



Sawyer County

Agenda

County Board of Supervisors Meeting
Thursday, March 31, 2022 @ 6:30 PM
Large Courtroom; Sawyer County
Courthouse/Virtual Meeting

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/95015680309>. You can also use the dial in number for listening only at **1-312-626-6799** with the Webinar ID: 950 1568 0309. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. MEETING AGENDA

6. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Board on items not on the agenda. Please adhere to the following when addressing the Board:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Board as a whole and not directed to individual Board members.
 - The Board 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.

7. COURTHOUSE REMODELING UPDATE

- a. Approve Guaranteed Maximum Price Amendment to Miron Construction's Contract (discussion and possible action)

[Sawyer Courthouse GMP amendment A133 PE 3.24.22](#)

7 - 9

- b. Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$2,071,395 for Courthouse Facilities (discussion and possible action)

[Res 2022 - Authorizing Sale of \\$2,071,395 for Courthouse Facilities](#)

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

10 - 15

- a. [1\) Res 2022- Authorizing \\$100,000 ARPA Funds for Norvado Broadband Expansion Amended](#)
[2\) Winter Loretta ClamLake - Original map](#)
[3\) Winter ClamLake 3 9 22 v2](#)
[4\) Norvado Email Coversheet](#)
[5\) GMP Amendment - Miron Construction](#)

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

DISCLAIMER:

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.

Mission Statement: *The Sawyer County Board of Supervisors will strive to provide excellent services and responsible leadership to protect and enhance Sawyer County citizens, businesses, and resources, while preserving our unique heritage.*

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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User Notes:

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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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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");

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

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 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.

QB\72745446.2

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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58 _____
Bruce Paulsen, Chair

Ron Kinsley, Vice Chair

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62 _____
Thomas W. Duffy, Member

Dawn Petit, Member

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66 _____
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

76

77

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79 _____
Lynn Fitch,
80 County Clerk

Resolution 2022- _____

**SAWYER COUNTY BOARD OF SUPERVISORS AMENDED RESOLUTION TO APPROVE
BROADBAND EXPANSION PROPOSAL FROM NORVADO**

WHEREAS, Sawyer County (the “County”) continues to strive in expansion of broadband technology available to its residents and visitors;

WHEREAS, Norvado is a provider of broadband services to the area in and around the County;

WHEREAS, Norvado presented a proposal for expansion of broadband services in the Clam Lake and Winter Township areas (the “Norvado Proposal”) at the County Finance Committee on February 10, 2022. A summary of the Norvado Proposal is attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Norvado Proposal sets forth a County contribution of \$100,000.00 in American Rescue Plan Act (“ARPA”) funds, and such contribution assumes additional funds will be provided.

WHEREAS, the Finance Committee voted to recommend that the County Board approve the Norvado Proposal;

WHEREAS, pursuant to Wis. Stat. § 65.90(5)(a) and Rule 7(12) of the County Board of Supervisors (“County Board”) Policy and Procedure Manual, the County Board must approve the County contribution of \$100,000.00 set forth in the Norvado Proposal by a two-third (2/3) vote of the County Board membership;

WHEREAS, the County Board reviewed and discussed the contents of this Resolution at its meeting on February 17, 2022, and County Board determined that it is in the best interest of the County to commit County funds in the amount of \$100,000.00 in ARPA funds and approve the Norvado Proposal based on the terms and conditions therein and described in Exhibit A, including the conditions detailed below.

NOW, THEREFORE, BE IT RESOLVED, the County Board determines the following:

1. Recitals. The Recitals set forth above are true and correct, and are hereby incorporated into this Resolution.
2. Approval of Norvado Proposal; Conditions. The County Board hereby approves the Norvado Proposal and commits \$100,000.00 in ARPA funds to the broadband expansion project described in the Norvado Proposal with the following conditions:
 - a. Each funding contribution set forth in Norvado Proposal must be secured to the satisfaction of the County.
 - b. All other necessary governmental approvals for the broadband expansion project set forth in the Norvado Proposal are secured, including but not limited to the State of Wisconsin Public Service Commission.
 - c. This Resolution supersedes Resolution 2022-09 to Approve Broadband Expansion Proposal from Norvado approved at the February 10, 2022 Board of Supervisors monthly meeting.

In the event any conditions are not met to the County’s satisfaction, the County shall have no obligation to contribute or otherwise spend County funds for the broadband expansion project described in the Norvado Proposal.

3. Health, Welfare and Safety. The County's approval of this Resolution and the Norvado Proposal is beneficial to the health, welfare and safety of the County's residents, taxpayers and visitors.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 31, 2022, by this Sawyer County Finance Committee on this March 31, 2022.

Bruce Paulsen, Chair

Ron Kinsley, Vice Chair

Dawn Petit, Member

Stacey Hessel, Member

Tom Duffy, Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 31st day of March, 2022.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch,
Sawyer County Clerk

Exhibit A – Maps of Project

Exhibit B – Norvado Email Coversheet



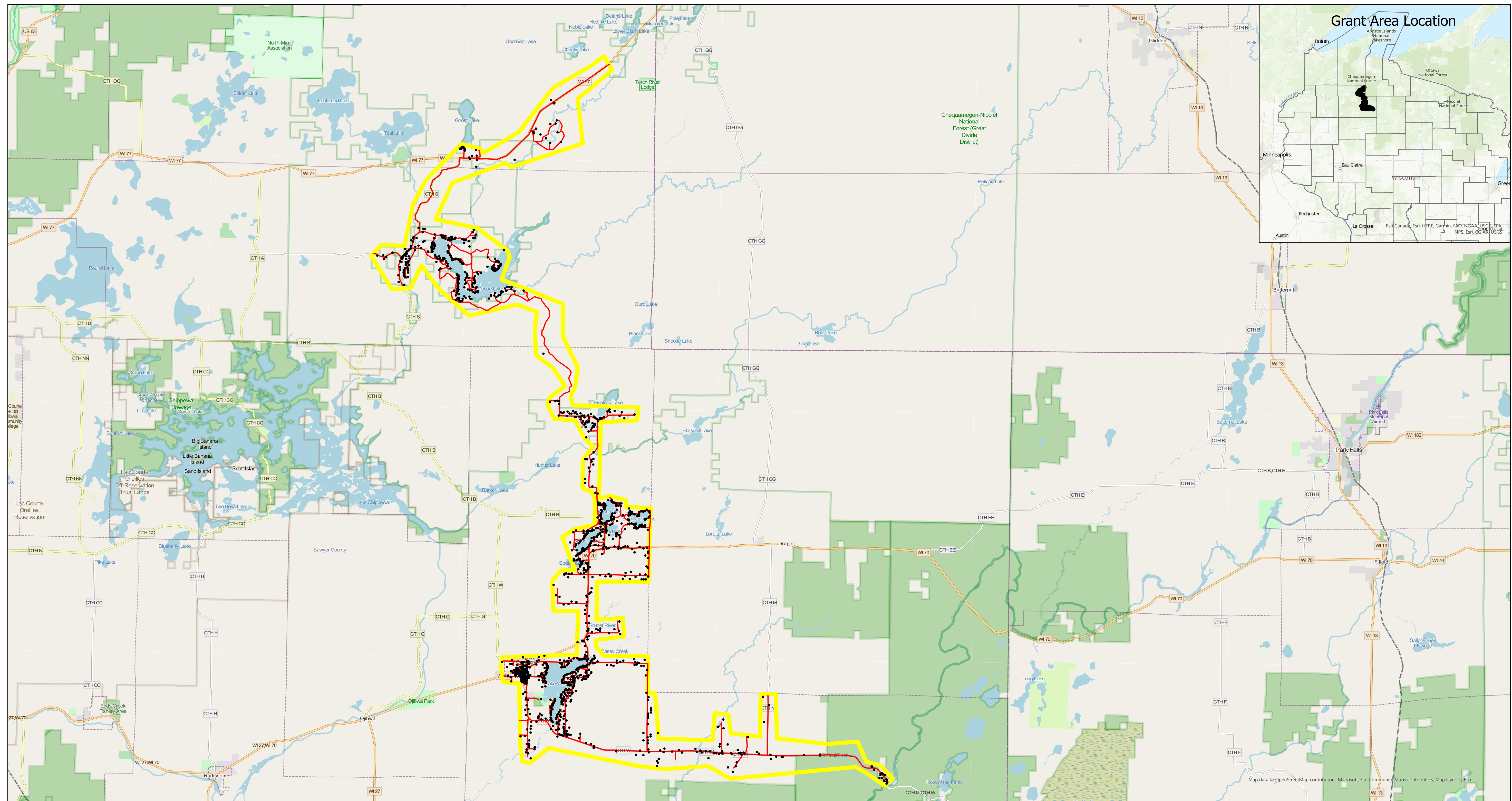
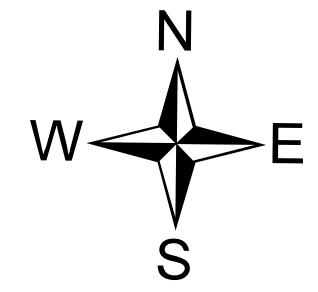


Exhibit B

From: Leo Carlson <lcarlson@norvado.com>
Sent: Monday, March 28, 2022 11:07 AM
To: Mike Keefe <mike.keefe@sawyercountygov.org>
Subject: Sawyer County Public Works Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

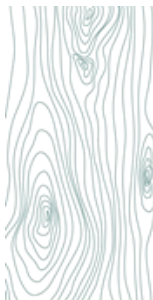
Mike,

Unfortunately, we do not have anyone available on short notice to attend the Public Works meeting tonight but we would be happy to attend any future meetings.

We have revised our original grant application and in modifying the maps, we found that instead of serving only 1,270 locations, we will be able to serve 1,518. This is an additional 248 Sawyer County locations. These new areas are in the Moose Lake/Clam Lake area. We made this change because after the Sawyer County Board Meeting of February 17, the Town of Draper has requested that we not serve their area. We were able to comply with their request and completely remove the Town of Draper from our application. (Please see the attached map showing the new route and locations.)

We are very happy being able to provide Fiber Broadband services to several areas and communities in Sawyer County and we look forward to many more years of working together. We wish the Town of Draper, and all other Sawyer County applicants, all the best in this round of PSC Broadband Expansion Grants.

Please let me know if there are any questions that I can answer.



Leo Carlson
CHIEF SALES & MARKETING OFFICER



43705 US Highway 63 Cable, WI 54821



715-798-7141



norvado.com

SAWYER COUNTY
Court Addition and Summary
Project Summary

Cost Summary:

\$ 8,618,746	Guaranteed Maximum Price Amendment-Miron Construction
\$ 1,452,649	Other Project Associated Costs
<u>\$ 10,071,395</u>	Project Cost

Pending Alternates:

\$ (150,000)	Utilize existing generator
\$ (32,828)	Remove roof vestibule
\$ 15,835	East parking lot
<u>\$ 9,904,402</u>	Project cost accepting alternates

Funding Alternatives:

\$ 8,000,000	Bond Previously Approved
\$ 2,071,395	March 31, 2022 Authorizing Resolution
<u>\$ 10,071,395</u>	

Options-

Additional Borrowing
 Combine with Equipment Borrowing
 Multi-Year Options

ARPA Funds

Other?