

COUNTY FACILITIES COMMITTEE MINUTES
Committee Room #1, Second Floor, Oneida County Courthouse
Monday, May 20, 2019 • 9:30 a.m.

COMMITTEE MEMBERS PRESENT: Billy Fried/Chairman, Bob Metropulos, Russ Fisher and Lance Krolczyk

COMMITTEE MEMBERS ABSENT: Greg Oettinger (excused)

ALSO PRESENT: LuAnn Brunette, Troy Huber (Buildings & Grounds); Lindsey Kennedy (Labor Relations/Employee Services); Fred Andrist (Oneida County Fair Committee)

CALL TO ORDER

Chairman Fried called the County Facilities Committee to order at 9:32 a.m. in Committee Room #1 of the Oneida County Courthouse. This meeting has been properly posted in accordance with the Wisconsin Open Meeting Law and complies with the Americans with Disabilities Act.

APPROVE AGENDA

Motion by Fisher to approve the agenda. Second by Metropulos. All Committee members present voting 'Aye'. Motion carried.

APPROVE MINUTES

Motion by Metropulos to approve the minutes from the April 15, 2019 committee meeting. Second by Krolczyk. All Committee members present voting 'Aye'. Motion carried.

BILLS, VOUCHERS, BLANKET PURCHASE ORDERS, LINE ITEM TRANSFERS

Brunette provided a handout of the bills and blanket purchase orders for the committee members to review. Brief discussion held. All expenditures are within budget.

Motion by Fried to approve the bills and blanket purchase orders as presented. Second by Metropulos. All Committee members present voting 'Aye'. Motion carried.

I-CON WATER SAVER SYSTEM FOR LAW ENFORCEMENT CENTER/JAIL

Huber provided a handout of the Oneida County Law Enforcement Center Water Consumption Data and reviewed the findings with the committee members.

Water meters were installed in the supply of four jail cells on the secure side of the jail. Two of those jail cells were retrofitted with Icon Momentum valves and Nexus controllers. Meter readings were taken at regular intervals to determine the average savings provided by the Icon products.

After 100 days of monitoring the data, the results were: The two cells with the existing plumbing used 37,601 gallons and the two cells with the new Icon plumbing used 4,568 gallons. The data shows that the Icon plumbing provides an 88% savings in water consumption.

The Icon system will save 4,159,554 gallons annually which results in a cost savings of \$43,800 per year. Purchasing the Icon system for the secure side of the jail will cost \$57,122. Given the annual savings of \$43,800 a simple return on investment is 15.5 months.

Motion by Fried to direct staff to move forward with the Icon Water Saver System project and have a resolution prepared for consideration. Second by Fisher. All Committee members present voting 'Aye'. Motion carried.

LAW ENFORCEMENT CENTER – WATER TREATMENT NEEDS

At the previous committee meeting Brunette informed the committee that only the hot water at the LEC receives water treatment. The LEC kitchen appliances are connected to the cold water and because the cold water isn't currently being treated it was causing damage to the new kitchen appliances. Huber stated that after inspection it was determined there is hot water hook-up available to connect to the appliances. The cost of the project is approximately \$100 in materials and the labor can be done by the Buildings and Grounds staff. This will avoid the need for total water treatment at this time. Staff hope that it can be budgeted for in the future.

Informational only, no motion needed.

REQUEST FROM FAIR BOARD FOR ADDITION ON RIVER STREET BUILDING

Brunette introduced Oneida County Fair Committee president, Fred Andrist. Brunette gave an overview of the request from the Fair Board for the construction of an addition on the River Street Building for fair supplies and equipment storage (trolleys, stage, etc.). Huber provided the committee members a handout of an aerial view of the River Street Building showing the suggested location for the addition to the building. The proposed addition would be a 16 x 40 ft. structure without a slab. Andrist stated the fair board has \$3,500 dedicated to fund the project and some carry over from the fair budget that can also be dedicated. Huber stated the request would be for budget time so the project would not be completed by this winter, Andrist would like it for this winter but understands the process. Brief discussion held.

Fried directed Huber to work with the Fair Committee to come up with some hard numbers to present to the committee at a future meeting. Fried also stated it would be ideal for the County Facilities committee to have an onsite visit of the River Street Building for consideration of the proposed addition. Fried stated that after the County Facilities Committee reviews the additional information and does an onsite visit the project it should be forwarded to the Administrative Committee for consideration and approval.

40-HOUR WORK WEEK FOR CLEANING TECHNICIAN AT LAW ENFORCEMENT CENTER

Brunette stated the position was filled by Christian King, an LTE Buildings and Grounds staff member. The 40-hour work week is being requested due to the amount of extra work that needs to be completed at the Law Enforcement Center. Duties, such as waxing the floors and carpet/upholstery cleaning, have been neglected over the last few months because the position has been vacant. Brunette added the jail houses state inmates so more rigorous inspections are conducted; the additional hours are needed to ensure the jail meets the state inspection requirements.

The committee members acknowledged receipt of this information and the need for increased work hours of the LEC cleaning technician position. The committee will re-evaluate the needs of the position at the end of the year.

CONTRACTS

- a. **Ahern – fire detection/suppression equipment repair in IT server room:** Brunette noted that email correspondence between herself, Tom Wiensch of the county's Corporation Counsel

Office, and Ahern, along with her notes about the proposed changes had been emailed to committee members as part of their agenda packets. Brunette stated Ahern will not agree to all the contract changes recommended by Corporation Counsel. The topics of disagreement are with the warranty provisions and incidental damages. Wiensch also asked that Ahern completely removed the indemnification language; Ahern changed the contract so both the County and Ahern would be mutually indemnified if there was a problem. Brunette stated that for the project to move forward the committee would have to make a decision to accept the contract from Ahern as presented without the recommended changes from Corporation Counsel. Brunette read the concerns Wiensch outlined in his email of April 26th, specifically items 4, 10 and 11. (A copy of the email is attached for reference.) Brunette provided an overview of the County's established relationship with Ahern and the possible ramifications with not completing the project. Fried inquired if this contract will have to be approved by the committee every year against the recommendations of Corporation Counsel. Brunette stated the committee had to approve this contract with Ahern last year as well. Fried asked if the County can enter into a 5 year contract with Ahern instead of having to address this issue every year. Brunette confirmed this is not a maintenance service agreement and is for the repair/replacement of two smoke detectors in the IT server room. Committee members offered the suggestion of finding a different vendor for the services that will agree to corporation Counsel's recommendations. Brunette stated that other vendors are less willing to make changes to their contracts than Ahern has been.

Motion by Fried to authorize Building and Grounds staff to engage in a contract with Ahern as presented in the amount of \$1,335. Fried acknowledged receipt of Corporation Counsel's recommended changes and have still decided to move forward with the contract. Second by Fisher. Fried asked Brunette to clarify exactly what the committee members are agreeing to override. Brunette summarized the areas of disagreement are: warranty provisions, incidental damages and the mutually indemnification clauses. Fisher added that these issues seem to pertain to the manufacturer of the product and not the installer (Ahern). All Committee members present voting 'Aye'. Motion carried.

- b. Infrared Wisconsin – thermal scan of law enforcement center roof prior to roof project:** Brunette stated this contract is for the thermal scan of the LEC roof prior to roof replacement in the amount of \$3,540. Brunette stated Infrared Wisconsin agreed to the recommended changes from Corporation Counsel and they are scheduled to do the scan of the roof on June 13-14, 2019 (weather permitting).

UPDATES/ACTION ON BUILDINGS & GROUNDS PROJECTS/ACTIVITIES

- a. **Project list and projected timeline:** Brunette provided an update for each project on the list.

NON-BUDGETED ITEM REQUEST

None

PUBLIC COMMENT

None

ITEMS FOR NEXT AGENDA

- Resolution for Icon Water Treatment system upgrade

County Facilities Committee meeting
May 20, 2019

FUTURE MEETING DATE(S)

Monday, June 3, 2019 at 9:30 a.m. at River Street Building

ADJOURNMENT

Fried adjourned the meeting at 10:46 a.m.

Billy Fried, Chairman

Date

Lindsey Kennedy, recording secretary

Date

LuAnn Brunette

From: Tom Wiensch
Sent: Friday, April 26, 2019 3:50 PM
To: LuAnn Brunette
Subject: RE: Ahern Contract - IT server room fire detection repair

Hi LuAnn,

Thanks for forwarding his reply. I have reviewed the comments that he embedded in your message to him. My comments are as follows:

1. In the correspondence, you indicate that you will send him Wiese's recommendation when it comes. He says he can add the necessary language. Wiese's recommendations were sent on March 18th, did you forward them to him? No insurance language has been added.

L Yes

✓ 2. I see that he added Dave Hintz's name to the signature line. Please be sure that Billy Fried's name is added too.

* 3. Be sure to get the corporate resolution. *-they will provide once agreement is reached on the rest of the proposal.*

✓ 4. Please keep his letter with the work date as part of the contract.

✓ 5. He removed the section of the General Terms and Conditions titled "Code Compliance" as we requested.

✓ 6. He removed the language that we asked him to remove from the section of the General Terms and Conditions titled "Reports."

○ *Committee decision*
7. He did not make the most of the changes to the warrantee provisions. This is a substantial issue. For example, if the equipment fails and our building is destroyed, they are liable only for "one year's contract price." I cannot recommend that you enter into the contract with the warrantee clause unless the changes that I asked for our made. You can approach the Committee and see if they want to live with it as is.

✓ 8. He made the changes to the section of the General Terms and Conditions titled "Changes, Alterations, Addition" that we requested.

✓ 9. He removed from the General Terms and Conditions the section titled "Claims and Choice of Law" as we requested.

○ *Committee decision*
10. He did not remove the section on incidental damages. Such damages could be significant if a part fails. I cannot recommend that you enter into the contract with the warrantee clause unless the changes that I asked for our made. You can approach the Committee and see if they want to live with it as is.

* 11. Instead of removing the indemnification language, he made it mutual. I appreciate his efforts in that regard, but the way it was done, if something goes wrong under the contract, each party must indemnify the other. Mutual indemnification clauses usually have each party indemnify the other for damages caused by their negligence and misconduct. The way he has it written, we both indemnify for claims. So, it is

unclear. Mutual indemnification when done right, is of limited value. I would still suggest that section simply be removed.

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From: LuAnn Brunette <lbrunette@co.oneida.wi.us>
Sent: Friday, April 26, 2019 3:05 PM
To: Tom Wiensch <twiensch@co.oneida.wi.us>
Subject: Ahern Contract - IT server room fire detection repair

Tom,
I have scanned in John Palmer (Ahern)'s responses and changes to their contract. I checked off the items that were included and * those items that were not accepted or made mutual, etc in the contract. Please let me know if you are agreeable to the document as changed, or if the facilities committee should consider accepting the contract as changed, noting that it doesn't completely comply with your suggested changes. If you would like me to bring over the original document, as it is somewhat difficult to read, I will do that.

Thank you,

LuAnn Brunette
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