the Common Council held the 25th day of August, 2008.

Signed: Daniel J. Gudis  
Daniel J. Gudis, Mayor

Attest: Shari Kavanagh  
Shari Kavanagh, Clerk