

County of Rock  
Public Works Department  
Highways  
Parks  
Airport



3715 Newville Road  
Janesville, WI 53545  
Telephone: 608-757-5450  
Fax: 608-757-5470  
www.co.rock.wi.us

**A G E N D A**  
**PUBLIC WORKS COMMITTEE MEETING**  
**THURSDAY, JANUARY 28, 2016 – 5:30 P.M.**  
**JURY DELIBERATION ROOM – FOURTH FLOOR**  
**ROCK COUNTY COURTHOUSE-EAST**

1. Call to Order
2. Approval of Agenda
3. Citizen Participation, Communications, and Announcements

**AIRPORT BUSINESS**

**4. ACTION ITEMS**

- a. Approve Voucher over \$10,000 to Klobucar Construction \$29,365.45
- b. Approve Change Orders No. 1 and No. 2 for White Box Buildout
- c. Airport Accounts Receivables
- d. Cancel Vouchers, Approve Bills, Encumbrances/Pre-Approved Encumbrances, Amendments and Transfers

**5. INFORMATION ITEMS**

- a. Terminal Building Restaurant Space Upgrade

**HIGHWAY BUSINESS**

**6. ACTION ITEMS**

- a. Approve Resolution: Approving Agreement for the Maintenance of the Newville Park – and – Ride Lot Between Rock County and the City of Edgerton and the Towns of Fulton and Milton
- b. Approve Resolution: Amending DPW Budget to Authorize Purchase of a Turf Mower
- c. Cancel Vouchers, Approve Bills, Encumbrances/Pre-Approved Encumbrances, Amendments and Transfers
- d. Approve Voucher over \$10,000 to Foley Electric for \$14,316

7. Next Meeting Date
8. Adjournment

The within account has been examined by the Public Works Committee and approved for payment.

KLOBIN CAR

Address

PREPARED 1/19/2016

021258

Total Voucher \$

29.365,45

Checked

2

**Rock County Public Works  
Committee**  
**Betty Jo Bussie, Chair**  
**Eva M. Arnold**  
**Brenton Driscoll**  
**Brent Fox**  
**Rick Richard**

## DISTRIBUTION DEBITS

[illegible]

## FOR DISTRIBUTION REQUESTS

[illegible]

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Rock County

SWRA

1716 W Airport Rd Ste 100

Janesville, WI 53546

FROM CONTRACTOR:

Klobucar Construction

3140 E County Rd S

Beloit, WI 53511

PROJECT:

Restaurant White Box Build out

1716 W. Airport Rd Ste 100

Janesville, WI 53511

VIA ARCHITECT:

Angus Young Associates

555 S. River Street

Janesville, WI 53511

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 64,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 64,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 42,722.00
5. RETAINAGE:
  - a. 5 % of Completed Work \$ \$2,136.10
  - b. 25 % of Stored Material \$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,136.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 40,585.90
8. CURRENT PAYMENT DUE \$ \$11,220.45
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6) \$ 29,365.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G702

AIA DOCUMENT G702

APPLICATION NO:

PERIOD TO: 01/18/16

PROJECT NOS: 2015-47

JOB NO. 15046

CONTRACT DATE: 11/20/15 PO#P1503646

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *James R. Klobucar*

State of Wisconsin

County of: Rock

Subscribed and sworn to before me this 18th day of 2016

Notary Public: *Deborah L. Liley*

My Commission expires: 8/24/2018

Date: 1-18-16

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *OK to pay JB*

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, WASHINGTON, DC 20005-6882

ALA DOCUMENT G703

2:

APPLICATION DATE:

PERIOD TO: 1/18/2016

ARCHITECT'S PROJECT NO: 2015-47

[illegible]



# COUNTY OF ROCK

CENTRAL PURCHASING DIVISION

51 South Main Street Janesville, Wisconsin 53545  
(608) 757-5517 • (608) 757-5515 • FAX (608) 757-5539

## PURCHASE ORDER

KLOBUCAR CONSTRUCTION CO INC  
JIM KLOBUCAR  
3140 E COUNTY RD S  
BELOIT, WI 53511-9509

### PURCHASE ORDER NUMBER

THIS NUMBER MUST APPEAR  
ON ALL CORRESPONDENCE,  
SHIPPING PAPERS, INVOICES  
AND CONTAINERS.

P1503646

SHIP  
TO

SOUTHERN WISCONSIN  
REGIONAL AIRPORT  
1716 W AIRPORT RD STE 100  
JANESVILLE, WI 53546

INVOICE  
TO

SOUTHERN WISCONSIN  
REGIONAL AIRPORT  
1716 W AIRPORT RD STE 100  
JANESVILLE, WI 53546

ORDER DATE	BID NUMBER	FOB POINT	SHIP VIA	BUYER
11/20/15	2015-47			JODI MILLIS

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1		SOUTHERN WISCONSIN REGIONAL AIRPORT RESTAURANT WHITE BOX BUILDOUT PER INVITATION TO BID #2015-47 ROCK COUNTY RESOLUTION #15-11D-421 TAX EXEMPT #41407	64,000.00	64,000.00



E-MAILED

11/20

### TERMS AND CONDITIONS

The party selling to the County of Rock the articles described herein guarantees that the sale or use of them will not infringe any United States patent, and covenants that it will at its own expense defend every suit which shall be brought against the County of Rock, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use such article or articles, and agrees that it will pay all costs, damages and profits recoverable in any such suit. The party selling to the County of Rock the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws.

**CANCELLATION:** We reserve the right to cancel this order in whole or in part if delivery is not made in accordance with vendor's proposal. Any dispute arising as to quality and quantity shall be subject to arbitration as provided in chapter 788 of the Wisconsin Statutes.

**NON-DISCRIMINATION:** In connection with the performance of work under this contract, the contractor, agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5)(a), sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S. 16.765(2)).

**TAX EXEMPTIONS:** The County of Rock is exempt from the payment of all federal excise taxes, registration no. 41407 (For tax-free transactions under chapter 32 of the Internal Revenue code is on file with the District Attorney, U.S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin. The County of Rock is exempt from Wisconsin State and Local taxes on its purchases except certain Wisconsin Excise Taxes, per Wisconsin Statute 77.54(9)(a)(b). Contractors performing construction activities are required to pay state user tax on the cost of materials that they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil, and aviation fuel.

TOTAL

64,000.00

### NOTICE TO VENDOR:

1. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES.
2. PURCHASES ARE TAX EXEMPT.
3. DELIVERIES ONLY ACCEPTED BETWEEN 8:00 & 11:30 AM AND 1:00 & 3:00 PM. NO DELIVERIES ACCEPTED ON OFF HOURS OR ON SATURDAY, SUNDAY OR HOLIDAYS.
4. ANY ORDER FOR CHEMICALS WHEN SHIPPED SHALL INCLUDE ALL "MATERIAL SAFETY DATA SHEETS".
5. BY SUPPLYING THE ABOVE DESCRIBED ARTICLE, MATERIAL OR SERVICES, VENDOR AGREES NOT TO CHARGE ANY INTEREST ASSESSMENT FOR BILLS PAID BY THE COUNTY WITHIN 60 DAYS OF ACCEPTANCE OF THE GOODS OR SERVICES OR RECEIPT OF A PROPERLY COMPLETED INVOICE, WHICHEVER DATE IS LATER.

*Jodi R. Millis*  
AUTHORIZED SIGNATURE  
(NOT VALID UNLESS SIGNED BY SENIOR BUYER  
OR PURCHASING MANAGER)

Proceedings of the Rock County Board of Supervisors  
November 19, 2015

Willis of Wisconsin Inc	Rock County	Contracted Services	\$36,000.00
JP Morgan Chase Bank	Human Resources	Contracted Services	\$14,200.00
Klobucar Construction Co.	DPW	Contracted Services	\$64,000.00
<u>Pre-Approved Encumbrance Amendment</u>			
PALS, LLC	DD Board	Contracted Services	111,716.00

Supervisors Mawhinney and Fox moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Arnold, Grahn, Beaver, Mawhinney, Fox, Richard, Driscoll, Bussie, Davis, Thomas, Kraft, Fell, Garrett, Pleasant, Nash, Brill, Wiedenfeld, Schulz, Zajac, Bostwick, Sweeney, Addie, Owens, and Podzilni voted in favor. Supervisors Heidenreich, Gustina, Knudson, and Brien was absent. AYES – 25. NOES – 0. ABSENT – 4.

12.D.1. Motor Pool Budget Purchase Authorization Resolution No. 15-11D-419  
NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors duly assembled this 19<sup>th</sup> day of November, 2015, authorizes the purchase through the State Contract of one 2016 Ford Escape SUV vehicle from Ewald Automotive for \$21,318.  
BE IT FURTHER RESOLVED that payment be made to the vendor upon receipt and acceptance by the Public Works Director.

Supervisors Bussie and Owens moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Arnold, Grahn, Beaver, Mawhinney, Fox, Richard, Driscoll, Bussie, Davis, Thomas, Kraft, Fell, Garrett, Pleasant, Nash, Brill, Wiedenfeld, Schulz, Zajac, Bostwick, Sweeney, Addie, Owens, and Podzilni voted in favor. Supervisors Heidenreich, Gustina, Knudson, and Brien was absent. AYES – 25. NOES – 0. ABSENT – 4.

12.D.2. Awarding a Contract for DPW Main Shop Switchgear and Generator Upgrades-Public Works Department Resolution No. 15-11D-420  
NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 19<sup>th</sup> day of November, 2015 does hereby award the bid for removing and replacing the existing standby power generator with a new standby power generator and upgrading switchgear at DPW's Main Shop to the lowest responsible bidder, Foley Electric of Beloit, WI in the total bid amount of \$333,995.00.

Supervisors Bussie and Driscoll moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Arnold, Grahn, Beaver, Mawhinney, Fox, Richard, Driscoll, Bussie, Davis, Thomas, Kraft, Fell, Garrett, Pleasant, Nash, Brill, Wiedenfeld, Schulz, Zajac, Bostwick, Sweeney, Addie, Owens, and Podzilni voted in favor. Supervisors Heidenreich, Gustina, Knudson, and Brien was absent. AYES – 25. NOES – 0. ABSENT – 4.

12.D.3. Awarding contract for Restaurant White Box Build-Out Resolution No. 15-11D-421  
NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 19<sup>th</sup> day of November, 2015, does authorize the award of a contract of \$64,000 for the white box build-out of the restaurant space at the Southern Wisconsin Regional Airport to the lowest responsible bidder, Klobucar Construction of Beloit, WI.  
BE IT FURTHER RESOLVED that payment be made to the vendor upon approval of the Public Works Committee.

Supervisors Bussie and Fox moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Arnold, Grahn, Beaver, Mawhinney, Fox, Richard, Driscoll, Bussie, Davis, Thomas, Kraft, Fell, Garrett, Pleasant, Nash, Brill, Wiedenfeld, Schulz, Zajac, Bostwick, Sweeney, Addie, Owens, and Podzilni voted in favor. Supervisors Heidenreich, Gustina, Knudson, and Brien was absent. AYES – 25. NOES – 0. ABSENT – 4.

12.D.4. Awarding Contract for Boiler/Stack Replacement at the Courthouse  
Resolution No. 15-11D-422  
NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 19<sup>th</sup> day of November, 2015 that a contract for boiler/stack replacement at the Courthouse be awarded to Butters Fetting of Janesville in the Base Bid amount of \$246,000.00; and,

**Rock County Department of Public Works  
Airport Division – Issue Paper**

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**Issue** – Approve change orders No. 1, No. 2, No. 3 Alternates 1 & 2, and No. 4 Klobucar Construction, Restaurant White Box Buildout Project

**Discussion** – Klobucar Construction was awarded a contract to move the restaurant from a gray box to a white box.

Change order No. 1 adds \$77.00 to the project by adding textured glass in lieu of smooth glass to the entrance panel.

Change order No. 2 in the amount of \$523.00 is for relocating an existing light switch and fire alarm device because of a conflict with new wall location.

Change order No. 3 Alternates # 1 and # 2 – Alternate #1 has a cost of \$510.00 and is for tile work at the doorway to the restaurant area to match the existing tile design in the building. Alternate #2 adds \$455.00 to the cost by removing a section of the existing carpet directly in front of the main entrance to the restaurant and replacing it with tile for durability.

Change Order #4 is to provide electricity for the sign located at the main entrance. The cost for this is \$798.00.

These four items will raise the contract amount from \$64,000 to \$66,363.

**Recommendation** – Approval

Respectfully Submitted

Ronald D. Burdick  
Airport Director



KLOBUCAR

GENERAL CONTRACTORS



3140 EAST COUNTY ROAD S  
BELOIT, WISCONSIN 53511-9509  
OFFICE/608.365.8123  
FAX/608.365.0577  
WWW.KLOBUCARCONSTRUCTION.COM

December 8, 2015

Angus-Young Associates, Inc.  
555 South River Street  
Janesville, WI 53548-4783

Attn: Mr. Matt Honold  
Re: Southern WI Regional Airport  
Restaurant White Box Buildout

Dear Mr. Honold,

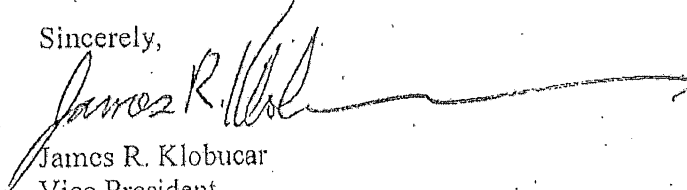
Outlined below is a work request for the SWRA – Restaurant White Box Buildout project.

Work Request #1 To provide a textured front panel for the water feature in lieu of a smooth front panel per the Owner's selection, add \$77.00.

Rock 'N Crab	\$70.00
OH and Fee 10%	<u>\$ 7.00</u>
Total	\$77.00

If this work request meets with your approval please incorporate into change order form.

Sincerely,

  
James R. Klobucar  
Vice President

JRK/keb

<b>KLOBUCAR</b>		3140 EAST COUNTY ROAD S BELOIT, WISCONSIN 53511-9509 OFFICE/608.365.8123 FAX/608.365.0577 WWW.KLOBUCARCONSTRUCTION.COM
GENERAL CONTRACTORS		

January 11, 2016

Angus-Young Associates, Inc.  
 555 South River Street  
 Janesville, WI 53548-4783

Attn: Mr. Matt Honold  
 Re: Southern WI Regional Airport  
 Restaurant White Box Buildout

Dear Mr. Honold,

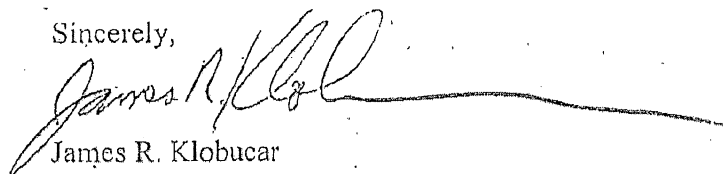
Outlined below is a work request for the SWRA – Restaurant White Box Buildout project.

Work Request #2 To remove and relocate existing light switch and fire alarm devices next to the east side walk door because of conflict with the new wall location, add \$523.00.

Foley Electric	\$475.00
OH and Fee 10%	\$ 48.00
Total	\$523.00

If this work request meets with the Owner's approval please incorporate into change order form.

Sincerely,

  
 James R. Klobucar  
 Vice President

JRK/keb

KLOBUCAR

GENERAL CONTRACTORS



3140 EAST COUNTY ROAD S  
BELOIT, WISCONSIN 53511-9509  
OFFICE/608.366.8123  
FAX/608.366.0577  
WWW.KLOBUCARCONSTRUCTION.COM

January 20, 2016

Southern Wisconsin Regional Airport  
1716 W. Airport Road, Suite 100  
Janesville, WI 53546

Attn: Mr. Ron Burdick  
Re: Southern Wisconsin Regional Airport  
Restaurant White Box Buildout

Dear Mr. Burdick,

Outlined below is a work request for the SWRA – Restaurant White Box Buildout project.

Work Request #3 Remove existing cut tile at the entryway for the new doorway and replace the tile with Owner provided tile and grout flush to the new entrance, add \$725.00.

Halverson	\$659.00
OH and Fee 10%	<u>\$ 66.00</u>
Total	\$725.00

Alternate #1 Clean the edge of the existing tile at the new doorway and install Owner provided tile and grout to fill to the new entrance, approximately 6" wide along the new entrance, add \$510.00.

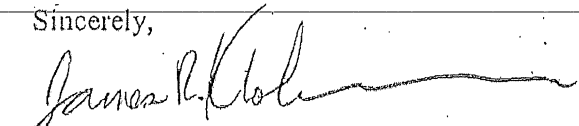
Halverson	\$464.00
OH and Fee 10%	<u>\$ 46.00</u>
Total	\$510.00

Alternate #2 Provide a new area of ceramic tile approximately 6' x 4' area to extend the walkway in front of the new doorway along with carpet tile removal, floor prep and new metal edge, add \$455.00.

Halverson	\$414.00
OH and Fee 10%	<u>\$ 41.00</u>
Total	\$455.00

If this work request meets with your approval please incorporate into change order form so we can proceed.

Sincerely,



James R. Klobucar  
Vice President

JRK/keb

KLOBUCAR

GENERAL CONTRACTORS



3140 EAST COUNTY ROAD S  
BELOIT, WISCONSIN 53511-9609  
OFFICE/608.365.8123  
FAX/608.365.0877  
WWW.KLOBUCARCONSTRUCTION.COM

January 21, 2016

Southern Wisconsin Regional Airport  
1716 W. Airport Road; Suite 100  
Janesville, WI 53546

Attn: Mr. Ron Burdick  
Re: Southern Wisconsin Regional Airport  
Restaurant White Box Buildout

Dear Mr. Burdick,

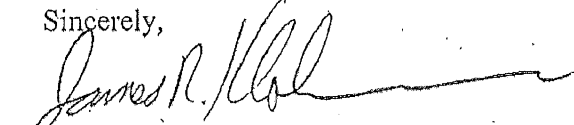
Outlined below is a work request for the SWRA – Restaurant White Box Buildout project.

Work Request #4 To provide additional electrical work consisting of modifying the pump power and providing a remote switch for the controls for the water feature to comply with the electrical code requirements with the City of Janesville electrical inspector, add \$798.00.

Foley Electric	\$725.00
OH and Fee 10%	\$ 73.00
Total	\$798.00

If this work request meets with your approval please incorporate into change order form so we can proceed.

Sincerely,

  
James R. Klobucar  
Vice President

JRK/keb

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
INITIATED BY

Public Works Committee  
SUBMITTED BY



Nick Osborne  
DRAFTED BY

January 19, 2016  
DATE DRAFTED

**APPROVING AGREEMENT FOR THE MAINTENANCE OF THE NEWVILLE  
PARK-AND-RIDE LOT BETWEEN ROCK COUNTY AND THE CITY OF  
EDGERTON AND THE TOWNS OF FULTON & MILTON**

- 1 WHEREAS, the Wisconsin Department of Transportation (DOT) wishes to construct a park-and-ride in  
2 2016, that will become operational in 2017, near the intersection of State Highway 59 and North Richardson  
3 Springs Road, on the south east side of the interchange of Interstate 39/90 and State Highway 59; and,  
4  
5 WHEREAS, it was determined that many Rock County residents and local businesses would benefit from  
6 the Newville Park-and-Ride; and,  
7  
8 WHEREAS, the DOT made construction of the park-and-ride contingent on local governments providing  
9 on-site maintenance; and,  
10  
11 WHEREAS, the City of Edgerton and the Towns of Fulton and Milton approved the maintenance  
12 agreement in which Rock County covers 50% of the cost and the City and Towns cover 50%; and,  
13  
14 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled  
15 this \_\_\_\_\_ day of \_\_\_\_\_, 2016 does hereby authorize an agreement for the maintenance of the  
16 Newville Park-and Ride with the City of Edgerton and the Towns of Fulton and Milton.

Respectfully submitted,

**COUNTY BOARD STAFF COMMITTEE**

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Mary Mawhinney

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Terry Thomas

\_\_\_\_\_  
Betty Jo Bussie

**PUBLIC WORKS COMMITTEE**

\_\_\_\_\_  
Betty Jo Bussie, Chair

\_\_\_\_\_  
Brenton Driscoll

\_\_\_\_\_  
Brent Fox, Vice Chair

\_\_\_\_\_  
Rick Richard

\_\_\_\_\_  
Eva Arnold

APPROVING AGREEMENT FOR THE MAINTENANCE OF THE NEWVILLE PARK-AND-RIDE  
LOT BETWEEN ROCK COUNTY AND THE CITY OF EDGERTON AND THE TOWNS OF  
FULTON & MILTON  
Page 2

FISCAL NOTE:

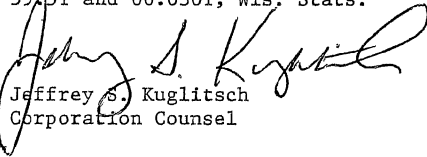
This resolution authorizes an agreement with the City of Edgerton and Towns of Fulton and Milton for the maintenance of a future Newville Park-and-Ride. The estimated cost to the County is \$7,500 annually. These costs will need to be included in future budgets.



Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 66.0301, Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## EXECUTIVE SUMMARY

In 2015, the Wisconsin Department of Transportation (DOT) approached Rock County about the possibility of constructing a park-and-ride in Newville as part of the Interstate 39/90 expansion project, contingent on local government(s) providing on-site maintenance. Due to delays in the I-39/90 project, construction is slated for 2016, and it is anticipated that the park-and-ride will open in 2017. Rock County approached the City of Edgerton and the Towns of Fulton and Milton about sharing the maintenance cost with the County.

Rock County has estimated major anticipated maintenance costs: snowplowing (\$10,000), sweeping (\$1,925), garbage collection (\$1,925), electricity for light poles (\$650), and light bulb replacement (\$500). Rock County agrees to cover 50% of the aforementioned cost, and the City and Towns agree to cover the remaining 50%. The City and Towns may reduce their share by providing any of the outlined services on an in-kind basis. Rock County will determine the annual cost by using a rolling average of expenses (up to 5 years), and will act as the administrative agency for processing vendor bills and invoicing the City and Towns for their share of the cost. It is agreed that other unforeseen costs will be discussed among the maintenance agreement partners.

The City of Edgerton and the Towns of Fulton and Milton have passed the maintenance agreement without amendments.

The DOT will pay to reconstruct the park-and-ride lot when it reaches the end of its useful life.



**AGREEMENT FOR THE MAINTENANCE OF  
THE NEWVILLE PARK-AND-RIDE LOT  
BETWEEN  
ROCK COUNTY  
AND THE CITY OF EDGERTON AND THE  
TOWNS OF FULTON & MILTON**

This agreement for Maintenance of the Newville Park-and-ride Lot between Rock County and the City of Edgerton and Towns of Fulton and Milton (the Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Rock County, hereinafter called "Rock County", and the City of Edgerton and Towns of Fulton and Milton, hereinafter called the "City" & "Towns" and collectively "the Parties". This Agreement shall be effective upon last signature below.

WITNESSETH:

WHEREAS, the State of Wisconsin, hereinafter called "the State" owns real estate and is proposing to construct a park-and-ride lot, hereinafter called the "Lot" within Rock County, being specifically located at the intersection of STH 59 and N Richardson Springs Road, on the south east side of the interchange of I-39/90 and STH 59 and

WHEREAS, the State is requesting the assistance of Rock County and the municipalities nearest the Lot in maintaining the Lot; and

WHEREAS, State Statute 66.0301, allows municipalities, including the State and Rock County and the City and Towns to contract with one another for the receipt or furnishing of services or joint exercise of any power or duty required or authorized by law.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. **Lot Construction.** The Parties understand that the State shall construct, at its own expense, the travel and parking surface of the Lot and the access roads to the Lot. The State shall also in its sole discretion and at its expense, install lot appurtenances it deems necessary for operation of the Lot including but not necessarily limited to landscaping, sidewalk, bike rack, directional signage to the Lot, paint lines for parking stalls, and trash receptacles. All materials provided for Lot construction and appurtenances shall remain the property of the State. The State anticipates Lot construction in 2016.
2. **Additional Signs and Landscaping.** Under the terms of the Agreement between the State and Rock County, Rock County, the City, and Towns may provide, at their own expense, upon written approval of the State, additional signage and landscaping. However, in no event may Rock County and the City or Towns place any item or sign which is in violation of any state or federal prohibition.

3. **Lighting.** The State shall provide, at its own expense, a lighting system for the Lot. The Parties shall provide all electricity necessary to operate said lighting system as described below. An estimate of the on-going electricity expense is included in Appendix A.
4. **Annual Lot Maintenance.** The Parties agree to provide the following lot maintenance: remove snow and ice from the parking and travel surfaces during the winter months, provide electricity to operate the lighting system and replace any burnt out bulbs, sweep debris from lot surfaces on a periodic basis, provide for the proper removal and disposal of trash from the properties and from the trash receptacles, and any other reasonable maintenance deemed necessary by the Parties to keep the Lot in safe and good order. The Parties understand that the City and Towns may not be required to directly provide or perform any Lot maintenance but shall reimburse their share of the costs outlined in Appendix A. If the City or the Towns perform any of the identified services in Appendix A, they will receive a credit against their overall share of the operational budget.
5. **As Needed Lot Maintenance and Repairs.** The Parties agree to discuss in good faith how to fund as needed maintenance and repairs. These services include, but are not limited to, graffiti removal, repair of sign posts and signs, periodically repainting parking lot lines, hauling abandoned vehicles from the site, and repair or replacement of any damaged or defective electrical poles and appurtenances.
6. **Unforeseen Lot Maintenance.** Under the terms of the Agreement between the State and Rock County the State and Rock County agree to meet and determine a mutually acceptable solution for maintenance duties and costs not covered under this agreement. The County agrees to provide notice to the other municipalities of any such meeting and shall solicit opinions from the municipalities regarding any maintenance not covered under the Agreement between the State and Rock County if the County intends to request a cost sharing from the other municipalities. The Parties understand that the State shall be responsible for all costs associated with the collection and removal of hazardous material which would include any potential hazardous material disposal and cleanup costs.
7. **Lot Rehabilitation.** The Parties understand that the State shall, at its expense, perform resurfacing or replacement of the travel and parking surface of the Lot as it deems necessary in its sole discretion and that the County, the City, and the Towns will not be liable for any associated costs. Also, replacement of any items owned by the State shall be the responsibility of the State, at its own expense. Rock County, the City and Towns shall provide, at their own expense, replacements for any signage and landscaping, except sponsored ones, within the boundaries of the Lot including state provided signage and landscaping.
8. **Removal of Equipment.** Rock County shall obtain permission from State to store items or equipment on or at the Lot. Upon termination of this maintenance agreement any items or equipment stored on or at the Lot by Rock County shall be removed by Rock County.
9. **Enforcement.** Rock County and the Town of Fulton shall be responsible for the promulgation and enforcement of noise, parking, and loitering restrictions in the Lot related to the public's use. Rock County may pass such ordinances and resolutions, as it deems necessary to govern the restrictions in the Lot, and may use such methods as it deems appropriate to assure compliance with said ordinances and resolutions.

- 10. Liability.** Rock County, the City and Towns shall separately assume liability for any and all claims for injury to persons or property on the Lot arising out of the acts of negligence of their own officers, agents, or employees. Any Party receiving a notice of claim regarding the Lot shall promptly provide a copy to each of the other Parties. No indemnity shall apply to or from either party to the other except as required under state law. Each party shall be responsible for property damage caused by it as to the other party's owned items.
- 11. Term.** The term of this Maintenance Agreement shall be twenty (20) years from the Effective Date. This Agreement shall automatically be renewed under the same terms and conditions for additional one (1) year terms, unless any party shall give written notice of its intent to terminate to the other party at least ninety (90) days prior to expiration. Any party may provide notice of an intent to terminate early if such notice is provided in writing to the other Parties by no later than August 15<sup>th</sup> in any year. Said early termination shall be effective December 31<sup>st</sup> of that year.
- 12. Sponsorships.** Under the terms of the Agreement between the State and Rock County, should the State allow sponsorship of the Lot, any revenue received for said sponsorship shall be paid to Rock County, who shall promptly report the receipt of same to the other Parties. This revenue shall be applied to offsetting the annual cost of repair and maintenance of the Lot by Rock County, the City and the Towns.
- 13. Cost Sharing of Repair & Maintenance Costs.** Rock County, the City and Towns agree to formulate and fund an annual repair and maintenance budget for the Lot. Rock County agrees to be responsible for fifty percent (50%) of the annual costs. The City and Towns agree to be responsible for the remaining fifty percent (50%) of the annual costs in equal shares. Any of the parties to this agreement may provide goods or services in-kind to reduce their respective cost. Rock County will be the lead agency for assembling and paying these costs and shall bill the City and Towns for their respective shares of costs, after applying a credit for any in-kind goods or services. An operating cost breakdown is available in Appendix A. The City and the Towns shall notify the County of their intention to provide any of the noted in-kind services for a credit against their share by August 15<sup>th</sup> of each year. The County shall consult with the City and Towns to obtain costs estimates for all in-kind services and provide the City and the Towns an estimate of the overall annual cost for the following year by September 1st. In the second year, the County shall adjust the operational budget to reflect actual expense experience. In future years, the budget will be adjusted on a rolling average basis (up to five years). The City and the Towns shall include an invoice for in-kind services to serve as a reference for future budget changes and to enable a credit against their share of the operating cost.
- 13. Emergency Management Staging:** Rock County, the City and the Towns are permitted to use the lot for emergency response staging within the limitations of the State agreement with Rock County.

IN WITNESS WHEREOF, the parties hereto have executed the Maintenance Agreement effective as of the day and year first above written.

WITNESS

ROCK COUNTY, WISCONSIN

\_\_\_\_\_

\_\_\_\_\_  
*County Board Chair*

\_\_\_\_\_

\_\_\_\_\_  
Rock County Clerk

WITNESS

CITY OF EDGERTON, WISCONSIN

\_\_\_\_\_

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

WITNESS

TOWN OF FULTON, WISCONSIN

\_\_\_\_\_

\_\_\_\_\_  
*Town Chair*

\_\_\_\_\_

\_\_\_\_\_  
Town Clerk

WITNESS

TOWN OF MILTON, WISCONSIN

\_\_\_\_\_

\_\_\_\_\_  
*Town Chair*

\_\_\_\_\_

\_\_\_\_\_  
Town Clerk

Appendix A (2016)

Annual Services included in Newville Park and Ride Lot Operational Budget

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Snowplowing	\$10,000
Sweeping	\$1,925
Garbage Collection	\$1,925
Electricity	\$650
<u>Light Bulb Replacement</u>	<u>\$500</u>

Total	\$15,000
-------	----------

County Share-	\$7,500
---------------	---------

Municipal Share	$\$7,500/3 = \$2,500$
-----------------	-----------------------

\*Law Enforcement services provided by Rock County Sheriff's Office and the Fulton Police Department.

\*\*Rock County Department of Public Works shall mow the grass and maintain drainage structures surrounding the Park and Ride.

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
INITIATED BY \_\_\_\_\_

Public Works Committee  
SUBMITTED BY \_\_\_\_\_



Benjamin J. Coopman, Jr.,  
Director of Public Works  
DRAFTED BY \_\_\_\_\_

January 8, 2016  
DATE DRAFTED \_\_\_\_\_

### Authorize Purchase of a Turf Mower and Amend DPW Budget

1 **WHEREAS**, in August 2015, a Toro Turf Mower being used by Parks Department staff,  
2 experienced a mechanical problem, was involved in a crash with a tree and was declared a total  
3 loss by the County's insurer; and  
4

5 **WHEREAS**, the Purchasing Ordinance does allow Rock County to purchase such equipment  
6 through a cooperative purchasing agreement with the State of Wisconsin under contract  
7 #505ENT-O14-GNDMNTCEQP-02; and  
8

9 **WHEREAS**, Reinders Inc. of Sussex, Wisconsin was awarded the State Contract for this make  
10 and model of mower; and  
11

12 **WHEREAS**, the County's insurance will cover the cost of a replacement mower in the amount of  
13 \$21,462 minus our deductible of \$500 for a net recovery \$20,962.  
14

15 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly  
16 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2016 does hereby approve the purchase of one  
17 replacement Toro Groundmaster Turf Mower and for the Department of Public Works Budget be  
18 amended as follows:  
19

Account No.	Budget	Increase	Amended
Description	2015	(Decrease)	Budget
<u>Source of Funds:</u>			
41-4350-4280-46205	(0)	(20,962)	(20,962)
Insurance Proceeds			
<u>Capitalization of Equipment</u>			
<u>Purchased:</u>			
41-4350-4280-68109	(1,834,550)	(500)	(1,835,050)
Capitalization			
<u>Use of Funds:</u>			
41-4350-4280-67110	1,834,550	21,462	1,856,012
Capital Equipment Purchases			

32  
33 **BE IT FURTHER RESOLVED** that payment be made to the vendor upon approval of the Public  
34 Works Committee.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

\_\_\_\_\_  
Betty Jo Bussie, Chair

\_\_\_\_\_  
Brent Fox, Vice-Chair

\_\_\_\_\_  
Eva M Arnold

\_\_\_\_\_  
Brenton Driscoll

\_\_\_\_\_  
Rick Richard

FINANCE COMMITTEE ENDORSEMENT

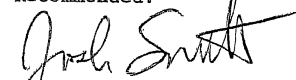
Reviewed and approved on a vote of: \_\_\_\_\_

\_\_\_\_\_  
Mary Mawhinney, Chair

\_\_\_\_\_  
Date

ADMINISTRATIVE NOTE:

Recommended.

  
Josh Smith  
County Administrator

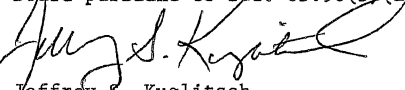
FISCAL NOTE:

This resolution authorizes the purchase of a replacement mower for Parks. The purchase will be funded by insurance proceeds, less a \$500 deductible. The deductible will be capitalized and depreciated over time.

  
Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. As an amendment to the adopted 2016 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

  
Jeffrey S. Kuglitsch  
Corporation Counsel

**Executive Summary**  
**Amend DPW Budget to Authorize Purchase of a Turf Mower**

In August 2015, one of the Department of Public Works' (DPW) Turf Mowers had a mechanical problem, lost power and crashed into a tree. The unit is assigned to the Parks Division. Damage to this 2004 mower was extensive and the County's insurer has declared the unit a total loss. Insurance proceeds will reimburse the County for a replacement unit, less a \$500 deductible.

Staff recommends applying the insurance proceeds and replacing the mower. The replacement unit has been quoted under the State Bid from Reinders, Inc. of Sussex, Wisconsin, at \$21,462. That amount has been approved for payment by the County's insurer.

Approval of the purchase is being sought. Since the DPW budget does not contain funds to cover the \$500 deductible remaining, the Department budget must also be amended by \$500 to complete the purchase.

BJC/bjc



The within account has been examined by the Public Works Committee and approved for payment.

Foley

Prepared 1/31/2016

040773

13.600.20

Checked



**Rock County Public Works  
Committee**  
**Betty Jo Bussie, Chair**  
**Eva M. Arnold**  
**Brenton Driscoll**  
**Brent Fox**  
**Rick Richard**

[illegible]

# CERTIFICATE FOR PAYMENT # 1

Date: 1/20/16

Project Name: DPW Generator Replacement - Construction Services

**This Payment is issued to:**

Foley Electric, Inc.

2738 Bartells Drive

Beloit, WI 53511

**Contractor Certification:**

I/we hereby certify that the work being requested for payment has been done in accordance with the contract documents and that all amounts have been paid by the Contractor for which previous payment(s) were issued and payments received from the Owner, and that the current payment shown herein is now due.

Original Contract:	<u>\$333,995.00</u>	Completed or Stored:	<u>\$14,316.00</u>
Change Orders:	<u>\$0.00</u>	Retainage (5% of Rev. Contract):	<u>\$715.80</u>
Revised Contract:	<u>\$333,995.00</u>	Amount Owed:	<u>\$13,600.20</u>
		Less Previous Payments:	<u>\$0.00</u>
		This payment:	<u>\$13,600.20</u>

Requested By: \_\_\_\_\_

Approved By: \_\_\_\_\_

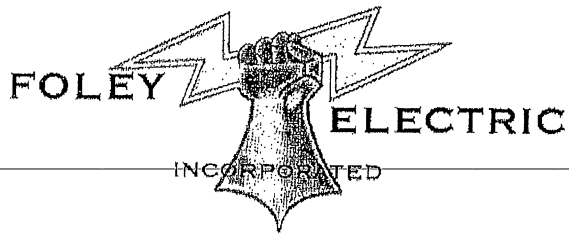
Contractor: Foley Electric, Inc.

Owner: Rock County

Date: 1/18/2016

Date: 1/20/16

Encl: Invoice # 9807  
1/18/2016

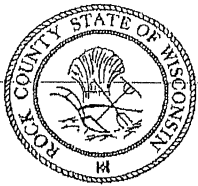


# Invoice

Date	Invoice #
1/18/2016	9807

**2738 Bartells Dr. - Beloit, WI 53511**  
**608-365-9390 - FAX 608-365-2175**

Bill To		P.O. No.		Terms	Project
ROCK COUNTY DEPT OF PUBLIC WORKS 3715 NEWVILLE ROAD JANESVILLE, WI 53545		P1503637		DUE ON RECEIPT	#1606 - ROCK CNTY DP...
Quantity	Description	Rate		Amount	
	DRAW #1: ROCK COUNTY DEPARTMENT OF PUBLIC WORKS STANDBY POWER GENERATOR, 3715 NEWVILLE RD., JANESVILLE, WI 53545.  BREAKDOWN: \$8,616.00 BOND \$2,380.00 MATERIALS \$3,380.00 LABOR = 40 HOURS @\$83.00/HR - PROJECT MANAGER WITH SUBMITTAL PROCESS, ORDERING MATERIALS, ETC...	14,316.00		14,316.00	
THANK YOU FOR YOUR BUSINESS		<b>Total</b>		\$14,316.00	



# COUNTY OF ROCK

CENTRAL PURCHASING DIVISION

51 South Main Street Janesville, Wisconsin 53545  
(608) 757-5517 • (608) 757-5515 • FAX (608) 757-5539

## PURCHASE ORDER

FOLEY ELECTRIC INC  
STEVE FOLEY  
2738 BARTELLS DR  
BELOIT, WI 53511

### PURCHASE ORDER NUMBER


THIS NUMBER MUST APPEAR  
ON ALL CORRESPONDENCE,  
SHIPPING PAPERS, INVOICES  
AND CONTAINERS.

P1503637

SHIP TO  
INVOICE TO

ROCK CO DEPT OF PUBLIC WORKS  
3715 NEWVILLE RD  
JANESVILLE, WI 53545

ROCK CO DEPT OF PUBLIC WORKS  
3715 NEWVILLE RD  
JANESVILLE, WI 53545

ORDER DATE	BID NUMBER	FOB POINT	SHIP VIA	BUYER	
11/20/15	2016-06		YOUR INSTALL	JODI MILLIS	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1		ROCK COUNTY DEPARTMENT OF PUBLIC WORKS STANDBY POWER GENERATOR INVITATION TO BID #2016-06 ROCK COUNTY RESOLUTION #15-11D-420 SITE CONTACT: DUANE JORGENSEN TAX EXEMPT #41407  	333,995.00	333,995.00
TERMS AND CONDITIONS				TOTAL	333,995.00

The party selling to the County of Rock the articles described herein guarantees that the sale or use of them will not infringe any United States patent, and

#### TERMS AND CONDITIONS

The party selling to the County of Rock the articles described herein guarantees that the sale or use of them will not infringe any United States patent, and covenants that it will at its own expense defend every suit which shall be brought against the County of Rock, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use such article or articles, and agrees that it will pay all costs, damages and profits recoverable in any such suit. The party selling to the County of Rock the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws.

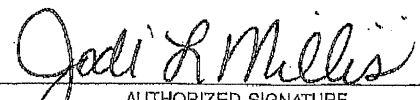
**CANCELLATION:** We reserve the right to cancel this order in whole or in part if delivery is not made in accordance with vendor's proposal. Any dispute arising as to quality and quantity shall be subject to arbitration as provided in chapter 788 of the Wisconsin Statutes.

**NON-DISCRIMINATION:** In connection with the performance of work under this contract, the contractor, agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5)(a), sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S. 16.765(2)).

**TAX EXEMPTIONS:** The County of Rock is exempt from the payment of all Federal excise taxes, registration no. 41407 (For tax-free transactions under chapter 32 of the Internal Revenue code is on file with the District Attorney, U.S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin. The County of Rock is exempt from Wisconsin State and Local taxes on its purchases except certain Wisconsin Excise Taxes, per Wisconsin Statute 77.54(9)(a)(b). Contractors performing construction activities are required to pay state user tax on the cost of materials that they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil, and aviation fuel.

#### NOTICE TO VENDOR:

1. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES.
2. PURCHASES ARE TAX EXEMPT.
3. DELIVERIES ONLY ACCEPTED BETWEEN 8:00 & 11:30 AM AND 1:00 & 3:00 PM. NO DELIVERIES ACCEPTED ON OFF HOURS OR ON SATURDAY, SUNDAY OR HOLIDAYS.
4. ANY ORDER FOR CHEMICALS WHEN SHIPPED SHALL INCLUDE ALL "MATERIAL SAFETY DATA SHEETS".
5. BY SUPPLYING THE ABOVE DESCRIBED ARTICLE, MATERIAL OR SERVICES, VENDOR AGREES NOT TO CHARGE ANY INTEREST ASSESSMENT FOR BILLS PAID BY THE COUNTY WITHIN 60 DAYS OF ACCEPTANCE OF THE GOODS OR SERVICES OR RECEIPT OF A PROPERLY COMPLETED INVOICE, WHICHEVER DATE IS LATER.

  
AUTHORIZED SIGNATURE  
(NOT VALID UNLESS SIGNED BY SENIOR BUYER  
OR PURCHASING MANAGER)