

**PIERCE COUNTY
BUILDING COMMITTEE MEETING AGENDA
Tuesday, December 10, 2019 – 4:00 p.m.
Courthouse - County Board Room; 414 W. Main St. – Ellsworth, WI**

#	Action	Presenter
1.	Call to order 1a) Establish quorum 1b) Committee will receive public comment not related to agenda items	Chair
2.	Establish and adopt agenda.	Members
3.	Approve minutes of the November 12, 2019 meeting	Members
4.	Discuss space needs	Forss
5.	Discuss the use of the vacated patrol room in the Annex for county employee wellness/exercise	Matthys
6.	Discuss / Take action on elevator maintenance contracts	Forss
7.	Discuss / Take action on the Round Barn repair agreement	Forss
8.	Discuss / Take action on funds to pay the \$4,500 insurance deductible for hail damaged roof replacement projects	Forss
9.	Discuss / Take action on declaring equipment and materials excess	Forss
10.	Discuss / Take action on placing excess equipment and materials on WI Surplus Auction	Forss
11.	Discuss the progress of the roof replacement project	Forss
12.	Fairgrounds Keeper Report	Kelly
13.	Maintenance Supervisors' Report	Forss
14.	Future Agenda Items	Members
15.	Next Meeting Date (2 nd Tuesday: Jan. 14th)	Members
16.	Adjourn	Members

A quorum of county board supervisors may be present.

12/05/19 cjk

**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:

Scott Bjork District #7
Dale Auckland District #12
Dan Reis District #13
Jerry Kosin District #15

Mike Kahlow District #6

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

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 combining 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) Discuss / Take action on the Maintenance Supervisor joining the Wisconsin Facility 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 managers 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.

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

12/10/19 BCM Packet Material

#4 – Space needs – I worked with HR Director, AC and IS Director to come up with a plan to repurpose spaces in the Public Health area for Human Services Employees. The needed office equipment changes are going to be done using equipment that is in storage or from vacated office areas of the Annex. This work will be done before Christmas. Work on Secured paper Storage continues. A storage space is almost completed for the Clerk's office and a temporary space for the D. A.'s office is ready to occupy. No other needs on my part at this time.

#5 – Administrator Coordinator Matthys will bring information to the meeting

#6 –Elevator maintenance contracts – I sent the proposal from the KONE Company for the 5 year service agreement that you selected last month to go with to the Corporation Council Office for review before it was signed. Corporation Council sent it back with some verbiage changes that KONE needs to make and also I was told it was not a valid contract because due to the dollar amount that a 5 year agreement makes, I didn't obtain the quotes through the advertising and sealed bid process. KONE is going to change this to a 4 year contract and change the needed verbiage. I will bring the updated information to the meeting for approval to reject the 5year proposal and except the 4 year.

#7 –Round Barn Repair Agreement – Between Me, the Administrator and Corporation Council, an agreement has been drafted for both parties to sign that covers the work that needs to be done in the Round Barn due to the water leakage. I will be looking for a motion to approve the agreement.

#8 –\$4,500 insurance deductible for hail damaged roof replacement project – The \$4,500 deductible has been deducted from the insurance money leaving that amount short of covering expenditures for the new roofs. This \$4,500 is included in the \$220,000 being asked for from the General Fund. But, for now I would ask to take that amount of money out of a Building Outlay Line Item of "Fairgrounds Improvements – 5-6-19 F&P Minutes." To cover costs with money being put back in this line item if the money is granted from the General Fund.

#9 –Declaring equipment and materials excess – Through the different office changes and building of the LEC, Maintenance has gained old office equipment and left over supplies from the construction of the LEC that will never be used and are just taking up space. I would ask that these items with using my best judgment of what is or isn't worth keeping be deemed excess equipment.

#10 –excess equipment and materials on the WI Surplus Auction – I am getting the old jail kitchen equipment ready for the auction and thought I might as well put any other excess items on it as well. I will be asking to be able to include other excess items on the WI Surplus Auction.

#11 – Discuss the progress of the roof replacement project – As most of you know the process for seeking funds from the General Fund is in progress and has made it through F&P and will be on the next County Board Meeting Agenda. The roofing company will be sending me paper work that stating that they will honor their prices for these roof projects. There was some questioning of that at the F&P Meeting. I will bring that information with me to the meeting. PCOB roof should begin replacement on the 9th of this month.

#7 Round Barn Agreement

PIERCE COUNTY WISCONSIN
OFFICE OF THE CORPORATION COUNSEL
PIERCE COUNTY COURTHOUSE
414 WEST MAIN STREET P.O. BOX 367
ELLSWORTH, WISCONSIN 54011
TELEPHONE: 715-273-6745
FAX: 715-273-6860



MEMO

To: Jerry Forss, Maintenance Supervisor
From: Jason M. Fey, Assistant Corporation Counsel *Jm Fey*
Re: KONE Agreement (Elevator Equipment Service Agreement)
Date: November 19, 2019

My first issue of concern is whether the statutory bidding and local policy for sealed bids was observed in this process. Your email to me with the enclosed proposed agreement and Building Committee Minutes does not identify that said Committee approved bid specifications or that the bidding process was used. The elevator is equipment; however, the elevator is a permanent fixture so attached to the County buildings it serves that in my opinion this is public work. Furthermore, the contracts are for services and repairs of the County building by and through its permanent elevator systems. If the public bidding statutes were not followed, then the proposed agreement is likely to be deemed null and void and could be found to have no effect, if challenged in court. If the sealed bidding method was used, then there is no concern from my end as then the proper procedure was used.

Next, you requested that I review the proposed KONE ("Kone") service agreement. Below are my observations.

1. Article 9 (Page 3 of 12). In the first paragraph, Kone makes the County responsible for supervising the use of the equipment, and "taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment." Apparently, Kone will not prepare any signage for the equipment, so the Maintenance Department will need to take appropriate steps for users of the elevators correctly.
2. Article 10 (Page 3 of 12). The last sentence provides that if the Maintenance Department does not promptly notify Kone of an injury or accident in or about the equipment, then any indemnity provided by Kone is null and void. The contract does not define the term promptly. I would recommend you notify Kone of any injury, accident, or other safety hazard, verbally, to Kone within 24 hours of being made aware of the issue.

3. Article 11 (Page 4 of 12). Section B of this Article may very well violate the statutory bidding rules or local policy regarding the bidding of public work projects depending on the cost of the services being purchased by the County. First, the County allowing Kone to submit a quote or bid is not a problem. Second, however, the contract clause that allows Kone to "meet any offer from a third party" would violate the public bidding laws. The idea of the public bidding laws is to give every vendor a fair opportunity to give their lowest bid and this notion of a right to match the lowest bid undercuts any fairness to the process. I'd recommend removing Section B of Article 11. Plus, please take notice that if we use a vendor other than Kone, then Kone reserves the right to change the price of this Agreement unilaterally. Such a clause is extremely problematic as the Maintenance Department would have no price control and it could cause a budget problem for said Department.
4. Article 1 (Page 5 of 12). In Section A of Article 1, the service contract is for 5 years and the County cannot cancel the contract for any reason whatsoever. Therefore, if there is a budgeting issue and no monies appropriated for this contract, the County cannot cancel without being in breach of contract.

Additionally, there is a 5 year automatic renewal clause. You will need to carefully tickle the Maintenance Department calendar for purposes of scheduling a Building Committee meeting and giving notice to terminate the Contract, if the Committee so decides. The Contract termination period is limited to 30 days, not less than 90 days and no more than 120 days before the expiration of the Contract (i.e. December 31, 2025). Notice of termination must be in writing and sent certified mail. Unless I'm missing something, there is no address in the Contract and that should be added as a term of this Contract. In other words, there should be an added clause what address for each parent to use for the other party to send notices.

Under Section B, if there is a breach of contract a 30 day period to cure the breach is required. If the breach is not cured within the 30 day period, the non-breaching party must give 15 days prior notice of termination.

Under Section C, if and when a party terminates the contract, the County must pay a \$500 decommissioning fee. Please be advised of this added expense. I recommend deleting this Section C of Article 1.

5. Article 2 (Page 5 of 12). If the County cancels the Contract inconsistent with the termination clause, then the County is penalized in the amount of 50% of all monies due under the balance of the term of the Agreement. Additionally, the County is responsible for all collection costs, including, without limitation, Kone's attorney fees.

I recommend deleting the penalty clause and the County's responsibility to pay for collection costs, including attorney fees.

6. Article 3 (Page 5 of 12). The Contract allows either party to assign this Contract with 30 days prior notice. I do not like this language. This clause should require the other

party's consent. In other words, each party should be able to rely upon the other party to do the work or own the property for the length of the term of the contract.

I recommend adding language that requires the other party to consent to an assignment before it is binding and effective.

7. Article 4 (Page 5 of 12). Please take notice that Kone can annually adjust the price terms unilaterally and without any recourse or ability to object by the County. So, the \$465 / month cost is not a set price for 5 years. It may be the same price each year, but there definitely no guarantee of a fixed price.

Also, because the term is locked for 5 years, we cannot terminate early without being penalized. The price adjustment is related to Kone's labor costs, which the County has no control over. The price adjustment also allows surcharges for fuel and other out-of-pockets expenses for Kone.

I recommend deleting Article 4.

8. Article 5 (Page 5 of 12). Please take notice that the County has 10 days to remit payment when invoiced. I have no clue whether this is a feasible turnaround time for the finance and treasurer departments, respectively. Kindly contract Julie Brickner and Kathy Fuchs if this timeline is acceptable.

I recommend a 30 day payment period. Plus, there is interest and charges that will be applied if we are untimely in paying an invoice. Also, again, the County is responsible for collection costs incurred by Kone, including, without limitation, attorney's fees. This clause should be stricken and removed.

9. Article 8 (Page 6 of 12). The County must indemnify, defend and hold harmless Kone (as well as Kone's assigns/subcontractors) from any negligence, willful misconduct or acts in performance of the agreement (Page 5). This paragraph must be removed. For instance, it is unconscionable and unreasonable that the County defend and hold Kone harmless, if a Kone employee shows up to the Courthouse drunk or high on drugs and drops a tool on somebody injuring him/her or runs a person over in the parking lot killing him/her.

I recommend a dual indemnification clause whereby each party will indemnify the other for each person's wrongful acts or negligence under the agreement. Then, each party is responsible for its employees and agents.

Also, Article 8 requires the County to add Kone as an additional insured to its liability / property insurance policy. You should contact Wanda Kinneman to discuss whether this is a good idea or even feasible. I think we can add contractors as an additional insured, but I thought I was told (a long time ago) there is a cost to adding vendors as additional insured. I would explore whether this is necessary or advisable with Aegis our insurer.

10. Article 9 (Page 6 of 12). Kone limits liability by the purchase price of the Contract. So, approximately \$25,000. If Kone is negligent and causes a major injury, death or damage to the County building, then \$25,000 isn't going to be sufficient liability coverage for negligent acts. I recommend deleting Section A.
11. Article 12 (Page 6 of 12). Kone has listed Rock Island County in Illinois as venue for contractual disputes. Neither Brad nor I are licensed to practice law in Illinois. I recommend removing this paragraph and replacing it with the following: "The laws of the State of Wisconsin control the terms of this Agreement. Venue for any action shall be in Pierce County Circuit Court, State of Wisconsin."
12. I would also like to observe that I do not object to the "Attachment A - Additional Terms and Conditions" provisions that were contracted for by and between Kone and Pierce County before in 2015. Those clauses fixed the objections I have with this Contract.

#12

FAIRGROUNDS REPORT FOR NOVEMBER 6- DECEMBER 4

- Weekly cleaning and daily vacuuming of Seyforth bldg.
- Help maintenance department with various projects
- Maintenance performed on plow tractor, ToolCat, and other snow equipment
- Had new tires installed on front of tractor
- Plowed campus lots and streets and salted as needed including sheriffs dept. on the Holiday
- Did some nail removal inside round barn to prep for painting next year
- Various groups used Seyforth building
- Check all outbuildings daily
- Made out my monthly report

Matt Kelly 12-04-2019

#13 Maintenance

Supervisors Report

November 6th – December 5th 2019

- Completed some cleaning and repairs for the Highway Dept.
- Completed some cleaning and repairs for the Courthouse, PCOB and the LEC.
- Worked on the PCOB and BB projects.
- Worked with the Fair on things.
- Blue Building cleaning and organizing.
- Worked on the roof projects.
- Got equipment ready for winter
- Been removing snow
- Completed many work orders
- 2137 days without time lost injuries has been accomplished.
- Prepared for this meeting

Jerry Forss 12-05-19