



Sawyer County

Agenda

Public Works Committee Meeting

Monday, March 28, 2022 @ 6:00 pm

Assembly Room/Virtual Meeting

Revised: Monday, March 28, 2022 8:32 AM

Page

1. CALL TO ORDER

- a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/97982898675>. You can also use the dial in number for listening only at 1-312-626-6799 with the Webinar ID: 979 8289 8675. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

4. MEETING AGENDA

5. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee on items not on the agenda. Please adhere to the following when addressing the Committee:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Committee as a whole and not directed to individual Committee members.
 - The Committee cannot respond to your comments during this time.
 - Please sign in and fill out a public comment sheet if you wish to speak on an item.

6. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

- a. [3.9.22 Public Works Minutes DRAFT](#)

7. COURTROOM REMODELING UPDATE

5 - 8

- a. Approve Guaranteed Maximum Price Amendment to Miron Construction's Contract (discussion and possible action)
[Sawyer Courthouse GMP amendment A133 PE 3.24.22](#)

9 - 11

- b. Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$2,071,395 for Courthouse Facilities (discussion only)
[Res 2022 - Authorizing Sale of \\$2,071,395 for Courthouse Facilities](#)

8. NORVADO PSC GRANT APPLICATION - ARPA REQUEST AMENDED (DISCUSSION AND POSSIBLE ACTION)

9. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS, OTHER MATTERS FOR DISCUSSION ONLY

DISCLAIMER:

A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's Office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

**Minutes of the March 9th meeting of the Sawyer County
Public Works Committee
Of the Sawyer County Board of Supervisors
Assembly Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: **Ron Kinsley**
- ☒ Marc Helwig – Vice Chair
- ☒ Ed Peters
- ☒ Dale Olson
- ☒ Brian Bisonette - Virtual

Others Present:

Tom Hoff
Mike Coleson
Lynn Fitch
Jane Schroeder
Mike Keefe

Others Present:

Derick Leslie
Gary Gedart
Linda Zillmer
Andrew Daniels

Call to Order – Chair Ron Kinsley called the meeting to order at 6:30 pm.

Certification of Compliance with the open meeting law was met. Roll Call was taken; quorum was met.

Meeting Agenda –

Public Comments – Linda Zillmer

Minutes from the previous meeting – A motion was made by Mr. Olson to approve the minutes of the February 9, 2022 meeting; second by Mr. Peters. Motion carried without negative vote.

Sawyer County Airport Report – A written report was provided. Mr. Leslie recognized Mr. Hoff for his work on the airport contracts and his guidance. Mr. Leslie reported on some key items in a proposed capital improvement plan, an informal document. He is working with Nate Dunston for potential training for emergency situations.

A Resolution Approving the Airport Master Plan Project Consultant Selection Process was presented for consideration. A motion was made by Mr. Helwig; second by Mr. Olson to approve the resolution and forward to County Board. Motion carried without negative vote.

Highway Commissioner's Report – A written report was provided. Mr. Gedart advised that both staff members who were on workmen's comp are now back working. Road bans will be placed at noon on March 17th. Bids will be opening for asphalt and pavement marking, and costs are expected to be high.

Mr. Gedart presented a letter from LCO requesting that consideration be made to install a roundabout at the corner of Hwy. B and K. No action taken at this time.

Maintenance Department Report – A written report was provided.

Courthouse Construction Update -- Mr. Hoff provided an update on the Oasis building remodeling. Tim Hagberg has been working with Veteran's Services and they will begin the move on March 10th. Mr. Keefe provided an overview of the Xcel easement draft. The easement has been reviewed by legal counsel. A motion was made by Mr. Helwig to approve the request to move forward with the easement and forward to County Board; second by Mr. Peters. Motion carried without negative vote.

At 7:10 pm a motion was made by Mr. Olson; second by Mr. Helwig to enter closed session pursuant to Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. A roll call vote was taken and passed 5 – 0 with "aye" votes from Kinsley, Helwig, Peters, Olson and Bisonette.

At 7:26 pm a motion was made by Mr. Olson; second by Mr. Helwig to enter open session. Motion carried without negative vote.

Meeting Date/Time – The next meeting of the Public Works Committee will be Wednesday, April 13, at 6:30 pm in the Assembly Room.

Meeting adjourned at 7:38 pm

Minutes recorded by Lynn Fitch, County Clerk

DRAFT

AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 24th day of March in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 25th day of May in the year 2021 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Sawyer Courthouse Addition & Remodeling Project, as generally identified in the Preliminary Design Documents
Hayward, WI 54843

THE OWNER:
(Name, legal status, and address)

Sawyer County
10610 Main Street
Hayward, WI 54843

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, WI 54956

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eight Million Six Hundred Eighteen Thousand Seven Hundred Forty-Six Dollars (\$8,618,746), subject to additions and deductions by Change Order as provided in the

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Contract Documents. All activities/items are considered lump sum value with the exception of the items identified in Article A.3.1.5.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Exhibit 1 Cost Summary

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
TPO in lieu of EPDM Roofing	(\$8,207)
Reduce roof insulation thickness to average R-value	(\$69,126)
Standard switches in lieu of lighting controls	(\$11,972)
Battery operated flush valves in lieu of wired	(\$1,493)
Foam rod expansion joint in lieu of specified expansion joints	(\$12,523)
VA building demolition only	\$17,399

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

Init.

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§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: July 29, 2023

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Exhibit 2

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Exhibit 3

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

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Title

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Asphalt Shingle Roofing	\$43,481
Seeding and Landscaping	\$10,000
Quality Requirements (Testing)	\$10,000
General Requirements	\$105,000
Building Permit	\$37,091
Construction Manager's Contingency	\$395,789

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

ARTICLE A.5 This Amendment dated the 24th day of March in the year 2022, is incorporated into the Agreement, as defined above. No term or condition of the Agreement or any other document relating to the Project shall be deemed modified by this Amendment except as expressly stated in this Amendment.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Tim Kippenhan, Vice President
(Printed name and title)

Init.

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RESOLUTION NO. _____

**INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN
AMOUNT NOT TO EXCEED \$2,071,395 FOR COURTHOUSE FACILITIES**

WHEREAS, on February 18, 2021, the County Board of Supervisors of Sawyer County, Wisconsin (the "County") by a vote of at least 3/4 of the members-elect, adopted an initial resolution authorizing the issuance of general obligation bonds or notes in an amount not to exceed \$8,000,000 for the public purpose of paying the cost of courthouse facilities, utilities, furnishings, equipment, and other required operational components (collectively, the "Project");

WHEREAS, the costs of the Project are higher than anticipated and the County Board of Supervisors deems it to be necessary, desirable and in the best interest of the County to borrow an additional amount not to exceed \$2,071,395 to finance the Project through the issuance of one or more series of general obligation bonds or promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of Sawyer County, Wisconsin, that:

Section 1. Authorization of Obligations. There shall be issued, pursuant to Chapter 67, Wisconsin Statutes, one or more series of general obligation bonds or promissory notes (the "Obligations") in an aggregate amount not to exceed \$2,071,395 for the public purpose of paying the cost of the Project.

Section 2. Sale of Obligations. The County Board hereby authorizes and directs that the Obligations be offered for public sale. At a subsequent meeting, the County Board shall consider such bids for the Obligations as may have been received and shall take further action to approve the details of the Obligations and authorize the sale of the Obligations. The Obligations may be issued on a tax-exempt basis, a taxable basis, or a combination thereof.

Section 3. Official Notices of Sale. The County Clerk, in consultation with the County's financial advisor, PMA Securities, LLC ("PMA"), shall be and hereby is authorized and directed to cause notices of the sale of the Obligations to be disseminated in such manner and at such times as the County Clerk may determine and to cause copies of complete Official Notices of Sale and other pertinent data to be forwarded to interested bidders as the County Clerk may determine.

Section 4. Official Statement. The County Clerk (in consultation with PMA) shall cause an Official Statement to be prepared and distributed. The appropriate County officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this Resolution.

Section 5. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that

47 any one or more provisions hereof shall for any reason be held to be illegal or invalid, such
48 illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect
49 immediately upon adoption and approval in the manner provided by law.
50
51 *(Signatures Appear on the Following Page)*

52 The subject matter of this Resolution was discussed by the Sawyer County Finance Committee at
53 its meeting on March 31, 2022, and was recommended for approval by the Sawyer County Board
54 of Supervisors at its meeting on March 31, 2022.

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Bruce Paulsen, Chair

Ron Kinsley, Vice Chair

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Thomas W. Duffy, Member

Dawn Petit, Member

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Stacey Hessel, Member

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69 This Resolution was heard by and approved by the Sawyer County Board of Supervisors this 31st
70 day of March, 2022.

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74 _____
Tweed Shuman,
75 Sawyer County Board of Supervisors Chair

Dale Schleeter,
Sawyer County Board of Supervisors
76 Vice Chair

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Lynn Fitch,
80 County Clerk