AMENDED PIERCE COUNTY BOARD OF SUPERVISORS

Tuesday, January 28, 2020 – 7:00 p.m. Courthouse – County Board Room 414 W. Main St., Ellsworth, WI 54011

1.	Call to order				
	Call of the roll by the Clerk				
2.	2a) Establish Quorum				
	2b) Adopt Agenda				
3.	Pledge of Allegiance to the flag				
	Public Comment: County Board will receive public comments on any issue not related to				
4.	agenda items, discussion by board members may take place but no action will be taken on				
	any item raised.				
	Resolutions for consideration:				
5.	First reading:				
٥.	5a) Resolution No. 19-23 Eliminate Designating Official Newspaper & Authorize				
	Electronic Posting to the County's Website *				
	Resolutions for consideration:				
	Second reading:				
6.	6a) Resolution No. 19-20 Amend Investment Policy				
0.	6b) Resolution No. 19-21 Set General Fund Unassigned Fund Minimum Balance				
	6c) Resolution No. 19-22 Transfer of Funds from General Fund for Hail Damaged				
	Roofs & Related Roof Repair				
	Ordinances for consideration:				
7	First reading:				
7.	7a) Ordinance No. 19-03 Amend Chapter 172, Section 172-15(B) of the Pierce County				
	Code – Parks and Recreation				
	Ordinances for consideration:				
8.	Second reading:				
	8a) None				
	Appointments:				
9.	9a) Community Development ADHOC Committee: Mary Able, Will Schroeder, David				
	Murphy**				
10.	Future agenda items				
11.	Next meeting: Feb. 25, 2020; 7 p.m.; County Board Room, Courthouse				
12.	Adjourn				
	tions regarding this agenda may be made to Jamie Feuerhelm at 715-273-6744. Upon reasonable notice, efforts will be				
made	to accommodate the needs of individuals with disabilities requiring special accommodations for attendance at the meeting.				

For additional information or to make a request, contact the Administrative Coordinator at 715-273-6851.

jrf 01/10/2020

^{*}Adoption requested on First Reading

^{**}Amended 1/22/2020

5a.

Resolutions for First Reading:

Resolution No. 19-23 Eliminate Designating Official Newspaper & Authorize Electronic Posting to the County's Website

* Adoption on First Reading requested.

RESOLUTION NO. 19-23 TO ELIMINATE DESIGNATING OFFICIAL NEWSPAPER AND AUTHORIZE ELECTRONIC POSTING TO THE COUNTY'S WEBSITE

WHEREAS, a County with a population of less than 250,000 is not required to designate an official newspaper; and

WHEREAS, the Pierce County Board has nevertheless adopted legislation (see Resolutions 96-17 and 87-36) voluntarily designating the Pierce County Herald as its official newspaper; and

WHEREAS, since the last designation of an official newspaper, and pursuant to 2015 Wisconsin Act 79, which was enacted in November, 2015, the law was changed such that in lieu of newspaper publication, the County can in most cases post in at least one public place likely to give notice to persons affected, and placed electronically on an internet site maintained by the County (see (§985.02(2)(a) Wis. Stats.); and

WHEREAS, with the changes to the law, and the merger between the Pierce County Herald and the Red Wing Republican Eagle (nka the Republican Eagle) which took place in August 2019, as well as changes in how many people get their information, the County has reconsidered its desire to designate an official newspaper; and

WHEREAS, in consultation with Pierce County Administration, the Pierce County Information Services Department, and the Pierce County Clerk's Office, it has been determined that the County has the technical infrastructure, staff and resources necessary to utilize the option of electronically posting legal notices to its own website; and

WHEREAS, despite the ability to electronically place most legal notices on the County's website, there are still certain legal notices for which electronic posting cannot be substituted (for example sales of land acquired by the County for delinquent taxes, or legal notices directed to specific individuals), and for which newspaper publication is required, and for which it is recommended that the County utilize _____ for such purposes; and

WHEREAS, the Finance & Personnel Committee, at its meeting on February 3, 2020, for the reasons stated herein, recommends eliminating designating an official newspaper, electronically posting legal notices on the County's website pursuant to §985.02(2)(a) Wis. Stats., and for those certain legal notices for which electronic posting cannot be substituted and newspaper publication is required shall be published in _______.

authorizes elimination of the designation posting legal notices on the County's web	ED, by the Pierce County Board of Supervisors that it of an official newspaper, and authorizes electronically site pursuant to §985.02(2)(a) Wis. Stats., and for those onic posting cannot be substituted and newspaper be published in
Dated this 25 th day of February, 2020.	
	Jeffrey A. Holst, Chair Pierce County Board of Supervisors
ATTESTED TO BY:	APPROVED AS TO FORM AND LEGALITY BY:
Jamie Feuerhelm, County Clerk	Bradley D. Lawrence, Corp. Counsel
Adopted:	

Finance and Personnel Committee - Meeting Date: January 28, 2020 and County Board of Supervisors - Meeting Date: January 28, 2020

Agenda Item: Discuss and take action on Resolution No. 19-XX to Eliminate Designating Official Newspaper and Authorize Electronic Posting to the County's Website.

Requesting Agency: Corporation Counsel, Administrative Coordinator, County Clerk

Background: The County is not required to designate an official newspaper, because its population is under 250,000. Nevertheless, the County has voluntarily designated an official newspaper in the past. The law has changed such that in lieu of newspaper publication, the County can in most cases post in at least one public place likely to give notice to persons affected, and placed electronically on an internet site maintained by the County (see (§985.02(2)(a) Wis. Stats.). With the changes to the law, and the merger between the Pierce County Herald and the Red Wing Republican Eagle (nka the Republican Eagle) which took place in August 2019, as well as changes in how many people get their information, the County has reconsidered its desire to designate an official newspaper. Staff have consulted and determined that the County has the technical infrastructure, staff and resources necessary to utilize the option of electronically posting legal notices to its own website. For those notices which electronic posting cannot be substituted (for example sales of land acquired by the County for delinquent taxes, or legal notices directed to specific individuals), and for which newspaper publication is required, it is recommended that the County utilize one of the newspapers certified in the County by the State Department of Administration for such purposes

<u>Staff Recommendation:</u> To authorize elimination of the designation of an official newspaper, and authorize electronically posting legal notices on the County's website pursuant to §985.02(2)(a) Wis. Stats., and for those certain legal notices for which electronic posting cannot be substituted and newspaper publication is required those notices shall be published in one of the newspapers certified in the County by the State Department of Administration.

Recommended Motion:	Motion by	_, seconded by _	, to authoriz	ze elimination	of the
designation of an official	newspaper, and	authorize electro	onically posting	legal notices of	on the
County's website pursuan	it to §985.02(2)(a) Wis. Stats., an	d for those cer	tain legal notic	es for
which electronic posting	cannot be subs	tituted and news	paper publication	on is required	those
notices shall be published	in	<u> </u>		-	



STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor Joel Brennan, Secretary James M. Langdon, Administrator

December 5, 2019

KEEP THIS DOCUMENT FOR YOUR RECORDS

Pierce County Journal
John McLoone
311 Dakota Street S
PO Box 4
Prescott, WI 54021-0004

2020 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- · Part One lists information currently on file about this newspaper
- Part Two addresses general legal/public notices
- Part Three covers election facsimile ballots
- Part Four contains general information about the certification process

Effective Dates

Unless otherwise updated and amended, this certification letter governs notices published on: January 1, 2020 through December 31, 2020.

Part 1 -- Newspaper Information

Section 985.01 of the Wisconsin Statutes establishes the definitions: As used in this chapter, unless the context requires otherwise:

- (1b) "Bona fide paid circulation" means the paid circulation of a newspaper that satisfies all of the following:
- (a) The publisher of the newspaper sells 50 percent or more of the circulation of the newspaper.
- (b) The publisher of the newspaper has actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities or 300 copies in 3rd and 4th class cities, villages, or towns.
- (1g) "Governing body" has the meaning given in s. 345.05 (1)(b) and includes a long-term care district board under s. 46.2895.
- (1m) (a) Except as provided in par. (b), "insertion," when used to indicate the publication of a legal notice more than one time, means once each week for consecutive weeks, the last of which shall be at least one week before the act or event, unless otherwise specified by law.
- (b) With respect to a newspaper published in the town of Washington, Door County, at least 2 times a month, "insertion," when used to indicate the publication of a legal notice more than one time, means once in each issue of consecutive issues published at intervals of at least one week, the last issue of which shall be published at least one week before the act or event, unless otherwise specified by law.

- (2) "Legal notice" means every notice required by law or by order of a court to be published in a newspaper or other publication, except notices required by private and local laws to be published in newspapers, and includes all of the following:
- (a) Every publication of laws, ordinances, resolutions, financial statements, budgets and proceedings intended to give notice in an area.
- (b) Every notice and certificate of election, facsimile ballot, referenda, notice of public hearing before a governmental body, and notice of meetings of private and public bodies required by law.
- (c) Every summons, order, citation, notice of sale or other notice that is intended to inform a person that the person may or shall do an act or exercise a right within a designated period or upon or by a designated date.
- (3) "Municipality" has the meaning in s. 345.05 (1) (c) and includes a long-term care district under s. 46.2895.
- (3g) "News content" means written information and images, other than advertisements, that are printed in a publication.
- (3r) "Newspaper" means a publication that is published at regular intervals and, except as otherwise provided in this subsection, at least once a week, containing, on average, [at least] 25 percent news content per issue, including reports of

December 5, 2019

happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader, "Newspaper" includes a daily newspaper published in a county having a population of 750,000 or more, devoted principally to business news and publishing of records, which has been

designated by the courts of record of the county for publication of legal notices for a period of 6 months or more. "Newspaper" also includes a newspaper published in the town of Washington, Door County, at least 2 times a month.

- (4) "Proceedings," when published in newspapers, mean the substance of every official action taken by a local governing body at any meeting, regular or special.
- (5) A newspaper is "published" at the place from which its mailing permit is issued, except that if the place where the newspaper has its major concentration of circulation has no

primary post office, then at the place it shall designate as its place of publication in the affidavit required by s. 985.03 (1) (cm), but no newspaper shall have more than one place of publication during the same period of time.

- (6) "Substance" is an intelligible abstract or synopsis of the essential elements of the official action taken by a local governing body, including the subject matter of a motion, the persons making and seconding the motion and the roll call vote on the motion, except that ordinances and resolutions published as required by law need not be republished in proceedings, but a reference to their subject matter shall be sufficient.
- (7) "Wisconsin newspapers legal notices Internet site" means an Internet site maintained by Wisconsin newspapers for the purpose of providing and maintaining an electronic version of printed and published legal notices.

ADDICTED DATES

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

Paid Circulation: Circulation Adjust: 1,065 0%

Fax:

Telephone: (715) 941-4842 (715) 644-1116

Day(s) Published:

County:

Th Pierce E-Mail:

legals@prescottjournal.net

Parent Co.:

Part 2 -- General Legal Notices

Section 985.08 of the Wisconsin Statutes provides for publishing legal notices calculated on a per line basis:

Fees for publishing. (1) "The fee for publishing a legal notice shall be not more than the rate issued by the department of administration for the first and subsequent insertions per standard line. The charge for the publication of a facsimile ballot shall be computed as if the area occupied by the ballot were set in standard lines. If a legal notice contains tabulated matter, then the fees allowable for the area containing such matter shall be increased 50 percent of the standard line base rate without adjustment for circulation premium. Composed matter shall be interpreted as being tabular when it contains 2 or more justifications per line."

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

					ADJUST	ED RATES	
	Point	Alphabet	Column	Font	First	Subsqt	
Font(s)	Size	Length	Width	Base	Insert	Insert	
Arial	10	122	6.11	0.2840	0.2840	0.2243	
Arial	10	122	12.11	0.5627	0.5627	0.4445	
Arial	10	122	19.90	0.9246	0.9246	0.7304	
Arial	10	122	26.70	1.2405	1.2405	0.9800	
Arial	10	122	35.50	1.6494	1.6494	1.3030	
Arial	10	122	40.30	1.8724	1.8724	1.4791	

State law allows state agencies, municipalities, and any other units of government may place an order for public notices in a display or classified manner. Section 985.08(7), Wis. Stats., provides as follows:

"The discretion of utilizing the display method of publishing official materials shall be vested solely in the public authority ordering such publication and the rate charged for publication in this instance shall not exceed the regular commercial display advertising rate of the publisher."

Part 3 -- Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

"All legal notices shall be in Arial type face. A standard line shall be 6-point Arial on a 6-point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length."

December 5.	2019			Page 3 of 4

To calculate ballot rates use the current <u>statute standard line rate</u> of \$0.7794 first insert and \$0.6157 subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper's circulation adjustment.

Use the following worksheet to calculate fees for ballots:

a)	Measure the width of the ballot in picas (1 inch = 6 picas = 72 points):	(a)	
b)	Measure the height (single column) of the ballot in inches:	(b)	
c)	Multiply line (a) times line (b) equals:	(c)	
d)	Enter the appropriate adjusted facsimile ballot rate from the table below:	(d)	\$

Range	Circulation Adjustment	Ballot Rate per line
First Insert:	\$0.7794	
8,0000 or less	0%	\$0.7794
8,001-12,000	15%	\$0.9069
12,001-16,000	30%	\$1.0345
16,001-20,000	45%	\$1.1620
20,001-24,000	60%	\$1.2896
24,001 and up	75%	\$1.4171
Subsequent Insert:	\$0.6157	
8,0000 or less	0%	\$0.6157
8,001-12,000	15%	\$0.7165
12,001-16,000	30%	\$0.8172
16,001-20,000	45%	\$0.9180
20,001-24,000	60%	\$1.0187
24,001 and up	75%	\$1.1195

	e	Multipl	y line	(c)	times	line	(ď) =
--	---	---------	--------	-----	-------	------	----	-----

TOTAL	\$

Sample Ballots shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot but which in itself is not part of the actual ballot. Fees for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification.

s. 5.94 "Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual-size copy of the ballot containing the names of offices and candidates and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted."

SIZE: Election ballots may **not** be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

OPTICAL SCAN BALLOTS: These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

Part 4 -- General Information

QUALIFICATIONS: Section 985.03, Wis. Stats., establishes the minimum requirements for a newspaper to be eligible to publish legal notices.

(1) (a) Except as provided in par. (am), no publisher of any newspaper in this state shall be awarded or be entitled to any compensation or fee for the publishing of any legal notice unless the newspaper has had a bona fide paid circulation and one of the following applies:

1m. For at least 2 of the 5 years immediately before the date of the publication of the notice, the newspaper has been published regularly and continuously in the city, village, or town where published.

December 5, 2019

Page 4 of 4

- **2m.** The newspaper is a successor to a newspaper described in subd. **1m.** and the successor newspaper has resumed publication following succession within 30 days.
- **3.** The newspaper has merged or consolidated with one or more newspapers and one of the newspapers subject to the consolidation or merger has been continuously published at regular intervals of at least once each week for at least 50 issues each year for at least one year prior to the first publication of the notice.
- (am) If there is not a newspaper in a city, village, or town that satisfies the requirements under par. (a), the publisher of a newspaper that satisfies all of the following may be awarded or be entitled to compensation or a fee for the publishing of a legal notice:
- 1. The newspaper is published regularly and continuously in the city, village, or town and publishing in the newspaper is likely to give notice in the area or to the affected person.
- 2. The newspaper is otherwise qualified under this section.

- **(b)** Suspension of publication resulting from the mobilization of troops being called to active duty with the armed forces, strike, lockout or damage, or destruction due to war, fire or act of God, shall not count as an interval in publication.
- **(bm)** A period of disqualification not to exceed 2 years due only to the place of publication shall not count as an interval in publication.
- (cm) A newspaper in order to be eligible under this section shall also file a certificate with the county clerk stating that it qualifies under this section and stating its place of publication.
- (2) Any person charged with the duty of causing legal notices to be published, and who causes any legal notice to be published in any newspaper not eligible to so publish under the requirements of sub. (1), or who fails to cause such legal notice to be published in any newspaper eligible under this section, may be fined not to exceed \$100 for each offense. Each day in which a legal notice should have been but was not published as required by law shall constitute a separate offense hereunder.

MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

COPY: When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.))

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of \$1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

AFFIDAVITS: The fee for an affidavit of publication shall be \$1.00 (Please refer to s. 985.12(4), Wis. Stats.)
985.12(1) The affidavit of the editor, publisher, printer or proprietor of any newspaper, or of his or her foreman or principal clerk, of the publication of any legal notice, annexed to a copy of the notice clipped from the newspaper in either hard copy or electronic format, and specifying the date of each insertion, and the paper in which it was published, shall be received in all cases as presumptive evidence of the publication and of the facts stated therein.

RENEWALS: Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

Newspapers must contact the Department of Administration for any changes in public notice contact personnel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please email me at: william2.goff@wisconsin.gov or you can call me at (608) 266-1002.

Sincerely, Bill Goff Newspaper Certification Program



STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

1 Mg

Tony Evers, Governor Joel Brennan, Secretary James M. Langdon, Administrator

January 9, 2020

KEEP THIS DOCUMENT FOR YOUR RECORDS

Star-Observer Rhonda Mikla 2760 N Service Dr PO Box 15 Red Wing, MN 55066-0015

2020 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- Part One lists information currently on file about this newspaper
- Part Two addresses general legal/public notices
- Part Three covers election facsimile ballots
- Part Four contains general information about the certification process

Effective Dates

Unless otherwise updated and amended, this certification letter governs notices published on: January 9, 2020 through December 31, 2020.

Part 1 -- Newspaper Information

Section 985.01 of the Wisconsin Statutes establishes the definitions: As used in this chapter, unless the context requires otherwise: (1b) "Bona fide paid circulation" means the paid circulation of a newspaper that satisfies all of the following:

- (a) The publisher of the newspaper sells 50 percent or more of the circulation of the newspaper.
- (b) The publisher of the newspaper has actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities or 300 copies in 3rd and 4th class cities, villages, or towns.
- (1g) "Governing body" has the meaning given in s. 345.05 (1)(b) and includes a long-term care district board under s. 46.2895.
- (1m) (a) Except as provided in par. (b), "insertion," when used to indicate the publication of a legal notice more than one time, means once each week for consecutive weeks, the last of which shall be at least one week before the act or event, unless otherwise specified by law.
- (b) With respect to a newspaper published in the town of Washington, Door County, at least 2 times a month, "insertion," when used to indicate the publication of a legal notice more than one time, means once in each issue of consecutive issues published at intervals of at least one week, the last issue of which shall be published at least one week before the act or event, unless otherwise specified by law.

- (2) "Legal notice" means every notice required by law or by order of a court to be published in a newspaper or other
- publication, except notices required by private and local laws to be published in newspapers, and includes all of the following:
- (a) Every publication of laws, ordinances, resolutions, financial statements, budgets and proceedings intended to give notice in an area.
- (b) Every notice and certificate of election, facsimile ballot, referenda, notice of public hearing before a governmental body, and notice of meetings of private and public bodies required by
- (c) Every summons, order, citation, notice of sale or other notice that is intended to inform a person that the person may or shall do an act or exercise a right within a designated period or upon or by a designated date.
- (3) "Municipality" has the meaning in s. 345.05 (1) (c) and includes a long-term care district under s. 46.2895.
- (3g) "News content" means written information and images, other than advertisements, that are printed in a publication.
- (3r) "Newspaper" means a publication that is published at regular intervals and, except as otherwise provided in this subsection, at least once a week, containing, on average, [at least] 25 percent news content per issue, including reports of

happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader. "Newspaper" includes a daily newspaper published in a county having a population of 750,000 or more, devoted principally to business news and publishing of records, which has been

designated by the courts of record of the county for publication of legal notices for a period of 6 months or more. "Newspaper" also includes a newspaper published in the town of Washington, Door County, at least 2 times a month.

- (4) "Proceedings," when published in newspapers, mean the substance of every official action taken by a local governing body at any meeting, regular or special.
- (5) A newspaper is "published" at the place from which its mailing permit is issued, except that if the place where the newspaper has its major concentration of circulation has no

primary post office, then at the place it shall designate as its place of publication in the affidavit required by s. 985.03 (1) (cm), but no newspaper shall have more than one place of publication during the same period of time.

- (6) "Substance" is an intelligible abstract or synopsis of the essential elements of the official action taken by a local governing body, including the subject matter of a motion, the persons making and seconding the motion and the roll call vote on the motion, except that ordinances and resolutions published as required by law need not be republished in proceedings, but a reference to their subject matter shall be sufficient.
- (7) "Wisconsin newspapers legal notices Internet site" means an Internet site maintained by Wisconsin newspapers for the purpose of providing and maintaining an electronic version of printed and published legal notices.

ADJUSTED RATES

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

Paid Circulation:

3,911

Th

0%

Telephone: (651) 301-7828

Circulation Adjust:

Fax: E-Mail: (651) 388-3404 hsolegals@rivertowns.net

Day(s) Published: County:

Pierce / St. Croix

Parent Co.: Forum Communications

Part 2 -- General Legal Notices

Section 985.08 of the Wisconsin Statutes provides for publishing legal notices calculated on a per line basis:

Fees for publishing. (1) "The fee for publishing a legal notice shall be not more than the rate issued by the department of administration for the first and subsequent insertions per standard line. The charge for the publication of a facsimile ballot shall be computed as if the area occupied by the ballot were set in standard lines. If a legal notice contains tabulated matter, then the fees allowable for the area containing such matter shall be increased 50 percent of the standard line base rate without adjustment for circulation premium. Composed matter shall be interpreted as being tabular when it contains 2 or more justifications per line."

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

				ADJUSTED KATES			
	Point	Alphabet	Column	Font	First	Subsqt	
Font(s)	Size	Length	Width	Base	Insert	Insert	
Arial	7	90	10.00	0.6298	0.6298	0.4975	
Arial	7	90	20.90	1.3163	1.3163	1.0398	
Arial	7	90	31.60	1.9902	1.9902	1.5722	
Arial	7	90	42.30	2.6641	2.6641	2.1046	
Arial	7	90	53.00	3.3380	3.3380	2.6369	
Arial	7	90	63.90	4.0245	4.0245	3.1793	
Arial	8	102	10.00	0.5557	0.5557	0.4390	
Arial	8	102	20.90	1.1615	1.1615	0.9175	
Arial	8	102	31.60	1.7561	1.7561	1.3872	
Arial	8	102	42.30	2.3507	2.3507	1.8570	
Arial	8	102	53.00	2.9453	2.9453	2.3267	
Arial	8	102	63.90	3.5511	3.5511	2.8052	
Arial	9	114	10.00	0.4972	0.4972	0.3928	
Arial	9	114	20.90	1.0392	1.0392	0.8209	
Arial	9	114	31.60	1.5712	1.5712	1.2412	
Arial	9	114	42.30	2.1033	2.1033	1.6615	
Arial	9	114	53.00	2.6353	2.6353	2.0818	
Arial	9	114	63.90	3.1773	3.1773	2.5099	
Arial Bold	7	98	10.00	0.5784	0.5784	0.4569	
Arial Bold	7	98	20.90	1.2089	1.2089	0.9550	
Arial Bold	7	98	31.60	1.8278	1.8278	1.4439	

December 9, 2019						Page 3 of 5
Arial Bold	7	98	42.30	2.4467	2.4467	1.9328
Arial Bold	7	98	53.00	3.0655	3.0655	2.4217
Arial Bold	7	98	63.90	3.6960	3.6960	2.9197
Arial Bold	8	112	10.00	0.5061	0.5061	0.3998
Arial Bold	8	112	20.90	1.0578	1.0578	0.8356
Arial Bold	8	112	31.60	1.5993	1.5993	1.2634
Arial Bold	8	112	42.30	2.1408	2.1408	1.6912
Arial Bold	8	112	53.00	2.6824	2.6824	2.1190
Arial Bold	8	112	63.90	3.2340	3.2340	2.5548

State law allows state agencies, municipalities, and any other units of government may place an order for public notices in a display or classified manner. Section 985.08(7), Wis. Stats., provides as follows:

"The discretion of utilizing the display method of publishing official materials shall be vested solely in the public authority ordering such publication and the rate charged for publication in this instance shall not exceed the regular commercial display advertising rate of the publisher."

Part 3 -- Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

"All legal notices shall be in Arial type face. A standard line shall be 6-point Arial on a 6-point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length."

To calculate ballot rates use the current <u>statute standard line rate</u> of \$0.7794 first insert and \$0.6157 subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper's circulation adjustment.

Use the following worksheet to calculate fees for ballots:

a)	Measure the width of the ballot in picas (1 inch = 6 picas = 72 points):	(a)	
b)	Measure the height (single column) of the ballot in inches:	(b)	
c)	Multiply line (a) times line (b) equals:	(c)	
d)	Enter the appropriate adjusted facsimile ballot rate from the table below:	(d)	\$

Range	Circulation Adjustment	Ballot Rate per line
First Insert:	\$0.7794	
8,0000 or less	0%	\$0.7794
8,001-12,000	15%	\$0.9069
12,001-16,000	30%	\$1.0345
16,001-20,000	45%	\$1.1620
20,001-24,000	60%	\$1.2896
24,001 and up	75%	\$1.4171
Subsequent Insert:	\$0.6157	
8,0000 or less	0%	\$0.6157
8,001-12,000	15%	\$0.7165
12,001-16,000	30%	\$0.8172
16,001-20,000	45%	\$0.9180
20,001-24,000	60%	\$1.0187
24,001 and up	75%	\$1.1195

e)	Multiply	line ((c)	times	line	(d)) =
----	----------	--------	-----	-------	------	-----	-----

TOTAL	Ś	

Sample Ballots shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot but which in itself is not part of the actual ballot. Fees for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification.

s. 5.94 "Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual-size copy of the ballot containing the names of offices and candidates

December 9, 2019 Page 4 of 5

and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted."

SIZE: Election ballots may **not** be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

OPTICAL SCAN BALLOTS: These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

Part 4 -- General Information

QUALIFICATIONS: Section 985.03, Wis. Stats., establishes the minimum requirements for a newspaper to be eligible to publish legal notices.

- (1) (a) Except as provided in par. (am), no publisher of any newspaper in this state shall be awarded or be entitled to any compensation or fee for the publishing of any legal notice unless the newspaper has had a bona fide paid circulation and one of the following applies:
- 1m. For at least 2 of the 5 years immediately before the date of the publication of the notice, the newspaper has been published regularly and continuously in the city, village, or town where published.
- **2m.** The newspaper is a successor to a newspaper described in subd. **1m.** and the successor newspaper has resumed publication following succession within **30** days.
- **3.** The newspaper has merged or consolidated with one or more newspapers and one of the newspapers subject to the consolidation or merger has been continuously published at regular intervals of at least once each week for at least 50 issues each year for at least one year prior to the first publication of the notice.
- (am) If there is not a newspaper in a city, village, or town that satisfies the requirements under par. (a), the publisher of a newspaper that satisfies all of the following may be awarded or be entitled to compensation or a fee for the publishing of a legal notice:

- 1. The newspaper is published regularly and continuously in the city, village, or town and publishing in the newspaper is likely to give notice in the area or to the affected person.
- 2. The newspaper is otherwise qualified under this section.
- (b) Suspension of publication resulting from the mobilization of troops being called to active duty with the armed forces, strike, lockout or damage, or destruction due to war, fire or act of God, shall not count as an interval in publication.
- **(bm)** A period of disqualification not to exceed 2 years due only to the place of publication shall not count as an interval in publication.
- (cm) A newspaper in order to be eligible under this section shall also file a certificate with the county clerk stating that it qualifies under this section and stating its place of publication.
- (2) Any person charged with the duty of causing legal notices to be published, and who causes any legal notice to be published in any newspaper not eligible to so publish under the requirements of sub. (1), or who fails to cause such legal notice to be published in any newspaper eligible under this section, may be fined not to exceed \$100 for each offense. Each day in which a legal notice should have been but was not published as required by law shall constitute a separate offense hereunder.

MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

COPY: When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.))

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of \$1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

December 9, 2019 Page 5 of 5

AFFIDAVITS: The fee for an affidavit of publication shall be \$1.00 (Please refer to s. 985.12(4), Wis. Stats.)

985.12(1) The affidavit of the editor, publisher, printer or proprietor of any newspaper, or of his or her foreman or principal clerk, of the publication of any legal notice, annexed to a copy of the notice clipped from the newspaper in either hard copy or electronic format, and specifying the date of each insertion, and the paper in which it was published, shall be received in all cases as presumptive evidence of the publication and of the facts stated therein.

RENEWALS: Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

Newspapers must contact the Department of Administration for any changes in public notice contact personnel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please email me at: william2.goff@wisconsin.gov or you can call me at (608) 266-1002.

Sincerely, Bill Goff Newspaper Certification Program



STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor Joel Brennan, Secretary James M. Langdon, Administrator

December 5, 2019

KEEP THIS DOCUMENT FOR YOUR RECORDS

Sun-Argus

Cari Cornelius W2855 730th Ave Spring Valley, WI 54767

2020 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- Part One lists information currently on file about this newspaper
- Part Two addresses general legal/public notices
- Part Three covers election facsimile ballots
- Part Four contains general information about the certification process

Effective Dates

Unless otherwise updated and amended, this certification letter governs notices published on: January 1, 2020 through December 31, 2020.

Part 1 -- Newspaper Information

(1b) "Bona fide paid circulation" means the paid circulation of a newspaper that satisfies all of the following:

- (a) The publisher of the newspaper sells 50 percent or more of the circulation of the newspaper.
- (b) The publisher of the newspaper has actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities or 300 copies in 3rd and 4th class cities, villages, or
- (1g) "Governing body" has the meaning given in s. 345.05 (1)(b) and includes a long-term care district board under s. 46.2895.
- (1m) (a) Except as provided in par. (b), "insertion," when used to indicate the publication of a legal notice more than one time, means once each week for consecutive weeks, the last of which shall be at least one week before the act or event, unless otherwise specified by law.
- (b) With respect to a newspaper published in the town of Washington, Door County, at least 2 times a month, "insertion," when used to indicate the publication of a legal notice more than one time, means once in each issue of consecutive issues published at intervals of at least one week, the last issue of which shall be published at least one week before the act or event, unless otherwise specified by law.
- (2) "Legal notice" means every notice required by law or by

- Section 985.01 of the Wisconsin Statutes establishes the definitions: As used in this chapter, unless the context requires otherwise: publication, except notices required by private and local laws to be published in newspapers, and includes all of the following:
 - (a) Every publication of laws, ordinances, resolutions, financial statements, budgets and proceedings intended to give notice in an area.
 - (b) Every notice and certificate of election, facsimile ballot, referenda, notice of public hearing before a governmental body, and notice of meetings of private and public bodies required by
 - (c) Every summons, order, citation, notice of sale or other notice that is intended to inform a person that the person may or shall do an act or exercise a right within a designated period or upon or by a designated date.
 - (3) "Municipality" has the meaning in s. 345.05 (1) (c) and includes a long-term care district under s. 46.2895.
 - (3g) "News content" means written information and images, other than advertisements, that are printed in a publication.
- (3r) "Newspaper" means a publication that is published at regular intervals and, except as otherwise provided in this subsection, at least once a week, containing, on average, [at least] 25 percent news content per issue, including reports of happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform order of a court to be published in a newspaper or other the general reader. "Newspaper" includes a daily newspaper

December 5, 2019

published in a county having a population of 750,000 or more, devoted principally to business news and publishing of records, which has been

designated by the courts of record of the county for publication of legal notices for a period of 6 months or more. "Newspaper" also includes a newspaper published in the town of Washington, Door County, at least 2 times a month.

- (4) "Proceedings," when published in newspapers, mean the substance of every official action taken by a local governing body at any meeting, regular or special.
- (5) A newspaper is "published" at the place from which its mailing permit is issued, except that if the place where the newspaper has its major concentration of circulation has no primary post office, then at the place it shall designate as its place of publication in the affidavit required by s. 985.03 (1)

(cm), but no newspaper shall have more than one place of publication during the same period of time.

- (6) "Substance" is an intelligible abstract or synopsis of the essential elements of the official action taken by a local governing body, including the subject matter of a motion, the persons making and seconding the motion and the roll call vote on the motion, except that ordinances and resolutions published as required by law need not be republished in proceedings, but a reference to their subject matter shall be sufficient.
- (7) "Wisconsin newspapers legal notices Internet site" means an Internet site maintained by Wisconsin newspapers for the purpose of providing and maintaining an electronic version of printed and published legal notices.

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

Paid Circulation:

649

Telephone: (715) 778-4990

Circulation Adjust:

0%

Fax:

admins@mygateway.news

Day(s) Published: County:

Th Pierce E-Mail:

Parent Co.: Gatway Business, Inc., Gateway Publishing / Best

ADJUSTED RATES

Press

Part 2 -- General Legal Notices

Section 985.08 of the Wisconsin Statutes provides for publishing legal notices calculated on a per line basis:

Fees for publishing. (1) "The fee for publishing a legal notice shall be not more than the rate issued by the department of administration for the first and subsequent insertions per standard line. The charge for the publication of a facsimile ballot shall be computed as if the area occupied by the ballot were set in standard lines. If a legal notice contains tabulated matter, then the fees allowable for the area containing such matter shall be increased 50 percent of the standard line base rate without adjustment for circulation premium. Composed matter shall be interpreted as being tabular when it contains 2 or more justifications per line."

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

					ADJUST	ED MATES
	Point	Alphabet	Column	Font	First	Subsqt
Font(s)	Size	Length	Width	Base	Insert	Insert
Arial	6	76	9.20	0.6862	0.6862	0.5421
Arial	6	76	19.20	1.4320	1.4320	1.1312
Arial	6	76	29.00	2.1629	2.1629	1.7086
Arial	6	76	39.00	2.9088	2.9088	2.2978
Arial	6	76	48.90	3.6471	3,6471	2.8811
Arial	6	76	58.90	4.3930	4.3930	3.4703
Arial	7	90	9.20	0.5794	0.5794	0.4577
Arial	7	90	19.20	1.2093	1.2093	0.9553
Arial	7	90	29.00	1.8265	1.8265	1.4429
Arial	7	90	39.00	2.4563	2.4563	1.9404
Arial	7	90	48.90	3.0798	3.0798	2.4329
Arial	7	90	58.90	3.7096	3.7096	2.9305
Arial	10	128	9.20	0.4074	0.4074	0.3218
Arial	. 10	128	19.20	0.8503	0.8503	0.6717
Arial	10	128	29.00	1.2842	1,2842	1.0145
Arial	10	128	39.00	1.7271	1.7271	1.3643
Arial	10	128	48.90	2.1655	2.1655	1.7107
Arial	10	128	58.90	2.6083	2.6083	2.0605
Arial	11	140	9.20	0.3725	0.3725	0.2943
Arial	11	140	19.20	0.7774	0.7774	0.6141
Arial	11	140	29.00	1.1742	1.1742	0.9275

December 5, 2019						Page 3 of 5
Arial	11	140	39.00	1.5790	1.5790	1.2474
Arial	11	140	48.90	1.9799	1.9799	1.5640
Arial	11	140	58.90	2.3848	2.3848	1.8839
Arial	12	154	9.20	0.3386	0.3386	0.2675
Arial	12	154	19.20	0.7067	0.7067	0.5583
Arial	12	154	29.00	1.0674	1.0674	0.8432
Arial	12	154	39.00	1.4355	1.4355	1.1340
Arial	12	154	48.90	1.7999	1.7999	1.4219
Arial	12	154	58.90	2.1680	2.1680	1.7126
Arial Bold	6	84	9.20	0.6208	0.6208	0.4904
Arial Bold	6	84	19.20	1.2956	1.2956	1.0235
Arial Bold	6	84	29.00	1.9569	1.9569	1.5459
Arial Bold	6	84	39.00	2.6317	2.6317	2.0790
Arial Bold	6	84	48.90	3.2998	3.2998	2.6067
Arial Bold	6	84	58.90	3.9746	3.9746	3.1398
Arial Bold	7	98	9.20	0.5321	0.5321	0.4204
Arial Bold	7	98	19.20	1.1105	1.1105	0.8773
Arial Bold	7	98	29.00	1.6774	1.6774	1.3251
Arial Bold	7	98	39.00	2.2558	2.2558	1.7820
Arial Bold	7	98	48.90	2.8284	2.8284	2.2343
Arial Bold	7	98	58.90	3.4068	3.4068	2.6913
Arial Bold	10	140	9.20	0.3725	0.3725	0.2943
Arial Bold	10	140	19.20	0.7774	0.7774	0.6141
Arial Bold	10	140	29.00	1.1742	1.1742	0.9275
Arial Bold	10	140	39,00	1.5790	1.5790	1.2474
Arial Bold	10	140	48.90	1.9799	1.9799	1.5640
Arial Bold	10	140	58.90	2.3848	2.3848	1.8839
Arial Bold	11	154	9.20	0.3386	0.3386	0.2675
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Arial Bold	11	154	48.90	1.7999	1.7999	1.4219
Arial Bold	11	154	58.90	2.1680	2.1680	1.7126
Arial Bold	12	168	9.20	0.3104	0.3104	0.2452
Arial Bold	12	168	19.20	0.6478	0.6478	0.5118
Arial Bold	12	168	29.00	0.9785	0.9785	0.7730
Arial Bold	12	168	39.00	1.3159	1.3159	1.0395
Arial Bold	12	168	48.90	1.6499	1.6499	1.3034
Arial Bold	12	168	58.90	1.9873	1.9873	1.5699

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"The discretion of utilizing the display method of publishing official materials shall be vested solely in the public authority ordering such publication and the rate charged for publication in this instance shall not exceed the regular commercial display advertising rate of the publisher."

Part 3 -- Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

"All legal notices shall be in Arial type face. A standard line shall be 6-point Arial on a 6-point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length."

To calculate ballot rates use the current <u>statute standard line rate</u> of \$0.7794 first insert and \$0.6157 subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper's circulation adjustment.

Use the following worksheet to calculate fees for ballots:

a)	Measure the wid	th of the ballot in	picas (1 inch = 6	picas = 72 points	١١:
----	-----------------	---------------------	---------------------	-------------------	-----

1	a	1			
1	a	ı			

Decemb	per 5, 2019		Page 4 of 5
b)	Measure the height (single column) of the ballot in inches:	(b)	
c)	Multiply line (a) times line (b) equals:	(c)	
47	Enter the appropriate adjusted facsimile hallot rate from the table helow:	(4)	¢

Range	Circulation Adjustment	Ballot Rate per line
First Insert:	\$0.7794	
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e)	Multipl	v line	(c)	times	line	(d)) =

TOTAL	Ś	

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s. 5.94 "Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual-size copy of the ballot containing the names of offices and candidates and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted."

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Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

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- **2m.** The newspaper is a successor to a newspaper described in subd. 1m. and the successor newspaper has resumed publication following succession within 30 days.
- **3.** The newspaper has merged or consolidated with one or more newspapers and one of the newspapers subject to the consolidation or merger has been continuously published at regular intervals of at least once each week for at least 50 issues each year for at least one year prior to the first publication of the notice.
- (am) If there is not a newspaper in a city, village, or town that satisfies the requirements under par. (a), the publisher of a newspaper that satisfies all of the following may be awarded or be entitled to compensation or a fee for the publishing of a legal notice:

December 5, 2019

Page 5 of 5

- 1. The newspaper is published regularly and continuously in the city, village, or town and publishing in the newspaper is likely to give notice in the area or to the affected person.
- 2. The newspaper is otherwise qualified under this section. **(b)** Suspension of publication resulting from the mobilization of troops being called to active duty with the armed forces, strike, lockout or damage, or destruction due to war, fire or act of God, shall not count as an interval in publication.
- (bm) A period of disqualification not to exceed 2 years due only to the place of publication shall not count as an interval in publication.
- (cm) A newspaper in order to be eligible under this section shall also file a certificate with the county clerk stating that it qualifies under this section and stating its place of publication.
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MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

COPY: When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.))

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of \$1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

AFFIDAVITS: The fee for an affidavit of publication shall be \$1.00 (Please refer to s. 985.12(4), Wis. Stats.)
985.12(1) The affidavit of the editor, publisher, printer or proprietor of any newspaper, or of his or her foreman or principal clerk, of the publication of any legal notice, annexed to a copy of the notice clipped from the newspaper in either hard copy or electronic format, and specifying the date of each insertion, and the paper in which it was published, shall be received in all cases as presumptive evidence of the publication and of the facts stated therein.

RENEWALS: Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

Newspapers must contact the Department of Administration for any changes in public notice contact personnel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please email me at: william2.goff@wisconsin.gov or you can call me at (608) 266-1002.

Sincerely, Bill Goff Newspaper Certification Program

6a.

Resolutions for Second Reading:

Resolution No. 19-20 Amend Investment Policy

RESOLUTION NO. 19-20 AMEND INVESTMENT POLICY

WHEREAS, the Pierce County Board of Supervisors adopted an Investment Policy in Resolution 08-07; and

WHEREAS, Pierce County currently has one code section of the Pierce County Code which relates to investments, namely §40-12, which states "The Finance and Personnel Committee is authorized to supervise the investment of available County funds and the County Treasurer is authorized to invest these funds in short-term investments in accordance with the appropriate Wisconsin Statutes."; and

WHEREAS, §59.62 Wis. Stats. authorizes the County Board to delegate to any officer or employee any authority assigned by law to the Board to invest County funds, and §59.25(3)(s) Wis. Stats., authorizes the Treasurer to exercise any investment authority delegated to the Treasurer by the Board under §59.62; and

WHEREAS, the current Investment Policy delegates to and vests authority in the Pierce County Investment Officers consisting of the County Treasurer, the County Finance Director, and the County Board Chair or designee, to invest the public finds consistent with the Policy; and

WHEREAS, it is the desire of the Investment Officers to amend the Investment Policy to add the Administrative Coordinator to the group of Investment Officers as well as make other minor changes to the policy in keeping with sound investment and financial policies, all as set forth in the attached Exhibit A; and

WHEREAS, at its meeting on December 2, 2019, the Finance and Personnel Committee did review the recommendations of the Pierce County Investment Officers and moved to approve and forward the proposed amendments to the Pierce County Investment Policy to the Pierce County Board of Supervisors for approval.

NOW, THEREFORE BE IT RESOLVED, that the Pierce County Board of Supervisors approves the amendments to the Pierce County Investment Policy as recommended by the Pierce County Investment Officers and the Finance and Personnel Committee, as set forth in the attached Exhibit A, and said amended policy shall become effective immediately.

Dated this 17th day of December, 2019.

	Jeffrey A. Holst, Chair Pierce County Board of Supervisors
ATTESTED TO BY:	APPROVED AS TO FORM AND LEGALITY BY:
Jamie Feuerhelm, County Clerk	Bradley D. Lawrence, Corp. Counsel
Adopted:	

EXHIBIT A

Pierce County Investment Policy

It is the policy of Pierce County to invest public funds in accordance with all federal, state and local governing statutes. The timely deposit and investment of public funds is an important and integral part of any cash management program. Effective cash management involves controlling cash from the time it is received until it is disbursed. The Pierce County Treasurer, Pierce County Finance Director, Pierce County Administrative Coordinator, and Pierce County Board Chair or designee (hereafter referred to as Pierce County Investment Officers) shall be empowered to invest public funds in a manner which will provide maximum security of principal and conform to all State and County Ordinances governing the investment of public funds while earning the highest investment return and meeting the daily cash flow demands of Pierce County.

I. Statement of Purpose

The purpose of this policy is to provide guidelines for the Pierce County Treasurer, Pierce County Finance Director, and Pierce County Board Chair or designee Pierce County Investment Officers for the investment of county funds. These guidelines shall set the investment objectives, define operational policies and responsibilities, enhance the quality of decisions, rationalize the decision-making process, and demonstrate a commitment to long-term financial planning. It is intended to be broad enough to allow the investment officers to function properly within the parameters of responsibility and authority. It is also intended to be specific enough to establish a prudent set of basic procedures to assure that investment assets are adequately safeguarded. It assures that the fundamental principles concerning any investment program involving public moneys has four (4) basic ingredients: Legality, safety, liquidity, and yield.

II. Scope of Policy

Unless otherwise noted, this investment policy will apply in its entirety to all monies of the County over which it has direct control as well as those funds that the County is responsible for as custodian and/or trustee. This includes all monies in the County general fund, as well as special revenue, capital project, enterprise, internal service, trust and agency funds.

III. Statement of Objectives

The goals of this investment policy are to insure that the county's investment portfolio is managed for maximum return, both long and short term, in a manner that is consistent with good cash management practices and the safety of principal. Specifically, this investment policy shall offer the necessary guidelines to attain the following goals and objectives:

- 1 Legality of investment instruments
- 2 Safety of funds invested
- 3 Adequate liquidity through marketability
- 4 Maximizing yield on all funds invested
- 5 Full investment of all available funds
- 6 Consistency with the county's cash flow needs so as to avoid penalty for early liquidation.

The primary objectives, in priority order, shall be safety, liquidity, and yield:

- 1. Safety Safety of principal is the foremost objective of the investment program. Investments of the county shall be underwritten in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, **diversification** is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- 2. Liquidity The County's investment portfolio shall remain sufficiently liquid to meet its cash flow requirements. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. The Wisconsin Pool investment program provides the county with a high degree of liquidity. Investments may be cashed and wire transferred to the county within 24 hours of notice. The amount of funds to be invested in the short-term or long-term securities shall be dictated by the fluctuating investment market and working capital requirements.

- **3.** Yield/Return on Investment The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
- A security with declining value may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.
- An investment which will incur early withdrawal penalties may be liquidated only after exhausting all other readily liquid assets.

When selling a security prior to maturity, the Pierce County Investment Officers must be prepared to justify the reasons and explain any gains or losses. It is important to note that compliance with this policy does not measure return, but rather manages risk.

4. Market Yield (Benchmark) - The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and risks undertaken, and the benchmarks shall have a similar weighted average maturity as the portfolio.

The County's cash management portfolio shall be designed with the objective of regularly meeting or exceeding a selected performance benchmark, which could be the average return

on three-month U.S. Treasury bills, the state investment pool, a money market mutual fund or the average rate of Fed funds. These indices are considered benchmarks for lower risk investment transactions and therefore comprise a minimum standard for the portfolio's rate of return. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

5. Local Considerations - Funds may be invested for the betterment of the local economy or that of local entities within the State. The County may accept a proposal from an eligible institution which provides for a reduced rate of interest provided that such institution documents the use of deposited funds for community development projects.

IV. Standards of Care

1. Prudence

The standard of prudence to be used by Pierce County Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Pierce County Investment Officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall avoid undertaking personal investment transactions with the same individual they conduct business with on behalf of Pierce County.

3. Delegation of Authority

Authority to manage the investment program is derived from Sections 59.62 and 66.0603, Wisconsin Statutes. Responsibility for the operation of the investment program is hereby delegated to the Pierce County Treasurer, Pierce County Finance Director, and Pierce County Chair or designee, hereafter known as Pierce County Investment Officers, who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, banking

service contracts, wire transfer agreements, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to staff responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officers. The Pierce County Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. In addition, the Finance and Personnel Committee should be consulted about the investment transactions as time permits. The County may delegate its investment transaction execution authority to an investment advisor.

The county treasurer, with the cooperation of the finance director, shall be delegated the day to day responsibility to determine cash availability and needs. By December 1st annually, a calendar shall be developed for the ensuing year. This calendar shall reflect all the county's cash requirements and anticipated revenues with their identifiable sources.

V. Authorized Financial Institutions, Depositories, and Broker/Dealers

The Pierce County Treasurer, Pierce County Finance Director, and Pierce County Board Chair or designee Pierce County Investment Officers will maintain a list of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Wisconsin. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- National Association of Securities Dealers (NASD) certification
- Proof of state registration
- Or other documents requested by the County.

An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the investment officer.

VI. Safekeeping and Custody

1. *Delivery vs. Payment* All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

2. Safekeeping (Bank agreements)

Securities will be held by an independent third-party custodian selected by the entity as evidenced by safekeeping receipts in the County's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls.

- 3. *Custody* (Investment firms)Investment securities and associated interest income of the county secured through the third party custodial agreement will be held in custody with investment firms such as Charles Schwab and Co Inc.
- **4.** Internal Controls The County Treasurer, Finance Director, and County Board Chair or designee Pierce County Investment Officers shall establish a set of internal controls that shall be documented in writing. The internal controls will be reviewed by the County and with the independent auditor. The controls shall be designed to prevent employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent action by officers or employees of the county.

The Pierce County Investment Officers shall establish an annual independent review by an external auditor to assure compliance with policies and procedures or alternatively, compliance should be assured through the County annual independent audit.

VII. Suitable and Authorized Investments

- a. General. The investment activity of Wisconsin public funds is governed by Wisconsin Statutes 66.0603. Prior to making any investment, the treasurer and finance director shall be responsible for ascertaining the cash flow needs of the county.
- b. Permissible investment types. Permissible investment shall be limited to the following unless prior approval of the investment plan is granted by the finance committee:
 - A. Time deposits in any credit union, bank, savings bank, trust company, or savings and loan association, or other authorized depository as approved by the Finance and Personnel Committee and the County Board of Supervisors that is authorized to transact business in this state if the time deposits mature in not more than three years.
 - B. Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board or other instrumentality of the federal government
 - C. Bonds or securities of any county, city, drainage district, technical college district, village, town or school district of this state.
 - D. Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has a rating which is the highest or 2nd highest rating category assigned by Standard & Poor's corporation, Moody's investors service or other similar nationally recognized rating agency or if that security is superior to, or on a parity with, a security of the same issuer which has a such a rating.
 - E. Securities on an open-end management investment company or investment trust, if the investment company or investment trust does not charge a sales load, if the investment company or investment trust is registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, and if the portfolio of the investment company or investment trust is limited to the following:
 - a. Bonds and securities issued by the federal government or a commission, board, or other instrumentality of the federal government.
 - b. Bonds that are guaranteed as to the principal and interest by the federal government or a commission, board or instrumentality of the federal government.
 - c. Repurchase agreements that are fully collateralized by bonds or securities

F. State of Wisconsin local government investment pool

Any other investment that is permissible under Wisconsin Statutes 66.0603 must first be approved by the finance committee.

VIII. Collateralization

Full collateralization will be required on all time and demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest. Collateral is required for amounts in excess of the \$100,000250,000 coverage provided by Federal deposit insurance and the \$400,000 provided by the Public Deposit Recovery Statute (Chapter 34).

Collateral will always be held by an independent third party with whom the County has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the County and retained. The right of collateral substitution is granted.

Since it is the intent of this policy to insure the protection of funds deposited, any bank not adhering to the aforementioned standards will be restricted to five hundred thousand dollars (\$500,000) as maximum deposits.

Deposits in the local government investment pool are to be exempt from collateralization of deposits.

IX. Reporting

The County Treasurer, Finance Director, and County Board Chair or designee Pierce County Investment Officers shall report to the Finance and Personnel Committee on no less than a quarterly basis on investment activity and returns. Reports will include performance, market sector breakdown, number of trades, interest earnings and such other detail as may be from time to time requested.

The Pierce County Investment Officers shall report to the committee current investment strategy being followed and recent economic conditions and market developments which have a bearing on this strategy.

X. Policy Considerations

1. Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. Annual Review and Amendments

The Pierce County Investment Policy will be formally adopted by the Finance and Personnel Committee. This investment policy shall be reviewed annually by the County Investment Officers and the finance committee. .

3. Administration

The responsibility for the administration of this policy shall rest with the County Treasurer, County Finance Director, and County Board Chair or designee Pierce County Investment Officers.

8/26/08 App	roved by the Coun	ty Board of Su	pervisors	
R	devisions approved	by the County	Board of Supe	ervisors





New form response

1 message

Steve Gustafson <demo@fnsmtp.addonsite.com>
To: "Jamie.feuerhelm" <jamie.feuerhelm@co.pierce.wi.us>

Wed, Nov 20, 2019 at 10:28 AM

Request for F & P Action has received a new response:

Meeting Date 2019-12-02

Agenda Item Resolution to Amend the Investment Policy

Requesting Agency Treasurer's Office

Background Pierce County adopted an Investment Policy in Resolution 08-07. The County Treasurer and Finance Director would like to amend that resolution to include the Administrative Coordinator to the group of Investment Officers, and update the value of FDIC insured funds specified in the original text. The draft provided by Corporation Counsel shows the specific changes.

Staff Recommendation I recommend approving the amendment to Resolution 08-07 to continue the practice of keeping sound investment and financial policies throughout the County.

Recommended Motion: (Motion by seconded by to approve and authorize) Motion by ______ Seconded by _____ to approve and authorize Resolution 10-XX Amend Investment Policy.

Requestor's email address kathy.fuchs@co.pierce.wi.us

, , ,

Auto responded by Form Notifications SMTP add-on for Google Forms Send mass emails from Sheets: Mail Merge SMTP

6b.

Resolutions for Second Reading:

Resolution No. 19-21 Set General Fund Unassigned Fund Minimum Balance

RESOLUTION NO. 19-21 SET GENERAL FUND UNASSIGNED FUND MINIMUM BALANCE

WHEREAS, Pierce County is required to perform certain auditing functions pursuant to §59.47 Wis. Stats., and follows the Government Accounting Standards Board (GASB) as it relates to generally accepted accounting principles for state and local governments, for the purpose of providing clear, consistent, transparent and comparable financial reporting; and

WHEREAS, GASB 54 dictates that the county either state in their auditing footnotes what the minimum fund balance policy is, or that there is no such policy, and the County previously adopted Resolution 11-20 with regard to Fund Balance Reporting and Governmental Fund Type Definitions and Appointments, wherein the Finance Director recommended that the general fund, unassigned fund balance should be at a minimum of 25% of general fund expenditures; and

WHEREAS, the general fund serves as a security backup for other funds within the County, and in the instance of a shortfall within another fund requires that the general fund step in to cover that deficit; and

WHEREAS, a minimum general fund unassigned fund balance is a not an appropriate target, but rather the minimum level to serve as a reserve to account for financial security of the County, as well as typical operating trends; and

WHEREAS, this matter was last addressed in 2011 and should be periodically evaluated for potential change consistent with sound financial practices, financial guidance, accounting principles and current operating circumstances and trends; and

WHEREAS, the minimum percentage that the unassigned balance should not fall below is up to the Board's discretion, however, a minimum threshold should provide guidance that drives subsequent action if the fund balance falls below that threshold; and

WHEREAS, the Finance and Personnel Committee, at its meeting on December 2, 2019, considered this matter and recommends that the County Board approve that the unassigned fund balance should fall no lower than 40% of general fund expenditures.

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that the general fund, unassigned fund balance shall fall no lower than 40% of general fund expenditures, effective upon adoption of this resolution.

Dated this 17th day of December, 2019.

	Jeffrey A. Holst, Chair Pierce County Board of Supervisors
ATTESTED TO BY:	APPROVED AS TO FORM AND LEGALITY BY:
Jamie Feuerhelm, County Clerk	Bradley D. Lawrence, Corp. Counsel
Adopted:	





New form response

1 message

Steve Gustafson <demo@fnsmtp.addonsite.com>
To: "Jamie.feuerhelm" <jamie.feuerhelm@co.pierce.wi.us>

Thu, Nov 21, 2019 at 11:02 AM

Request for F & P Action has received a new response:

Meeting Date 2019-12-02

Agenda Item Discuss & Take Action to set Unassigned General Fund Minimum Balance

Requesting Agency Administration / Finance

Background Pierce County adopted Resolution 11-20 on November 8, 2011 which was to comply with Government Accounting Standards Board (GASB) No. 54 - Fund Balance Reporting and Governmental Fund Type Definitions and Appointment. At that time, it was suggested that the general fund unassigned fund balance should be at a level of a minimum of 25% of general fund expenditures. It is no longer an appropriate target as maintaining a 25% minimum means that Pierce County would have cash flows problems at certain times of the year. There really is no downside to maintaining a higher level as most bond counsels would like to see it be 35-40%. The General Fund is the security back-up for every other fund of the County to cover other deficits. The average percentage that the auditors have seen in the last few years is upper 40s.

Staff Recommendation Pierce County adopt a Resolution setting the Unassigned General Fund Balance higher than the current minimum of 25% of general fund expenditures. It is recommended that the County Board approve that the Unassigned General Fund Balance should fall no lower than ______ (a number somewhere between 35-45%) and forward a resolution to the County Board for approval.

Recommended Motion: (Motion by seconded by to approve and authorize) A motion by, seconded by to recommend approving that the Unassigned General Fund Balance should fall no lower than _____(a number somewhere between 35-45%) of general fund expenditures and forward a resolution to the County Board. Requestor's email address julie.brickner@co.pierce.wi.us

Auto responded by Form Notifications SMTP add-on for Google Forms Send mass emails from Sheets: Mail Merge SMTP

6c.

Resolutions for Second Reading:

Resolution No. 19-22 Transfer of Funds from General Fund for Hail Damaged Roofs & Related Roof Repair

RESOLUTION NO. 19-22 TRANSFER OF FUNDS FROM THE GENERAL FUND FOR HAIL DAMAGED ROOFS AND RELATED ROOF REPAIR

WHEREAS, thirty (30) Pierce County campus roof buildings sustained hail damage in late August, 2018 (not including the Solid Waste building); and

WHEREAS, fifteen (15) of the thirty roofs were less than fifteen years old, and were thus fully covered through the County's insurance and on September 10, 2019 and October 8, 2019, the Building Committee approved the replacement of roofs fully covered by insurance; and

WHEREAS, the other fifteen (15) roofs were more than fifteen years old, and were not fully covered by insurance and were depreciated accordingly;

WHEREAS, for the roofs that were not fully covered, in order to have the roofs fully repaired, the County would need to make up the difference in the repair estimate for which approval of the Board is necessary; and

WHEREAS, the total amount of the fifteen roofs not fully covered and depreciated that the County would need to pay for according to contractor's estimates is \$212,403.31; and

WHEREAS, the Building Committee, at its meeting on November 12, 2019 took action to recommend approval of an amount not to exceed \$220,000 from the General Fund to repair the remaining roofs not fully covered by insurance; and

WHEREAS, the roof on the Seyforth Building on the Fairgrounds was fully covered by insurance, however, additional roof related structural issues (condensation and insulation) were present that are not covered by insurance, and since repairs will be made to replace the fully covered shingles damaged by hail, it makes sense to repair the additional roof related issues at the same time; and

WHEREAS, the additional work is estimated to be \$40,155.44, and the Building Committee, at its meeting on November 12, 2019 took action to move forward with the repairs and recommend approval of an amount not to exceed \$42,000 from the General Fund to fund the additional work on the Seyforth Building roof; and

WHEREAS, the Finance and Personnel Committee, at its meeting on December 2, 2019, recommended approving the requests from the Building Committee in an amount not to exceed \$220,000 for hail damaged roofs, and an additional amount of not to exceed \$42,000 for the

Seyforth building, in the total sum of \$262,000 to come from the General Fund and be transferred to the Building/Maintenance department budget accordingly; and

WHEREAS, pursuant to §65.90(5) Wis. Stats., the County Board is required to authorize transfers in excess of 10% of the department budget, or if the transfer is requested from the General Fund rather than the Contingency Fund; and

WHEREAS, pursuant to §65.90(5)(a) Wis. Stats., a change in the amount of tax appropriation in a budget requires a vote of two-thirds of the entire membership of the County Board of Supervisors.

NOW, THEREFORE BE IT RESOLVED, by the Pierce County Board of Supervisors that it approves the recommendation as presented to transfer an amount not to exceed \$220,000 for hail damaged roofs, and an additional amount of not to exceed \$42,000 for the Seyforth building, in the total sum of \$262,000 to come from the General Fund and be transferred to the Building/Maintenance department budget.

Dated this 17th day of December, 2019.	
	Jeffrey A. Holst, Chair Pierce County Board of Supervisors
ATTESTED TO BY:	APPROVED AS TO FORM AND LEGALITY BY:
Jamie Feuerhelm, County Clerk	Bradley D. Lawrence, Corp. Counsel
Adopted:	



New form response

Steve Gustafson <demo@fnsmtp.addonsite.com>
To: "Jamie.feuerhelm" <iamie.feuerhelm@co.pierce.wi.us>

Thu, Nov 21, 2019 at 2:16 PM

Request for F & P Action has received a new response:

Meeting Date 2019-12-02

Agenda Item Discuss and take action on a resoulution to transfer funds from the general fund for hail damaged roofs and related roof repairs - Forss

Requesting Agency Maintenance

Background Pierce County campus roofs had sustained hail damage in late August, 2018 which was confirmed by an insurance adjuster's inspection. There are a total of 30 roofs with the majority located in the Fairgrounds. 15 of the 30 roofs were older than 15 years old and therefore, the Insurance Company depreciated the Roofing Contractors Estimates. The total depreciated amount of the 15 roofs deducted from the Contractors Estimates is \$212,403.31. Of these 15 roofs, 3 of them are asphalt shingled and the other 12 are metal. Hail damage to asphalt singles greatly reduces the life of the roof. The Freier School is on the list of the 15. This roof is quite an old metal roof and a new roof would greatly help protect the value of this historic building. Of the remaining metal roofs, over half of them have leakage. New roofs on these buildings would help extend the life of these buildings. The Seyforth Building roof is less than 15 years of age and therefore the Insurance Company will fully cover the replacement of the asphalt shingles to the state the roof was prior to the storm. This building has also presented condensation build up in the areas of the light fixtures in the larger section of the building. The additional work to the Seyforth roof is estimated to be: \$40,155.44.

Staff Recommendation To pass the Resolution and forward to the County Board

Recommended Motion: (Motion by seconded by to approve and authorize) - Motion by S. Bjork/J. Kosin to request funding from the County Board via General Fund in an amount not to exceed \$220,000 to replace campus roofs, & forward request to Finance & Personnel Committee; motion carried unanimously. -Motion by D. Auckland/J. Kosin to request funding from the County Board via General Fund in an amount not to exceed \$42,000 to upgrade the replacement of the Seyforth Building roof & forward request to Finance & Personnel Committee; motion carried unanimously.

Requestor's email address jerry.forss@co.pierce.wi.us [Quoted text hidden]



December 6, 2019

Wanda Kinneman Insurance/Risk Manager Pierce County Human Resources Office PO Box 128 Ellsworth, WI 54011

RE

Insured:

Pierce County

Claim No:

PROP18502132

Loss Date:

8-30-19

Dear Ms. Kinneman:

This follows our phone conversation on 12-4-19 regarding hail damage to metal vs shingled roofs.

As we discussed at the time of that conversation, inspections have been made to all involved buildings for this loss. We found buildings with metal roofs along with buildings that where roofed with composite asphalt shingles.

The buildings with metal roofs did show signs of impact from hail. These where observed to be dents in the metal roofing of 1" or smaller. The dents found at the time of inspection are cosmetic in nature and did not affect the structural integrity of the metal roof. The dents will not affect the functional attributes of the metal roof system--including water-shedding capacity of the roof, the wind resistance of the roof, the material longevity, the corrosion resistance or the lifespan of the roof. These roofs in their current condition will maintain their same impact resistance as prior to this loss. Replacement of these roofs will only be made as a cosmetic consideration.



Those roofs that had shingles showed functional hail damage to the shingles as a result of impact from hail. We found fractures in the mat as well as softness in the mat. Industry studies have shown that softness in the mat, commonly called a bruise, is indicative of a fracture on the bottom side of the shingle or in the mat. Function damage to a shingle leads to a reduction in the long-term service life of the shingle.

To summarize, the buildings with metal roofs will have the same lifespan of the roof with the hail dents as they did prior to this storm, the buildings with shingles will need the roof replaced sooner as a result of the hail damage than they would have without any of the hail impacts.

We anticipate Pierce County will notify our office by years end as to which roofs will be replaced.

If you or any representative of Pierce County has questions or would like to discuss this further please know that a representative of Aegis would be available to meet in person.

Sincerely,

Mark Koch Sr. Field Claim Examiner

Finance & Personnel Committee:

Pierce County campus roofs had sustained hail damage in late August, 2018 which was confirmed by an insurance adjuster's inspection. There are a total of 30 roofs with the majority located in the Fairgrounds. 15 of the 30 roofs were older than 15 years old and therefore, the insurance Company depreciated the Roofing Contractors Estimates. The total depreciated amount of the 15 roofs deducted from the Contractors Estimates is \$212,403.31.

Of these 15 roofs, 3 of them are asphalt shingled and the other 12 are metal. Hall damage to asphalt singles greatly reduces the life of the roof. The Freier School is on the list of the 15. This roof is quite an old metal roof and a new roof would greatly help protect the value of this historic building. Of the remaining metal roofs, over half of them have leakage. New roofs on these buildings would help extend the life of these buildings.

The Seyforth Building roof is less than 15 years of age and therefore the Insurance Company will fully cover the replacement of the asphalt shingles to the state the roof was prior to the storm. This building has also presented condensation build up in the areas of the light fixtures in the larger section of the building. The construction of this roof is different than a lot of buildings due to the fact that there is no attic in it. There are tongue and grooved planks placed on top of the inner exposed support arches. Insulation in the form of a plastic vapor barrier, 1" white Styrofoam bead boards and a 1/2" of a fiber building board were then fastened on top of the planks with a ½" roof sheeting and shingles on top of that. In later years, 2 more inches of foam board insulation and sheet rock were added to the bottom side of the roof but, the condensation problem comes from where the electrical boxes for the lights are anchored to the bottom side of the planking. A discussion with the roofing contractor to develop a remedy to address this issue determined the following. The existing roof and insulation would be completely removed down to the planking and discarded. New furring strips that would allow 3" of a spray foam insulation to be added witch not only adds significant R Value to the building but, also seals up any cracks and crevices and then also allows for new roof sheeting and shingles to be installed. The additional work to the Seyforth roof is estimated to be: \$40,155.44.

On September 10th the Building Committee approved the replacement of the Courthouse roof covered fully by insurance.

On October 8th the Building Committee approved proceeding with the replacement of those additional roofs fully covered by insurance.

On November 12th the Building Committee took action to request an amount not to exceed \$220,000 from the General Fund to repair the remaining roofs that are <u>not</u> fully covered by insurance. The Committee also took action to request an amount not to exceed \$42,000 to fund the additional work on the Seyforth Building roof. (Minutes attached)

It is understood that these roofs are in no immediate danger of any structural damage due to the hail however, this would be an opportune time to address several varying roof problems, return the buildings back to the state they were when they were new and the roofs would then be fully covered by insurance for the next 15 years. In the end, the County will have 30 roofs replaced and 1 roof upgraded for approximately \$260,000.00.

APPROVED MINUTES OF THE BUILDING COMMITTEE MEETING HELD September 10, 2019 – 4:00 p.m.

STATE OF WISCONSIN COUNTY OF PIERCE

County Board Room; Courthouse 414 W. Main St., ELLSWORTH, WI

2019 - 08

1) Meeting Convened

The Pierce County Building Committee met in the County Board Room of the Pierce County Courthouse, Ellsworth, WI. Because of the absence of the Chairman & Vice-Chairman Clerk Jamie Feuerhelm called the meeting to order at 4:00 p.m.

1a) Those Present

A quorum was established acknowledging 3 members present; 2 excused.

Members present:

Absent/Excused:

Mike Kahlow

District #6

Dan Reis

District #13

Scott Bjork

District #7

Jerry Kosin

District #15

Dale Auckland

District #12

Clerk called for nominations of a temporary chairman. Supervisor D. Auckland nominated Scott Bjork. Clerk called for other nominations. Motion by D. Auckland/M. Kahlow to close nominations & cast a unanimous ballot for S. Bjork as temporary chairman; motion carried.

Also present: Jerry Forss-Maintenance Supervisor, Matt Kelly-Fair Groundskeeper, Jamie Feuerhelm-County Clerk, & Jack Hines-Ellsworth resident.

1b) Public Comment

Jack Hines asked Committee who was responsible for setting the rental rates for the fairgrounds. M. Kelly stated that both the Fair & Building Committees set those rates with the recommendation coming from the Fair Committee & final approval from the Building Committee. Mr. Hines stated that if the rates were lower that it may have the potential of attracting more entities willing to rent the facilities.

M. Kelly reported that the recent tractor pull event went well, adding that 25 states were represented by those who participated. Also that the entity renting the facilities commented that Pierce County's venue is one of the nicest all around the country.

2) Agenda Adopted

Motion by M. Kahlow/D. Auckland to adopt agenda as presented; motion carried unanimously.

3) Minutes Approved

Motion by M. Kahlow/S. Bjork to approve minutes of the Aug. 13th, 2019 meeting; motion carried unanimously.

4) Discuss space needs

J. Forss indicated that there was not much new to report other than he expected the office space be temporarily used by Register of Deeds would be vacated in about two weeks.

(5) <u>Discuss / Take action on bid for Courthouse Hail Damaged Roof Replacement</u>
Y. Forss stated that the project was advertised & he received only one bid from Fischer Roofing. His suggestion was to approve this bid, adding that the insurance company is going to give full replacement funds

Building Committee > 09/10/19

Page I

for this roof. Motion by D. Auckland/M. Kahlow to approve bid from Fischer Roofing for the Courthouse roof in the amount of \$174,782; motion carried unanimously.

6) Discuss / Take action on bid for Campus Hall Damaged Roof Replacements

J. Forss explained there were 29 roofs needing repair to include PCOB & 28 others on the Fairgrounds. Thirteen of those would be fully covered by insurance with the other 15 being covered on a prorated basis. Committee discussed condition of those being prorated. They then directed staff to do further research on those roofs to determine which ones may need more immediate attention & those that could possibly wait for a while. No action taken.

7) Discuss the Blue Building progress

J. Forss stated there was nothing new to report on this project.

8) Discuss / Take action on funding the LEC Waterway Project

J. Forss explained that he requested this project to be funded by the Jail/Sheriff's Dept. building fund but was later informed that this fund has since been closed out; therefore the funds could not be accessed. He suggested an alternative funding source in the Building Outlay-Campus Improvement 2018 account. Motion by M. Kahlow/D. Auckland to approve funding the LEC Waterway Project with Building Outlay-Campus Improvement 2018 funds; motion carried unanimously.

9) Fair Groundskeeper report

M. Kelly submitted written report that was accepted by the Committee.

10) Maintenance Supervisor report

J. Forss submitted written report that was accepted by the Committee.

11) Future Agenda Items

- Space needs
- Campus buildings roof repair bids-those not fully covered
- Blue Building project
- Generator maintenance contracts

12) Next Meeting Date

Next regular meeting set for Oct. 8th, 2019 at 4 p.m.; County Board Room.

13) Adjournment

Meeting adjourned at 4:58 p.m. by motion of M. Kahlow/D. Auckland; motion carried unanimously.

Respectfully submitted by: Jamie R. Feuerhelm, Pierce County Clerk

APPROVED MINUTES OF THE BUILDING COMMITTEE MEETING HELD October 08, 2019 – 4:00 p.m.

STATE OF WISCONSIN COUNTY OF PIERCE

County Board Room; Courthouse 414 W. Main St., ELLSWORTH, WI

2019 - 09

1) Meeting Convened

The Pierce County Building Committee met in the County Board Room of the Pierce County Courthouse, Ellsworth, WI. Chairman Dan Reis called the meeting to order at 4:01 p.m.

1a) Those Present

A quorum was established acknowledging 5 members present.

Members present:

Absent/Excused:

Mike Kahlow

District #6

Scott Biork

District #7

Dale Auckland

District #12

Dan Reis

District #13

Jerry Kosin

District #15

Also present: Jerry Forss-Maintenance Supervisor, Matt Kelly-Fair Groundskeeper, Jamie Feuerhelm-County Clerk, Jason Matthys-Administrative Coordinator, Ann Webb-Fair Coordinator, & Wanda Kinneman-Insurance Coordinator.

1b) Public Comment

AC J. Matthys updated the Committee on the WI-FI project at the fairgrounds. He indicated that the company is currently working on the tower adding the proper equipment, then the plan is to install the necessary equipment on the fairgrounds.

2) Agenda Adopted

Motion by S. Bjork/D. Auckland to adopt agenda as presented; motion carried unanimously.

3) Minutes Approved

Motion by S. Bjork/D. Auckland to approve minutes of the Sept. 10th, 2019 meeting; motion carried unanimously.

4) Discuss / Take action on the use of the Seyforth Building for a Red Cross Blood Drive

A. Webb explained that the Red Cross contacted her about the use of the Seyforth Building for a blood drive. They came to inspect the building to see if it met their needs & A. Webb reported that they were very satisfied with the building's amenities. The blood drive would be held from 1 p.m. to 7 p.m. A date is yet to be determined. The Red Cross was requesting rental fees be waived. Motion by J. Kosin/S. Bjork to authorize the use of the Seyforth Building by the Red Cross for a blood drive on a date to be determined by the Red Cross. All rental fees to be waived; motion carried unanimously.

5) Discuss space needs

J. Forss indicated that file storage for Register of Deeds would be moving soon. AC J. Matthys indicated that he had met with the DA's Office to get further clarification & direction on their space needs.

6) Discuss / Take action on Hail Damaged Roofs

- J. Forss presented colored listing of roofs in question & attempted to explain which ones were fully covered & those that were only partially covered by insurance. Various options were discussed about what claims to make official with the insurance company, or not, as well as the condition of each roof & the urgency of repair. Committee discussed obtaining enough funds to replace all the roofs that were damaged as well as an additional upgrade option for the Seyforth Building.
- Motion by M. Kahlow/S. Bjork to authorize maintenance staff to move forward with all the campus roofs that were fully covered by insurance; motion carried unanimously
- Motion by M. Kahlow/S. Bjork to request funding from the County Board via Contingency Fund in an amount not to exceed \$220,000 to replace campus roofs, & forward request to Finance & Personnel Committee; motion carried unanimously.

Motion by M. Kahlow/D. Auckland to request funding from the County Board via Contingency Fund in an amount not to exceed \$42,000 to upgrade the replacement of the Seyforth Building roof & forward request to Finance & Personnel Committee; motion carried unanimously.

7) Discuss Parking Updates

J. Forss stated the new parking rules had been instituted & seem to be going well so far.

8) Discuss / Take action on Bids for Generator Maintenance

J. Forss presented bids from four companies to perform the maintenance on campus generators to include the new jail site. Bids for 5 year contracts were as follows: Hunt Electric Corp. for \$43,400; Pioneer Critical Power for \$51,180; Wolter Power Systems for \$47,050; Midwest Electric & Generator Inc. for \$47,050. Motion by S. Bjork/J. Kosin to approve 5 year generator maintenance contract with Hunt Electric in the amount of \$43,400; motion carried unanimously.

9) Fair Groundskeeper report

M. Kelly submitted written report that was accepted by the Committee.

10) Maintenance Supervisor report

J. Forss submitted written report that was accepted by the Committee.

11) Future Agenda Items

- Space needs
- Campus buildings roof repair bids-those not fully covered
- Blue Building project
- Elevator maintenance contracts

12) Next Meeting Date

Next regular meeting set for Nov. 12th, 2019 at 11:15 a.m.; County Board Room, after County Board meeting.

13) Adjournment

Meeting adjourned at 5:43 p.m. by motion of M. Kahlow/S. Bjork; motion carried unanimously.

Respectfully submitted by: Jamie R. Feuerhelm, Pierce County Clerk

UNAPPROVED MINUTES OF THE BUILDING COMMITTEE MEETING HELD November 12, 2019 – 11:15 a.m.

STATE OF WISCONSIN COUNTY OF PIERCE

County Board Room; Courthouse 414 W. Main St., ELLSWORTH, WI

2019 - 10

1) Meeting Convened

The Pierce County Building Committee met in the County Board Room of the Pierce County Courthouse, Ellsworth, WI. Chairman Dan Reis called the meeting to order at 11:36 a.m.

1a) Those Present

A quorum was established acknowledging 4 members present; 1 excused.

Members present:

Absent/Excused:

District #6

Mike Kahlow

Scott Bjork

District #7

Dale Auckland

District #12

Dan Reis

District #13

Jerry Kosin

District #15

Also present: Jerry Forss-Maintenance Supervisor, Matt Kelly-Fair Groundskeeper, Jamie Feuerhelm-County Clerk, Jason Matthys-Administrative Coordinator, Ann Webb-Fair Manager, Jack Hines-resident, & Bill Emery-resident.

1b) Public Comment

None

2) Agenda Adopted

Motion by S. Bjork/D. Auckland to adopt agenda as presented; motion carried unanimously.

3) Minutes Approved

Motion by S. Bjork/J. Kosin to approve minutes of the Oct. 8th, 2019 meeting; motion carried unanimously.

4) Discuss / Take action on the 2020 non-fair time rental rates

A. Webb explained that a 5% increase was recommended to the Fair Committee but their recommendation to the Building Committee was to keep the rates the same as 2019 with the exception of the Grandstand area, listed as item #15 on rental rate sheet. She added that the Fair Committee is recommending a 5% increase to this area due to the improvements & expansion made in that area. Motion by J. Kosin/D. Auckland to approve 2020 non-fair time rental rates as submitted, to include 5% increase in rental rate for Grandstand Area; motion carried unanimously.

5) Discuss / Take action on the Fairgrounds usage report

J. Forss & A. Webb presented usage report for the Fairgrounds indicating what buildings were being rented throughout the year, as well as current rental rates. She requested authorization to do a press release containing this information & promote the usage & rental rates to educate the public on the facts of the Fairgrounds usage. Also to request document be forwarded to County Board so they have the factual data as well. Motion by S. Bjork/D. Auckland to authorize Fair staff to promote & advertise factual usage of the Fairgrounds & forward copy of data to the County Board; motion carried unanimously.

6) <u>Discuss / Take action on Funsters using the Seyforth Building on December 14, 2019 for Santa Day with fees waived</u>

A. Webb explained that the group has done this event in the past & used the same building. Supervisor J. Kosin added that this event was open to all Pierce County residents, not only the Ellsworth area. Motion by J. Kosin/S. Bjork to authorize the use of the Seyforth Building by Ellsworth Funsters for Santa Day on Dec. 14, 2019; all rental fees to be waived; motion carried unanimously.

7) Discuss space needs

J. Forss indicated that staff is still working on the secured area storage but nothing new to report at this time. AC J. Matthys stated that he has been working with Human Services Director Ron Schmidt in reorganizing office space in that department as well as determining what other space might be available.

8) Discuss / Take action on the prospective Annex Remodeling Project

J. Matthys explained future needs for the Administration Dept. & County Board, as well as other departments & how many work closely on a daily basis. He indicated that a representative from Market & Johnson looked at the Annex & reviewed County needs & developed a draft to renovate some of the space there. He added that the current Maintenance Dept. Building Outlay account has two line items designated for Annex maintenance & remodel that could be used to fund the project. He recommended combing those two items into one to use for this project. Motion by J. Kosin/D. Auckland to approve combining Building Outlay Annex Maintenance/Remodeling 2013 & Annex Jail Remodel & Maintenance 2014 & 2016 in the amount of \$540,457 into one account/fund to use for Annex Remodeling Project; motion carried unanimously.

9) <u>Discuss / Take action on the Maintenance Supervisor joining the Wisconsin Facility</u> Management Association with annual \$35 membership being paid for with County funds

J. Forss requested to join this association to be able to communicate more effectively with other facility mangers throughout the State. He felt it would not only be a learning experience but could also lead to opportunities for Pierce County to save money in a number of ways. Motion by S. Bjork/D. Auckland to approve & authorize Maintenance Supervisor to join WI Facility Management Association & to pay membership fee of \$35 with Maintenance Dept. funds; motion carried unanimously.

10) Discuss / Take action on non-insurance covered balance of hail damaged roofs

- J. Forss explained that the Committee took action to have the roofs repaired at last meeting but the directive was that funds were to come from the Contingency Fund. The amount being sought does not meet the parameters to use funds from the Contingency so the request should have been to seek those funds from the General Fund. He requested the Committee to re-address from where the funds were to be requested.
- Motion by S. Bjork/J. Kosin to request funding from the County Board via General Fund in an amount not to exceed \$220,000 to replace campus roofs, & forward request to Finance & Personnel Committee; motion carried unanimously.
- -Motion by D. Auckland/J. Kosin to request funding from the County Board via General Fund in an amount not to exceed \$42,000 to upgrade the replacement of the Seyforth Building roof & forward request to Finance & Personnel Committee; motion carried unanimously.

11) Discuss the progress of the roof replacement project

J. Forss indicated that the buildings on the fairgrounds that needed replacement shingles were completed. He added that the steel buildings needing roof replacement could be done throughout the winter. He also informed the Committee that the Round Barn experienced some water damage while the roof was being replaced but the vendor agreed to fix all damages. Supervisor J. Kosin suggested Mr. Forss get something in writing to that effect.

12) Discuss / Take action on the purchase of bleachers for the Fairgrounds

J. Forss explained that they have been replacing the old wooden portable bleachers with an aluminum style

portable bleacher. The request was to purchase the same style & size as last year. Fairgrounds Keeper M. Kelly obtained two quotes for the bleachers. A third vendor was contacted but did not have the same style bleacher. Quotes were as follows: Kay Park Recreations for \$50,525.50; & Speedy Bleacher for \$54,315.95. J. Forss further explained that there was no certainty that even if ordered today the bleachers would arrive before the end of the year so he also requested the 2019 funds be carried over to the 2020 Budget in the event they did not arrive in time. Motion by S. Bjork/J. Kosin to approve purchase of bleachers from Kay Park Recreations in the amount of \$50,525.50 from Fair Capital Improvement & forward request to Finance & Personnel Committee to carry forward the 2019 funds to the 2020 Budget; motion carried unanimously.

13) Discuss / Take action on the purchase of perimeter fencing for the Fairgrounds

For the past few years Fairgrounds staff has been replacing approx. 400 ft. of perimeter fencing around the Fairgrounds. The request was to purchase the materials for the same amount this year. M. Kelly indicated that staff was involved in several other projects this year & the fencing has not yet been installed, but he suggested the materials be purchased & the fence could be installed in the spring. Quotes for materials were as follows: Best Built Fence Co. for \$6,444.50; Fence-Material.com for \$6,744.94; & Century Fence for \$7,220. Motion by D. Auckland/S. Bjork to approve purchase of fencing materials from Best Built Fence Co. in the amount of \$6,444.50; motion carried unanimously.

14) Discuss / Take action on elevator maintenance contracts

J. Forss explained that the County currently has elevators in three buildings, the Courthouse, PCOB, & Law Enforcement Facility. They are currently be serviced by two different vendors. He informed Committee that he received quotes for a two & five year contract, adding that he is suggesting a five year contract. Motion by S. Bjork/D. Auckland to approve five year contract with Kone Elevator Service for the three elevators in Courthouse, PCOB, & Law Enforcement Facility in the amount of \$465/month, contingent upon approval of contract from Corporation Counsel; motion carried unanimously.

15) Discuss / Take action on the purchase of 12' snow plow box for snow removal

J. Forss indicated that he researched getting a larger plow for the large loader acquired earlier from the military to gain some time & efficiency during snow removal seasons. He obtained three prices for a more heavily built plow, received two prices for a Boss Box Plow & one Yeti Box Plow. They were as follows: Ellsworth Ford-Boss Plow for \$5,895; Hay Creek Lawn Care-Boss Plow for \$6,177; & Yeti Plow (factory direct) for \$3,550. Motion by J. Kosin/S. Bjork to approve purchase of box plow from Yeti Snow Pushers in the amount of \$3,550; motion carried unanimously.

16) Fair Groundskeeper report

M. Kelly submitted written report & gave oral review of monthly activities that was accepted by the Committee.

17) Maintenance Supervisor report

J. Forss submitted written report & gave oral review of monthly activities that was accepted by the Committee.

18) Future Agenda Items

• Space needs

19) Next Meeting Date

Next regular meeting set for Dec. 10th, 2019 at 4:00 a.m.; County Board Room.

20) Adjournment

Meeting adjourned at 12:55 p.m. by motion of S. Bjork/J. Kosin; motion carried unanimously.

Pierce County losses

				•	•	Anticipated Final Claim
Structure	Number ·	Contractor Estimate	Depreciation (Age)	ACV	Age for ACV	Expense
4H Food Stand	Building #22	\$9,958.00	\$7,212.75	\$2,745.25	over 15	\$2,745.25
Beldenville	Building # 40	\$20,670.00	\$7,392.73	\$13,277.27	over 15	\$13,277.27
Blue Barn	Building # 33	\$77,758.00	\$38,294.14	\$39,463.86	over 15	\$39,463.86
Can Shed	Building #15	\$1,494.00	\$537.58	\$956.42	over 15	\$956.42
Cattle Arena	Building #34	\$110,855.00	\$44,039.44	\$68,815.56	over 15	\$68,815.56
Dog Shed	Building #36	\$1,114.00	\$707.19	\$405.81	over 15	\$406.81
Drewiski Barn	Building #35	\$72,618.00	\$25,570.45	\$47,047.55	over 15	\$47,047.55
First Aid Building	Building # 5	\$3,442.50	\$1,323.86	\$2,118.64	over 15	\$2,118.64
Frier Schoolhouse	Building #14	\$15,407.00	\$6,491.20	\$8,915.80	over 15	\$8,915.80
Home EC Building	Building # 21	\$33,238.00	\$14,434.00	\$18,803.00	over 15	\$18,803.00
Horse Barn	Building # 2	\$65,358.00	\$42,413.46	\$22,944.54	over 15	\$22,944.54
Maintenance Building	Building # 28	\$12,271.75	\$3,780.36	\$8,491.39	over 15	\$8,491.39
Milk House	Building # 32	\$11,298.50	\$4,940.79	\$6,357.71	over 15	<u>\$</u> 6,357.71
Pierce County Food Stand	Building #9	\$6,550.00	\$3,957.97	\$2,592.03	over 15	\$2,545.86
Rabbit/Poultry Building	Building # 29	\$23,082.00	\$13,306.39	\$9,775.61	over 15	\$9,775.61
Totals:		\$465,114.75	<u>\$212,403.31</u>	\$252,711.44		\$252,711.44
Seyforth Building	Building #4	\$80,624.50		Amount covered by insurance \$40,469.50		Amount needed form upgraded foam instalaltion. \$40,155.00
/		755,524,50		4,		

Grand Total Needed for all the roofs replaced plus the Seyforth Building upgrade; \$252,558.31

Pierce County Buildings Roofs

	THE COUNTY DUTIES
Build#	<u>Name</u>
#1	Grandstand
#2	Horse Barn
#3	Kenny Hines Memorial
#4	Seyforth
#5	First Aid
#8	Green White Electrical
#9	Plerce County Foodstand
#11	Dump Station
#12	Tan Restrooms
#13	Senior Citizens
#14	Frier Schoolhouse
#15	Can Shed
#16	Gazebo
#17	Picnic Shelter
#20	Electrical Green white Seyf
#21	Home Ec
#22	4H foodstand
#23	Round Barn
#25	Rb Milhouse/ breakroom
#26	Electrical intercom
#28	Maitenance
#29	Rabilt/poultry
#30	Horse announcing stand
#31	Silver barn
#32	Milkhouse
#33	Blue barn
#34	Arena barn
#35	Drewiski
#36	Dog shed
#37	Shaving shed
#40	Beldenville old car club
#41	Livestock auction bldg
	Courthouse
#44	PC Office Building
#43	Solid Waste

Bruce Andrews Seamless Gutters, LLC **Contracting Service Agreement** Date: 07/24/2019 Customer Representative: Jeremy Andrews Name: Pierce County Fairgrounds C/O Jerry Forss Address: PO BOX 39 Address: 428 West Grove Street City, State and Zip: Bay City WI 54723 City, State and Zip: Ellsworth, WI 54011 Tele: 715-308-5875-Cell / 715-448-2200-Office Tele: 715-273-6875

Protect building and landscape as much as possible check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #28--Maintenance Building **BA Seamless Provides all Permits **

Installation of:

Roofing......\$8,388.00

13.73 Sq. Pro Rib Steel Roofing

Siding: 6.4 Sq. Steel Siding....\$3,840.00 Extra Work Such as Painting are NOT Included But Can be Done as T&M If The Need Arises. We Will Notify The County of Any Issues.

82' Drip Edge 68' Rake Edge

Gutters:

41' Ridge Cap Tear Off

5'--5" Seamless Gutters,..\$43.75

At Signing: \$6,211.25 Completion; \$6,210.50

Dumpster Rental Equipment Rental

Contract Price: \$12,271,75

Payments:

Qualifications and conditions:

State color choice here-

Certificate by Customer

Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes Contractor to commence the Project.

Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.
- 2, Payment, Customer agrees to pay the Deposit upon execution of the Agreement and the balance of the Total Contract Price upon substantial completion of the Project, in the event of a default of the Agreement by customer, interest will accrue at the rate of 1.5 percent per month, Customer is required to pay all legal fees and costs contractor incurs to recover payment.
- 3. Customers Obligations. Customer agrees as follows:

(a) to select and all materials, colors designs and other selections as contractor may request forthwith upon Contractors request (b) to comply with the qualifications and conditions referred to above, if any,

4. Warranty by contractor. Contractor warrants that all work will be completed in a good and workmanlike manner, free in defects in workmanship for a period two (2) years. Customer sole remedy in the event that Contractors breaches this Warranty is to require Contractor to repair, or at Contractors sole option, replace any defective workmanship or materials. This warranty is the sole warranty provided by Contractor and replaces any warranty, express or implied, in law or equity. Umiliations on Hability, Contractors, Liability for any losses or damages suffered or incurred by customer as a result of performance buy contractor of its obligation under this Agreement shall be limited to the amount paid by customer under this Agreement. Under no circumstances shall contractor be liable for any damages caused to customer by reason of any delay in commencement or completion of the project, whether within or outside contractors control.

6. Regarding property and landscape, while efforts will be made to protect property and plants, there will always exist the possibility of some harm to plant, lawn, and trees, Large trucks may drup oil, scratch on in other ways harm drivervays, contactors will make efforts to prevent any damage, customer will not hold contractor responsible.

Contracting Service Agreement Bruce Andrews Seamless Gutters, LLC Date: 07/24/2019 Customer Name: Pierce County Fairgrounds C/O Jerry Forss Representative: Jeremy Andrews Address: PO BOX 39 Address: 428 West Grove Street City, State and Zip: Bay City WI 54723 City, State and Zip: Ellsworth, WI 54011 Tele: 715-308-5875-Cell / 715-448-2200-Office Tele: 715-273-6875 NEWS IN **BA Seamless Provides all Permits ** Protect building and landscape as much as possible check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #32--Milk House

Installation of:

Roofing......\$9,264.00

Gutters:

15.19 Sq. Pro Rib Steel Roofing

98'--5" Seamless Gutters....\$857.50

98' Drip Edge

36'--3x4 Downspouts.....\$279.00

64' Rake Edge 49' Ridge Cap

Window/Door Wraps:

Tear Off Dumpster Rental Equipment Rental

2 Each--Window Wraps----\$398.00 2 Each--Door Wraps-----\$500.00 Extra Work Such as Painting are NOT Included But Can be Done as T&M If The Need Arises. We Will Notify The County of Any Issues.

At Signing: \$5,649.25 Completion: \$5,649.25

Contract Price: \$11,298.50 Payments:

Qualifications and conditions:

Certificate by Customer

State color choice here-

Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes Contractor to commence the Project.

Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.
- 2. Payment...Customer agrees to pay the Deposit upon execution of the Agreement and the balance of the Total Contract Price upon substantial completion of the Project. In the event of a default of the Agreement by customer, interest will accrue at the rate of 1.5 percent per month. Customer is required to pay all legal fees and costs contractor incurs to recover payment.
- 3. Customers Obligations. Customer agrees as follows:

(a) to select and all materials, colors designs and other selections as contractor may request forthwith upon Contractors request (b) to comply with the qualifications and conditions referred to above, if any.

4. Warranty by contractor. Contractor warrants that all work will be completed in a good and workmanflike manner, free in defects in workmanship for a period two (2) years. Customer sole remedy in the event that Contractors breaches this Warranty is to require Contractor to repair, or at Contractors sole option, replace any defective workmanship or materials. This warranty is the sole warranty provided by Contractor and replaces any warranty, expiess or implied, in law or equilty. Limitations on Liability, Contractors, Liability for any losses or damages suffered or incurred by customer as a result of performance buy contractor of its obligation under this Agreement shall be limited to the amount paid by customer under this Agreement. Under no circumstances shall contractor be liable for any damages caused to customer by reason of any delay in commencement or completion of the project, whether within or outside contractors control.

6. Regarding property and landscape, while efforts will be made to protect property and plants, there will always exist the possibility of some harm to plant, lawn, and trees, Large trucks may drip oil, scratch on in other ways harm driveways, contactors will make efforts to prevent any damage, customer will not hold contractor responsible.

Bruce Andrews Seamless Gutters, LLC **Contracting Service Agreement** Date: 07/24/2019 Customer Name: Pierce County Fairgrounds C/O Jerry Forss Representative: Jeremy Andrews Address: 428 West Grove Street Address: PO BOX 39 City, State and Zip: Bay City WI 54723 City, State and Zip: Ellsworth, WI 54011 Tele: 715-273-6875 Tele: 715-308-5875-Cell / 715-448-2200-Office

Protect building and landscape as much as possible

cheek to make sure all roof deck is sound. Tear Off and Replacement

(Rotten Wood or Decking may be additionally charged if needed)

Installation Project Scope: Building #9--Pierce County Food Stand

Installation of:

Roofing

16 Sq. IKO Cambridge Shingles

78' Drip Edge 72' Rake Edge 39' Ridge Cap

Remove and Replace Old Power Boot

Tear Off

Dumpster Rental Equipment Rental Extra Work Such as Painting are NOT

**BA Seamless Provides all Permits **

Included But Can be Done as T&M If The Need Arises. We Will Notify The County of

Any Issues.

At Signing: \$3,275.00 Completion: \$3,275.00

Contract Price: \$6,550.00 Payments:

Oualifications and conditions:

State color choice here-- TBD

Certificate by Customer

of Allender (1915) of the B Market (1915) of the Commission of the Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes Contractor to commence the Project.

Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this
- 2. Payment. Customer agrees to pay the Deposit upon execution of the Agreement and the balance of the Total Contract Price upon substantial completion of the Project. In the event of a default of the Agreement by customer, interest will accrue at the rate of 1.5 percent per month. Customer is required to pay all legal fees and costs contractor incurs to recover payment.
- 3. Customers Obligations, Customer agrees as follows:
 - (a) to select and all materials, colors designs and other selections as contractor may request forthwith upon Contractors request (b) to comply with the qualifications and conditions referred to above, if any,
- 4. Warranty by contractor. Contractor warrants that all work will be completed in a good and workmanlike manner, free in defects in workmanship for a period two (2) years. Customer sole remedy in the event that Contractors breaches this Warranty is to require Contractor to repair, or at Contractors sole option, replace any defective workmanship or materials. This warranty is the sole warranty provided by Contractor and replaces any warranty, express or implied, in law or equity. Limitations on Liability, Contractors, Liability for any losses or damages suffered or incurred by customer as a result of performance buy contractor of its obligation under this Agreement shall be limited to the amount paid by customer under this Agreement. Under no circumstances shall contractor be liable for any damages caused to customer by reason of any delay in commencement or completion of the project, whether within or outside contractors control. 6. Regarding property and landscape, while efforts will be made to protect property and plants, there will always exist the possibility of some harm to plant, lawn, and trees, Large trucks may drip oil, scratch on in other ways harm driveways, contactors will make efforts to prevent any damage, customer will not hold contractor responsible.

Contracting Service Agreement Bruce Andrews Seamless Gutters, LLC Date: 07/24/2019 Customer Name: Pierce County Fairgrounds C/O Jerry Forss Representative: Jeremy Andrews Address: 428 West Grove Street Address: PO BOX 39 City, State and Zip: Ellsworth, WI 54011 City, State and Zip: Bay City WI 54723 Tele: 715-273-6875 Tele: 715-308-5875-Cell / 715-448-2200-Office **#A Spamless Provides all Permits ** Protect building and landscape as much as possible check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #29--Rabbit/Poultry Building Installation of: Extra Work Such as Painting are NOT

Roofing 38.22 Sq. Pro Rib Steel Roofing 182' Drip Edge 84' Rake Edge 91' Ridge Cap Tear Off Dumpster Rental Extra Work Such as Painting are NOT Included But Can be Done as T&M If The Need Arises. We Will Notify The County of Any Issues.

At Signing: \$11,541.00 Completion: \$11,541.00

Contract Price: \$23,082.00 Payments:

Qualifications and conditions:

State color choice here--

Certificate by Gustomer

Equipment Rental

Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes

Contractor to commence the Project,

Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.
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- 3. Customers Obligations. Customer agrees as follows:

(a) to select and all materials, colors designs and other selections as contractor may request forthwith upon Contractors request (b) to comply with the qualifications and conditions referred to above, if any.

4. Warranty by contractor. Contractor warrants that all work will be completed in a good and workmanlike manner, free in defects in workmanship for a period two (2) years. Customer sole remedy in the event that Contractors breaches this Warranty is to require Contractor to repair, or at Contractors sole option, replace any defective workmanship or materials. This warranty is the sole warranty provided by Contractor and replaces any warranty, express or implied, in law or equity. Itimitations on Liability, Contractors, Liability for any losses or damages suffered or incurred by customer as a result of performance buy contractor of its obligation under this Agreement shall be limited to the amount paid by customer under this Agreement. Under no circumstances shall contractor be liable for any damages caused to customer by reason of any delay in commencement or completion of the project, whether within or outside contractors control.

6. Regarding property and landscape, while efforts will be made to protect property and plants, there will always exist the possibility of some harm to plant, lawn, and trees, Large trucks may drip oil, scratch on in other ways harm driveways, contactors will make efforts to prevent any damage, customer will not hold contractor responsible.

Contracting Service Agreement Bruce Andrews Seamless Gutters, LLC Date: 07/24/2019 Customer Name: Pierce County Fairgrounds C/O Jerry Forss Representative: Jeremy Andrews Address: PO BOX 39 Address: 428 West Grove Street City, State and Zip: Ellsworth, WI 54011 City, State and Zip: Bay City WI 54723 Tele: 715-308-5875-Cell / 715-448-2200-Office Tele: 715-273-6875 Protect building and landscape as much as possible **BA Seamless Provides all Permits * check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Institution Project Scope: Building #5--First Aid Building Extra Work Such as Painting are NOT Installation of: included But Can be Done as T&M if The Gutters: Roofing......\$3,390.00 Need Arises. We Will Notify The County 6'--5" Seamless Gutters......\$52.50 8.1 Sq. IKO Cambridge Shingles of Any Issues, 54' Drip Edge 60' Rake Edge 27' Ridge Cap Tear Off At Signing: \$1,721.25 **Dumpster Rental** Completion: \$1,721.25 **Equipment Rental**

Contract Price: \$3,442.50

Payments:

Qualifications and conditions:

State color choice here - TBD

Certificate by Customer

Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes Contractor to commence the Project.

Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature;
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this
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Bruce Andrews Seamless Gutters, LLC		Contra	Contracting Service Agreement		
		Date: (07/24/2019		
		Custon	ien in the second of the secon		
Representative:	Jeremy Andrews	Name: I	Pierce County Fairgrounds C/O Jerry Forss		
Address: PO B	OX 39	Address	s: 428 West Grove Street		
City, State and Zip: Bay City WI 54723		City, State and Zip: Ellsworth, WI 54011			
Tele: 715-308-5875-Cell / 715-448-2200-Office		Tele: 7	15-273-6875		
check to make sure (Rotten Wood or	d landscape as much as possible all roof deck is sound. Tear Off and Replacement Decking may be additionally charged if needed) Scope: Building #14School House Bu	ilding	**BA Seamless Provides all Parmits **		
Installation of:	Roofing 19 Sq. Pro Rib Steel Roofing 88' Drip Edge 78' Rake Edge		Extra Work Such as Painting are NOT Included But Can be Done as T&M If The Need Arises. We Will Notify The County of Any Issues.		

Contract Price: \$15,407.00 Payments:

44' Ridge Cap Tear Off--3 Layers 19 Sq. OSB Decking

Dumpster Rental

Equipment Rental

Qualifications and conditions:

State color choice here-- Earth

At Signing: \$7,703.50

Completion: \$7,703.50

Certificate by Customer P

Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes

Contractor to commence the Project.

Contractor Signing Information	Customer Signing Information.
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.
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6. Regarding property and landscape, while efforts will be made to protect property and plants, there will always exist the possibility of some harm to plant, lawn, and trees, large trucks may drip oil, scratch on in other ways harm driveways, contactors will make efforts to prevent any damage, customer will not hold contractor responsible.

Bruce Andrews Seamless Gutters, LLC	Contracting Service Agreement Date: 09/30/2019
	Customer
Representative: Jeremy Andrews	Name: Pierce County Fairgrounds C/O Jerry Forss
Address: PO BOX 39	Address: 428 West Grove Street
City, State and Zip: Bay City WI 54723	City, State and Zip: Ellsworth, WI 54011
Tele: 715-308-5875-Cell / 715-448-2200-Office	Tele: 715-273-6875

Protect building and landscape as much as possible

check to make sure all roof deck is sound. Tear Off and Replacement

(Rotten Wood or Decking may be additionally charged if needed)

Installation Project Scope: Building #21--Home Ec Buildling

Installation of:

Roofing: \$23,058.00

38.18 Sq. Pro Rib Steel Roofing

166' Drip Edge

92' Rake Edge 83' Ridge Cap

Tear Off

Dumpster Rental Equipment Rental Insulation:

2" Spray-In Insulation with Intumescent

Fire Paint-\$10,180.00

Extra Work Such as Painting are NOT Included But Can be Done as T&M If The Need Arises. We Will Notify The County of Any Issues.

**BA Seamless Provides all Permits **

At Signing: \$16,619.00 Completion: \$16,619.00

Contract Price: \$33,238.00 Payments:

Qualifications and conditions:

_ State color choice here--

Certificate by Customer

Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes

Contractor to commence the Project.

· · · · · · · · · · · · · · · · · · ·	
Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.
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Bruce Andrews Seamless Gutters, LLC **Contracting Service Agreement** Date: 07/24/2019 Customer Representative: Jeremy Andrews Name: Pierce County Fairgrounds C/O Jerry Forss Address: PO BOX 39 Address: 428 West Grove Street City, State and Zip: Bay City WI 54723 City, State and Zip: Ellsworth, WI 54011 Tele: 715-308-5875-Cell / 715-448-2200-Office Tele: 715-273-6875 Protect building and landscape as much as possible **BA Seamless Provides all Permits ** check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #2--Horse Barn Extra Work Such as Painting are NOT Installation of: Included But Can be Done as T&M If Roofing: The Need Arises. We Will Notify The 108.68 Sq. Pro Rib Steel Roofing County of Any Issues. 286' Drip Edge 152' Rake Edge 143' Ridge Cap Tear Off At Signing: \$32,679.00 **Dumpster Rental** Equipment Rental Completion: \$32,679.00 Contract Price: \$65,358.00 Payments: Qualifications and conditions: State color choice here - TBD Certificate by Customer Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes Contractor to commence the Project. Contractor Signing Information Customer Signing Information Authorized signature: Jeremy Andrews Signature: Date of Signing: Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.
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Bruce Andrews Seamless Gutters, LLC **Contracting Service Agreement** Date: 07/24/2019 Customer Representative: Jeremy Andrews Name: Pierce County Fairgrounds C/O Jerry Forss Address: PO BOX 39 Address: 428 West Grove Street City, State and Zip: Bay City WI 54723 City, State and Zip: Ellsworth, WI 54011 Tele: 715-308-5875-Cell / 715-448-2200-Office Tele: 715-273-6875

Protect building and landscape as much as possible check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #36--Dog Shed

**BA Seamless Provides all Permits **

Installation of:

Roofing

2.41 Sq. IKO Cambridge Shingles

42' Drip Edge

24' Rake Edge

21' Ridge Cap

Tear Off

Dumpster Rental Equipment Rental Extra Work Such as Painting are NOT Included But Can be Done as T&M If The Need Arises. We Will Notify The County of Any Issues.

> At Signing: \$557.00 Completion: \$557.00

Contract Price: \$1,114.00 Payments:

Qualifications and conditions:

State color choice here--

Cerrificate by Customer

Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes

Contractor to commence the Project.

Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this
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and trees, Large trucks may drip oil, scratch on in other ways harm driveways, contactors will make efforts to prevent any damage, customer will not hold contractor responsible.

Bruce Andrews Seamless Gutters, LLC Contracting Service Agreement Date: 07/24/2019 Customer Representative: Jeremy Andrews Name: Pierce County Fairgrounds C/O Jerry Forss Address: PO BOX 39 Address: 428 West Grove Street City, State and Zip: Bay City WI 54723 City, State and Zip: Ellsworth, WI 54011 Tele: 715-308-5875-Cell / 715-448-2200-Office Tele: 715-273-6875 Protect building and landscape as much as possible **BA Seamless Provides all Permits ** check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #34--Cattle Arena Extra Work Such as Painting are NOT Installation of: Included But Can be Done as T&M If The Roofing......\$110,430.00 Need Arises. We Will Notify The County 138.80 Sq. Pro Rib Steel Roofing 20'--5" Seamless Gutters...\$175.00 of Any Issues. 318' Drip Edge Door Awning---\$250.00 236' Rake Edge 159' Ridge Cap 318' Transition Tear Off At Signing: \$55,427.50 **Dumpster Rental** Completion: \$55,427.50 Contract Price: \$110,855,00 Payments: Qualifications and conditions: State color choice here-Certificate by Customer Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes Contractor to commence the Project.

Authorized signature: Jeremy Andrews Signature:

Date of Signing: Date of Signing:

1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this

Contractor Signing Information Customer Signing Information.

1. Contracting Services. Contractor agrees to complete the A Project in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of inaterial or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.

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Bruce Andrews Seamless Gutters, LLC		acting Service Agreement : 07/24/2019	
	Custor	men	
Representative: Jeremy Andrews	Name:	: Pierce County Fairgrounds C/O Jerry Forss	
Address: PO BOX 39	Address; 428 West Grove Street		
City, State and Zip: Bay City WI 54723	City, S	City, State and Zip: Ellsworth, WI 54011	
Tele: 715-308-5875-Cell / 715-448-2200-Office	Tele:	715-273-6875	
Protect building and landscape as much as possible check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #15Can Shed		**BA Seamless Provides all Permits **	
Installation of: Roofing 2,24 Sq. Pro Rib Steel Roofing 32' Drip Edge 28' Rake Edge 16' Ridge Cap Tear Off Dumpster Rental Equipment Rental		Extra Work Such as Painting are NOT Included But Can be Done as T&M If The Need Arises. We Will Notlfy The County of Any Issues, At Signing: \$747.00 Completion: \$747.00	
Contract Price: \$1,494.00	Paymen	its:	
Qualifications and conditions: Certificate by Customer		color choice here Earth	
Customer hereby certifies that he or she has read this Agreeme below and on the reverse, if applicable, and that the customers Contractor to commence the Project.			
Contractor Signing Information	Custor	omer Signing Information	
Authorized signature: Jeremy Andrews	Signat	Signature:	
Date of Signing:	Date of Signing;		

- extra cost of material ar labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.
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Contracting Service Agreement Bruce Andrews Seamless Gutters, LLC Date: 07/24/2019 Customer Name: Pierce County Fairgrounds C/O Jerry Forss Representative: Jeremy Andrews Address: 428 West Grove Street Address: PO BOX 39 City, State and Zip: Ellsworth, WI 54011 City, State and Zip: Bay City WI 54723 Tele: 715-273-6875 Tele: 715-308-5875-Cell / 715-448-2200-Office **BA Seamless Provides all Permits ** Protect building and landscape as much as possible check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed)

Installation of:

Roofing......\$42,258.00

70.18 Sq. Pro Rib Steel Roofing

242' Drip Edge 116' Rake Edge

121' Ridge Cap Tear Off

Dumpster Rental Equipment Rental Siding:

58 Sq. Pro Rib Steel Siding...\$34,800.00

Door Replacement:

2 Each--Entry Door Replacement..\$700.00

Extra Work Such as Painting are NOT Included But Can be Done as T&M If The Need Arises. We Will Notify The County of Any Issues.

At Signing: \$38,879.00 Completion: \$38,879.00

Contract Price: \$77,758.00

Installation Project Scope: Building #33--Blue Barn

Qualifications and conditions:

Certificate by Customer

State color choice here--

Payments:

Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes Contractor to commence the Project.

Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

- 1. Contracting Services. Contractor agrees to complete the A Project In a good and workmanlike manner, in accordance with the terms and conditions of this Agreement, and subject to compliance by Customer with its obligations under the Agreement. Any alterations or deviation from the above Specification involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. The customer will be responsible for all additional costs and the time for work due to concealed conditions. Contractor will not be responsible for any work outside of this agreement.
- 2. Payment, Customer agrees to pay the Deposit upon execution of the Agreement and the balance of the Total Contract Price upon substantial completion of the Project. In the event of a default of the Agreement by customer, interest will accrue at the rate of 1.5 percent per month. Customer is required to pay all legal fees and costs contractor incurs to recover payment.
- 3. Customers Obligations. Customer agrees as follows:

(a) to select and all materials, colors designs and other selections as contractor may request furthwith upon Cont ractors request

(b) to comply with the qualifications and conditions referred to above, if any,

4. Warranty by contractor. Contractor warrants that all work will be completed in a good and workmanlike manner, free in defects in workmanship for a period two (2) years. Customer sole remedy in the event that Contractors breaches this Warranty is to require Contractor to repair, or at Contractors sole option, replace any defective workmanship or materials. This warranty is the sole warranty provided by Contractor and replaces any warranty, express or implied, in law or equity. Limitations on Liability, Contractors, Liability for any losses or damages suffered or incurred by customer as a result of performance buy contractor of its obligation under inis Agreement shall be limited to the amount paid by customer under this Agreement. Under no circumstances shall contractor be liable for any damages caused to customer by reason of any delay in commencement or completion of the project, whether within or outside contractors control.

6. Regarding property and landscape, while efforts will be made to protect property and plants, there will always exist the possibility of some harm to plant, lawn, and trees, large trucks may drip oil, scratch on in other ways harm driveways, contactors will make efforts to prevent any damage, customer will not hold contractor responsible.

Bruce Andrews Seamless Gutters, LLC **Contracting Service Agreement** Date: 07/24/2019 Customer Representative: Jeremy Andrews Name: Pierce County Fairgrounds C/O Jerry Forss Address: PO BOX 39 Address: 428 West Grove Street City, State and Zip: Bay City WI 54723 City, State and Zip: Ellsworth, WI 54011 Tele: 715-308-5875-Cell / 715-448-2200-Office Tele: 715-273-6875

Protect building and landscape as much as possible check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #40--Beldenville OCC Installation of:

**BA Seamless Provides all Permits **

Roofing

34.2 Sq. Pro Rib Steel Roofing

114' Drip Edge

112' Rake Edge

57' Ridge Cap

Tear Off

Dumpster Rental Equipment Rental Extra Work Such as Painting are NOT included But Can be Done as T&M If The Need Arises. We Will Notify The County of Any Issues.

> At Signing: \$10,335.00 Completion: \$10,335.00

Contract Price: \$20,670.00

Qualifications and conditions:

Certificate by Customer

State color choice here--

Payments:

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Contractor Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

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Bruce Andrews Seamless Gutters, LLC **Contracting Service Agreement** Date: 07/24/2019 Customer Representative: Jeremy Andrews Name: Pierce County Fairgrounds C/O Jerry Forss. Address: PO BOX 39 Address: 428 West Grove Street City, State and Zip: Bay City WI 54723 City, State and Zip: Ellsworth, WI 54011 Tele: 715-308-5875-Cell / 715-448-2200-Office Tele: 715-273-6875 34.75 E **BA Seamless Provides all Permits ** Protect building and landscape as much as possible check to make sure all roof deck is sound. Tear Off and Replacement (Rotten Wood or Decking may be additionally charged if needed) Installation Project Scope: Building #22--4-H Food Stand Extra Work Such as Painting are Installation of: NOT Included But Can be Done as T&M If The Need Arises. We **Gutters:** Roofing......\$9,510.00 Will Notify The County of Any 56'--5" Seamless Gutters....\$448.00 23.40 Sq. IKO Cambridge Shingles

112' Drip Edge

80' Rake Edge 56' Ridge Cap Tear Off

Dumpster Rental Equipment Rental Reuse Existing Downspouts

At Signing: \$4,979.00 Completion: \$4,979.00

Contract Price: \$9,958.00 Payments:

Qualifications, and conditions:

Certificate by Customers

State color choice here--

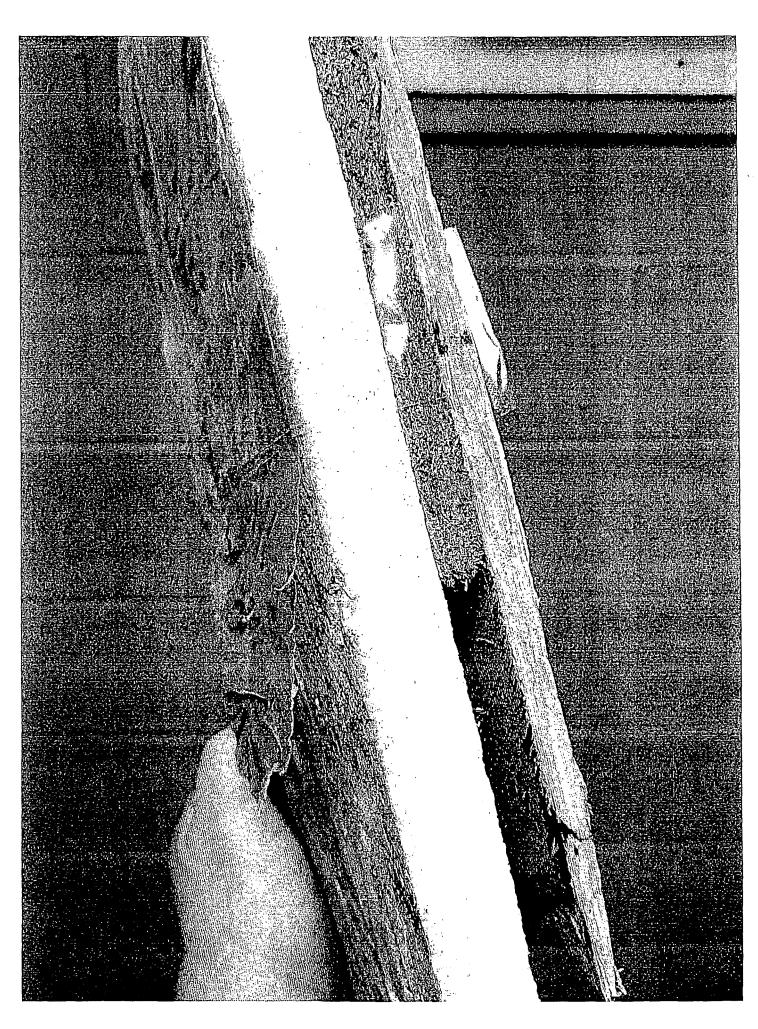
Customer hereby certifies that he or she has read this Agreement, Including The Terms and Conditions below and on the reverse, if applicable, and that the customers understand the same and hereby authorizes Contractor to commence the Project.

Contractor/Signing Information	Customer Signing Information
Authorized signature: Jeremy Andrews	Signature:
Date of Signing:	Date of Signing:

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7a.

Ordinances for First Reading:

Ordinance No. 19-03 Amend Chapter 172, Section 172-15(B) of the Pierce County Code – Parks and Recreation

ORDINANCE NO. 19-03 Amend Chapter 172, Section 172-15(B) of the Pierce County Code – Parks and Recreation

PIERCE COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That Chapter 172, Section 172-15(B) of the Pierce County Code is hereby revised as follows:

- § 172-15 All-terrain vehicles and routes.
- B. Designation of all-terrain vehicle routes. The following routes are designated all-terrain vehicle routes in the County.
 - (1) In the Town of El Paso, the portion of County Road N from 650th Avenue to County Road G to 425th Street.
 - (2) In the Town of El Paso, from the intersection of County Road N and G to W4277 County Road G.
 - (3) In the Town of Spring Lake, CTH B, from 770th Avenue and County Road B, east on County Road B to STH 128 and 770th Avenue.
 - (4) In the Village of Spring Valley, CTH B, from a point 1800 feet west of the intersection of CTH B and Newman Avenue, to the intersection of CTH B and Newman Avenue, south to the intersection of CTH B and Akers Street, east to the intersection of CTH B and McKay Avenue.
 - (5) In the Town of Spring Lake, on County Road P from 50th Street south to the north Village of Elmwood village limits.
 - (6) In the Village of Elmwood, on County Road P from the north village limits to the south village limits.
 - (7) In the Town of Rock Elm, on County Road P from the south Village of Elmwood village limits to 70th Street.
 - (8) In the Town of Rock Elm, on CTH S from 70th Street to 430th Avenue/CTH X.
 - (9) In the Town of Rock Elm, on CTH HH from CTH CC to 450th Avenue.
 - (10) In the Town of Trenton, on CTH VV from 230^{th} Avenue to 185^{th} Avenue.
 - (11) In the Town of Ellsworth, on CTH N from 610th Street to US Highway 63.
 - (12) In the Town of Hartland, on CTH V from 610^{th} Street to 620^{th} Street.
 - (13) In the Town of Union, on CTH S from 130th Street to 330th Avenue.
 - (14) In the Village of Plum City, on CTH S from Birch Avenue to CTH U.
 - (15) In the Town of Salem, on CTH A from 270th Avenue to 385th Street.
 - (16) In the Town of Trimbelle, on CTH O from 480th Avenue to US Highway 10.

- (17) In the Town of Rock Elm, on CTH X from CTH S to 30th Street.
- (18) In the Town of Hartland, on CTH EE from CTH D to 210th Avenue.
- (19) In the Town of Union, on CTH ZZ from CTH Z to 370th Avenue.
- (20) In the Town of Union, on CTH Z from 30th Street to the Pierce/Pepin County Line.

SECTION 2: That this Ordinance shall become effective upon its adoption and publication as required by law.

Dated: January 28, 2020.	
	Jeffrey A. Holst, Chair
	Pierce County Board of Supervisors
ATTESTED TO BY:	APPROVED AS TO FORM AND LEGALITY BY:
Jamia Fayankalm Caynty Clauls	Duodlay D. Layymanaa Cam Cayngal
Jamie Feuerhelm, County Clerk	Bradley D. Lawrence, Corp. Counsel
Adopted:	HOL

9a.

Appointments:

Community Development ADHOC Committee:

Mary Able, Will Schroeder, David
Murphy



Committee Appointments

1 message

Jason Matthys <jmatthys@co.pierce.wi.us>

Tue, Jan 21, 2020 at 3:49 PM

To: Jamie Feuerhelm <jamie.feuerhelm@co.pierce.wi.us> Cc: Brad Lawrence <brad.lawrence@co.pierce.wi.us>

Jamie,

The individuals named below are willing to be appointed to the **Community Development ADHOC Committee**. Please add this to the agenda of the County Board Meeting this month for appointments. The term of the appointment will be the duration of successfully closing the program and project(s) or 3yrs.

Mary Able Will Schroeder David Murphy

Jason Matthys
Administrative Coordinator
412 W. Kinne St. PO Box 119
Ellsworth, WI 54011
Phone:715-273-6851 option 3
Internal Extension: 6429
Email: jmatthys@co.pierce.wi.us

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