

December 7, 2020

**NOTICE OF MEETING**

Please be advised that the Richland County Finance and Personnel will convene at 1:00 p.m., Tuesday, December 8<sup>th</sup>, 2020, via teleconferencing at the webex.com link found below:  
<https://richlandcounty.my.webex.com/webappng/sites/richlandcounty.my/meeting/download/e3299be7fc3e42eda4c85cb3d59dc0e6?siteurl=richlandcounty.my&MTID=mda76f431c0294997748ade74944213b9>

Tuesday, Dec 8<sup>th</sup>, 2020 1:00 pm Central Time (US & Canada)

Meeting number: 126 454 5506

Password: richland

Join by phone

+1-408-418-9388 United States Toll

Access code: 126 454 5506 ##

Agenda:

1. Call to Order
2. Proof of Notification
3. Agenda Approval
4. Previous Minutes
5. Ordinance pertaining to Fair and Open Housing
6. Replacing Three Cardiac Monitors
7. Compensatory Time Adjustment to Richland County Deputy Sheriff's Association Collective Bargaining Agreement
8. Bid on construction and electrical work of Large Courtroom Improvement Project
9. Bid on Data Wiring for Courts
10. Purchases for Courts Telephone System Improvement Project:
  - a. Extension on current phone system — Marco
  - b. Bid on Switches
11. Adjourn

CC: Committee Members, Richland Observer, WRCO, Bulletin Board and Our Files

## Minutes

Finance and Personnel November 10<sup>th</sup>, 2020

The Richland County Finance and Personnel convened at 1:00 p.m., Tuesday, November 10th, 2020, via teleconferencing at the webex.com

Committee members present included: Shaun Murphy-Lopez, Marty Brewer, Linda Gentes, Donald Seep, David Turk, Marc Couey,

(absent) Melissa Luck,

Meeting called to order Chair Murphey-Lopez

Others present included: Administrator Langreck; elected officials, department heads and employees

The Administrator verified that the meeting had been properly noticed. Copies of the agenda were sent by email to all Committee members, WRCO and County department heads, a copy was posted on the Courthouse Bulletin Board and a copy was faxed to The Richland Observer.

**Agenda Approval**— Motion by Seep, seconded by Couey, to approve the agenda. Discussion: none. Motion carried.

**Amendment to COVID-19 Plan regarding exempt employees**— Motion by Brewer, seconded by Seep, to recommend amendments to the Richland County COVID-19 plan by allowing Department Heads to grant “Exempted COVID-19 Leave” to, Families First Act exempt employees, while isolated for having personally tested positive for COVID-19, with amended policy language changes, effective retroactively to September 16<sup>th</sup>, 2020. Discussion recognized continued inequity and risks in maintaining essential functions. Ayes all. Motioned Carried.

**Extend funding to Child Support Clerical Assistant II position through January 8<sup>th</sup>**— Motion by Turk, second by Couey to continue funding of the Child Support Clerical Assistant II position until January 8th, 2020 to facilitate a 2020 retirement for current employee, and to allow for budget adjustments in 2021 to reflect this change. Discussion: None. All Ayes. Motion Carried

**Utilizing borrowed capital funds for ambulance garage engineering** — Motion by Couey, seconded by Brewer to approve a resolution for the County Board accepting the proposal for architecture and engineering service provided by Jewell and Associates, utilizing borrowed capital improvement funds. Discussion: Concerns expressed on maintaining our current county building and opportunity at hand with private party donating to build the shell. 5 Ayes, 1 Nay (Murphey-Lopez). Motion Carried.

**Utilizing borrowed capital funds for Large Courtroom AV Improvements** — Motion by Seep, seconded by Turk to authorize utilization of fund #75 for the installation of the AV and teleconferencing improvements to the Large Courtroom. Discussion followed. All Ayes. Motion Carried.

**CDB Close** — Motion by Turk, seconded by Seep to return CDBG revolving loan program funds with option to buy out existing DeYoung Loan from the undesignated general fund. 5 Ayes, 1 Nay (Murphey-Lopez). Motion Carried.

**Revenue Reports** — As presented by Treasurer Keller

**Future Agenda Items Proposal** — No suggestions were offered at the meeting. Members were encouraged to reach out to the Chair with future suggestions.

**Adjournment** — Motion by Brewer, seconded by Gentes to adjourn to December 1st at 1pm. Motion Carried.

Clinton Langreck

County Administrator

## Richland County Finance and Personnel Committee

### Agenda Item Cover

#### Agenda Item Name: CDBG – Required - Fair Housing Ordinance

<b>Department</b>	Economic Development	<b>Presented By:</b>	Jasen Glasbrenner
<b>Date of Meeting:</b>	12/07/20	<b>Action Needed:</b>	Adoption of Fair Housing Ordinance
<b>Disclosure:</b>	Open	<b>Authority:</b>	Structure J
<b>Date submitted:</b>	12/07/20	<b>Referred by:</b>	Jasen Glasbrenner

**Recommendation and/or action language:** *(summarize action/s sought by committee, e.g. present a resolution, present an ordinance, receive and file information, approve expense or grant, etc.)*

Motion to recommend action by the county Board to reaffirm existing Fair Housing Ordinances 2005-20 and 80-2

**Background:** *Please refer to the recommended action*

This action pertains to the Community Development Block Grant (CDBG) – Close process that the County is moving through to retain ≈ \$1.2 million dollars in grant funds. In order for Richland County to participate in CDBG Programs it is required to adopt the following ordinance pertaining to Fair and Open Housing.

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**Attachments and References:**


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**Financial Review:** *The financial impact is as noted in the recommended action.*  
*(please check one)*

	In adopted budget	Fund Number	
	Apportionment needed	Requested Fund Number	
x	No financial impact		

No foreseen financial impacts.

**Approval:**

*Jasen Glasbrenner*

**Review:**

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Department Head

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Administrator, or Elected Office (if applicable)

ORDINANCE NO. 20 - \_\_\_\_\_

An Ordinance Stating Richland County's Policy Of Enforcing Wisconsin Statutes, Section 160.50 Barring Discrimination In Housing.

The Richland County Board of Supervisors does hereby ordain as follows:

1. Richland County hereby reaffirms the non-discrimination policies set forth in Ordinance # 80-2 as amended by # 05-20 (Amended)/
2. That it is the policy of Richland County to make every effort to ensure compliance with Wisconsin Statutes, section 106.50, barring discrimination in housing.
3. Richland County, and its officers and employees, shall assist in the orderly prevention and elimination of discrimination in housing in Richland County by implementing Wisconsin Statutes, section 106.50.
4. The County shall maintain forms for complaints to be filed under Wisconsin Statutes, section 106.50, and the County Clerk shall assist any person alleging a violation of that Statute in Richland County in filing a complaint with the Wisconsin Department of Workforce Development, Equal Rights Division.
5. This Ordinance shall be effective immediately upon its passage and publication.

ORDINANCE OFFERED BY THE PROPERTY,  
BUILDING AND GROUNDS COMMITTEE:

FOR AGAINST

Dated: _____	_____	_____	_____
Passed: _____	_____	_____	_____
Published: _____	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

\_\_\_\_\_  
Marty Brewer, Chair  
Richland County Board of Supervisors

ATTEST:

\_\_\_\_\_



### ORDINANCE NO. 2005-20 (Amended)

An Ordinance Amending Ordinance #80-2 Relating To Prohibiting Discrimination In Regard To Housing Accommodations Within The County Of Richland, Wisconsin.

The Richland County Board of Supervisors does hereby ordain as follows:

1. Ordinance #80-2, which was adopted by the County Board on May 20, 1980, is hereby amended as follows:

2. The heading of Ordinance No. 80-2 is hereby amended to read as follows:

An Ordinance Prohibiting Discrimination In Regard To Housing Accommodations Within The County Of Richland, Wisconsin.

3. Paragraph (2) of Section 2 entitled "DEFINITIONS" is hereby amended by adding the following underlined words:

2. Discrimination: or "discriminatory housing practice" means any difference in treatment based upon age, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, race, color, religion, sex, or national origin; or any act that is unlawful under this ordinance.

4. The following underlined words are hereby added before "race" whenever the phrases "race, color, religion, or national origin, sex or place of birth: or "race, color, religion, sex, or national origin" appear in Ordinance No. 80-2:

age, ancestry, disability, sexual orientation, marital status, family status, lawful source of income.

5. Paragraph 4 of Ordinance No. 2005-20 is hereby renumbered as paragraph 5.

6. This Ordinance shall be in full force and effective immediately upon its passage and publication.

Dated: September 21, 2005  
Passed: September 21, 2005  
Published:

ORDINANCE OFFERED BY THE FINANCE  
COMMITTEE

Ann M. Greenheck, Chairman  
Richland County Board of Supervisors

ATTEST:  
Victor V. Vlasak  
Richland County Clerk

	FOR	AGAINST
Ann M. Greenheck	X	
Daniel J. Carroll	X	
Larry D. Wyman	X	
Bruce E. Wunnicke	X	
Jeanetta Kirkpatrick	X	

### ORDINANCE NO. 10-13

An Ordinance Amending Ordinance No. 03-10 Relating To Requiring Permits For New Driveways From Land Abutting County Trunk Highways.

The Richland County Board of Supervisors does hereby ordain as follows:

A. The following portions of Ordinance No. 03-10 which was adopted by the Richland County Board of Supervisors on December 10, 2002 and amended on February 18, 2003, as amended to date, are hereby further amended by repealing the following crossed-out items and adding the following underlined items:

An Ordinance Requiring a Permit for New Driveways Entrances from Land Abutting County Trunk Highways in Richland County.

1. No owner of real estate, owner of an easement of ingress and egress or tenant of real estate in the unincorporated areas of Richland County which abuts a County Trunk Highway shall open, establish or utilize a driveway entrance onto that County Trunk Highway without obtaining a permit under this Ordinance.
2. All permits applied for under this Ordinance shall be filed with the County Highway Commissioner and shall be accompanied with an application fee of \$150.00. The County Highway Commissioner shall issue a permit under this Ordinance for driveways entrances which meet the following standards:
  - (a) As to location: All new driveways entrances must be constructed at the safest point. Access should be obtained off of town road whenever possible, rather than off of a County Trunk Highway. There must be a sight distance of at least 500 feet in both directions. In doubtful cases, the Commissioner may require the applicant to submit, at the applicant's expense, a sight/distance study performed by an engineer licensed to practice in the State of Wisconsin.
  - (b) As to design, all driveways entrances must:

## Richland County Finance and Personnel Committee

### Agenda Item Cover

**Agenda Item Name:** Approve financing option for the replacement of 3 cardiac monitors

<b>Department</b>	Ambulance	<b>Presented By:</b>	Darin Gudgeon
<b>Date of Meeting:</b>	8 Dec 2020	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Committee Structure (D)
<b>Date submitted:</b>	24 Nov 2020	<b>Referred by:</b>	Joint Ambulance Committee

**Recommendation and/or action language:**

Motion to approve a resolution for the County Board allowing the Ambulance Service to enter into a finance agreement with Stryker Medical Corporation

**Background:** *(preferred one page or less with focus on options and decision points)*

\*\*\*UPDATED\*\*\* The Joint Ambulance Committee (JAC) approved a motion for the Service Director to present a financing option, to the Finance and Personnel Committee for their consideration, for the replacement of 3 cardiac monitors. The total amount for the replacement of 3 cardiac monitors is \$101,521.62. The Richland County Ambulance Association has \$2,604.31 to put towards a down payment and the Service could apply \$2,395.69 to make it a \$5,000 down payment. Stryker Medical Corporation is currently offering a finance option of 3 years at zero interest if the purchase is made in December 2020. The JAC budgeted for the replacement of 2 monitors in 2021 and are currently seeking any available funding opportunities to replace all 3 cardiac monitors as they will be at end of life with no technical support at the end of the 2021. The JAC has carefully considered the option of utilizing the offered line of credit and feels they can handle the cost, if spread over a 3 year period. The amount financed would be \$96,521.62. The Physio Control Lifepack 15 is compatible with the service's CPR devices, the AEDs purchased by the Sheriff's Dept. and cardiac equipment used by the Richland Hospital.

**Estimates on the project:** \$ 101, 521.62 - \$ 2,604.31 = \$ 98,917.31

**Attachments and References:**

Stryker Medical finance contract	Lifepack 15 quote
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**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	51 & 47
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

**Approval:**

Darin Gudgeon

Department Head

**Review:**

\_\_\_\_\_

Administrator, or Elected Office (if applicable)



## LIFEPAK 15

Quote Number: 10183621

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: RICHLAND CO AMB SVC

Rep: Julie Schmitz

Attn:

Email: julie.schmitz@stryker.com

Phone Number:

Quote Date: 12/07/2020

Expiration Date: 12/31/2020

### Delivery Address

Name: RICHLAND CO AMB SVC

Account #: 1124087

Address: 181 W SEMINARY ST

RICHLAND CENTER

Wisconsin 53581

### End User - Shipping - Billing

Name: RICHLAND CO AMB SVC

Account #: 1124087

Address: 181 W SEMINARY ST

RICHLAND CENTER

Wisconsin 53581

### Bill To Account

Name: RICHLAND CO AMB SVC

Account #: 1081215

Address: PO BOX 251

RICHLAND CENTER

Wisconsin 53581

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	3	\$31,220.50	\$93,661.50
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	3	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	6	\$405.08	\$2,430.48
4.0	11140-000098	LP15 AC Power Adapter (power cord not included)	3	\$1,410.40	\$4,231.20
5.0	11140-000015	AC power cord	3	\$68.06	\$204.18
6.0	11140-000080	Extension Cable (5ft 3 in)	3	\$262.40	\$787.20
7.0	11160-000011	NIBP Cuff-Reusable, Infant	3	\$18.86	\$56.58
8.0	11160-000013	NIBP Cuff-Reusable, Child	3	\$21.32	\$63.96
9.0	11160-000017	NIBP Cuff -Reusable, Large Adult	3	\$29.52	\$88.56
10.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	3	\$41.82	\$125.46
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	3	\$276.34	\$829.02
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	3	\$50.02	\$150.06
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	3	\$71.34	\$214.02
14.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	3	\$524.80	\$1,574.40
15.0	21996-000109	Titan III WiFi Gateway	3	\$1,035.00	\$3,105.00





LIFEPAK 15

Quote Number: 10183621

Version: 1

Prepared For: RICHLAND CO AMB SVC

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Julie Schmitz

Email: julie.schmitz@stryker.com

Phone Number:

Quote Date: 12/07/2020

Expiration Date: 12/31/2020

#	Product	Description	Qty	Sell Price	Total
16.0	TR-PXL-LP15	TRADE-IN-PHILIPS XL TOWARDS PURCHASE OF LIFEPAK 15	3	-\$2,000.00	-\$6,000.00
Equipment Total:					\$101,521.62

Price Totals:

Grand Total:	\$101,521.62
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Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002  
t: 1-888-308-3146 f: 877-204-1332  
www.stryker.com



Date: December 7, 2020

RE: Reference no: 2210125564

COUNTY OF RICHLAND  
PO BOX 251  
RICHLAND CENTER, Wisconsin 53581

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Short Form Conditional Sale Agreement  
Exhibit A - Detail of Equipment  
Insurance Authorization and Verification  
State and Local Government Rider  
Upfront Payment Invoice**

**\*\*Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider, Valid Tax Exemption Certificate, Upfront Payment Due at Signing (Please provide payment and invoice with signed documents)**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

<b>Federal tax ID number:</b>	_____	<b>AP address:</b>	_____
<b>Purchase order number:</b>	_____	<b>Contact name:</b>	_____
<b>Phone number:</b>	_____	<b>Email address:</b>	_____

**Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)**

Your personal documentation specialist is Alisha Hager and can be reached at 269-389-4155 or by email [alisha.hager@stryker.com](mailto:alisha.hager@stryker.com) for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of **December, 2020**

Sincerely,

**Flex Financial, a division of Stryker Sales Corporation**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.**

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## Short Form Conditional Sale Agreement No. 2210125564

Owner ("we" or "us") :  
Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002

Customer name and address ("You" and "Your"): COUNTY OF RICHLAND PO BOX 251 RICHLAND CENTER, Wisconsin 53581	<b>Equipment location:</b> 181 W SEMINARY ST, RICHLAND CENTER, Wisconsin 53581 <b>Supplier:</b> Stryker Sales Corporation, 3800 E. Centre Avenue, Portage, MI 49002 <b>Equipment description:</b> see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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### Payment information

Number of payments	Payment frequency	Payment amount
1	Upfront payment	\$5,000.00 (Due at signing), (plus applicable sales/use taxes - see "Taxes" section below) followed by:
6	Semi-Annual	\$16,086.94 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)

### Terms and conditions:

**1. Purchase agreement/ acceptance/ payments:** You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, its successor, or any other generally recognized financial information service selected by us, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate.

**2. Ownership/security interest/laws/use/maintenance:** Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

**3. Taxes:** You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

**4. Assignment:** You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales Corporation".

**5. Risk of loss, insurance and reimbursement:** Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the

## Short Form Conditional Sale Agreement No. 2210125564

act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

**6. Default remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

**7. Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

### I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print name:	
Title:	

# **Exhibit A to Short Form Conditional Sale Agreement Number 2210125564** **Description of equipment**

**Customer name:** COUNTY OF RICHLAND

**Delivery address:** 181 W SEMINARY ST, RICHLAND CENTER, Wisconsin 53581

**Part I - Equipment/Service Coverage (if applicable)**

<b>Model number</b>	<b>Equipment description</b>	<b>Quantity</b>
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	3
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	3
21330-001176	BATTERY PACK-LI-ION	6
11140-000098	ADAPTER, POWER, AC TO DC,ENHANCED, LP15	3
11140-000015	POWER CORD-MLD,DOM, STR RCPT	3
11140-000080	CABLE-EXTERNAL POWER, EXTENSION	3
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	3
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	3
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	3
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	3
11577-000002	KIT - CARRY BAG, MAIN BAG	3
11220-000028	TOP POUCH	3
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	3
11171-000049	RAINBOW DCI ADT REUSABLESENSOR, REF 2696,ROHS	3
21996-000109	GATEWAY, WIRELESS, TITANIII	3
TR-PXL-LP15	TR-PHL XL TO LP15	3

**Total equipment:** \$101,521.62

**Total Amount:** \$101,521.62

Customer signature		Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	



# Insurance Authorization and Verification



**Date:** December 7, 2020

Short Form Conditional Sale Agreement Number 2210125564

**To:** COUNTY OF RICHLAND ("Customer")  
181 W SEMINARY ST  
RICHLAND CENTER , Wisconsin 53581

**From:** Flex Financial, a division of Stryker Sales Corporation ("Creditor")  
1901 Romence Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$101,521.62** with deductibles **no more than \$10,000.00**.

\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:

Agent name:

Address:

Phone/fax:

Email address:

COUNTY OF RICHLAND	
Signature:	Date:
Print name:	
Title:	

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Alisha Hager at 269-389-4155.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$101,521.62

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Conditional Sale Agreement Number 2210125564

See Exhibit A to Short Form Conditional Sale Agreement Number 2210125564

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement Number 2210125564** (the "**Agreement**") between **Flex Financial**, a division of Stryker Sales Corporation ("**Owner**") and COUNTY OF RICHLAND ("**Customer**") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

- Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "**Documents**") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
- To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "**Obligations**"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
- Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "**Non-Appropriation Event**"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("**Termination Date**") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("**Termination Notice**") to Owner.
- If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
- Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature		Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Invoice

Agreement number	Current due	Total due	Due date
2210125564	\$5,000.00	\$5,000.00	Upon Receipt

COUNTY OF RICHLAND  
PO BOX 251  
RICHLAND CENTER, Wisconsin 53581

**Make checks payable and remit to:**  
Flex Financial, a division of Stryker Sales Corporation  
25652 Network Place  
Chicago, IL 60673-1256

To ensure proper credit - please detach along the line below and return upper portion with payment.

Please **DO NOT** staple or fold



**Flex Financial Customer Service**  
StrykerFinancialSolutions@Stryker.com

Agreement number	Current due	Total due	Due date
2210125564	\$5,000.00	\$5,000.00	Upon Receipt

COUNTY OF RICHLAND  
PO BOX 251  
RICHLAND CENTER, Wisconsin 53581

Description	Amount
Upfront Payment Due at Signing	\$5,000.00
<b>Total amount due:</b>	<b>\$5,000.00</b>

Retain this portion for your records!

## Richland County Finance and Personnel Committee

### Agenda Item Cover

**Agenda Item Name:** Compensatory Time Adjustments to Richland County Deputy Sheriff's Association Collective Bargaining Agreement.

<b>Department</b>	Sheriff	<b>Presented By:</b>	Clay Porter
<b>Date of Meeting:</b>	01 Dec 2020	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Committee Structure (D)
<b>Date submitted:</b>	18 Nov 2020	<b>Referred by:</b>	LEJC

#### Recommendation and/or action language:

Motion to enter into a Memorandum of Understanding (MOU) with the Richland County Deputy Sheriff's Association adjusting section 14.03 of the collective bargaining agreement to allow a total of 51 hours of compensatory time.

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#### Background: *(preferred one page or less with focus on options and decision points)*

The Richland County Deputy Sheriff's Association is requesting an MOU which would amend the Richland County Deputy Sheriff's Associations collective bargaining agreement. The amendment would be in regards to section 14.03 of the CBA. The current wording has the compensatory time threshold for union employees at 25.5 hours or a half work week of compensatory time. The union's request is to increase the threshold to 51 hours (one full work week). This change would allow the union to stay consistent with the rest of the sheriff's department staff and other county agencies.

#### Attachments and References:

Memorandum Of Understanding	

#### Financial Review:

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input checked="" type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

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#### Approval:

Clay Porter

#### Review:

Clinton Langreck

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Department Head

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Administrator, or Elected Office (if applicable)

## MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding ("MOU") between the **County of Richland ("the County")** and the **Richland County Deputy Sheriff's Association ("RCDSA"), Local No. 253, Wisconsin Professional Police Association/Law Enforcement Employee Relations Division** (collectively "**the Association**"). The County and the Association are parties to a collective bargaining agreement ("CBA") expiring December 31, 2021. The parties have discussed a revision to the current CBA regarding compensatory time, and in consideration of the mutual covenants found below, the parties hereby agree to the following:

1. Upon execution of this MOU, § 14.03 Compensatory Time (1<sup>st</sup> paragraph) of the CBA shall be replaced by the following:

**An employee shall have the option to receive his/her overtime in the form of pay at time and one-half or compensatory time off at time and one-half. The employee may accumulate a maximum of fifty-one (51) hours compensatory time off.**

2. Unless specifically modified by this MOU, all other provisions of the CBA will continue to apply.

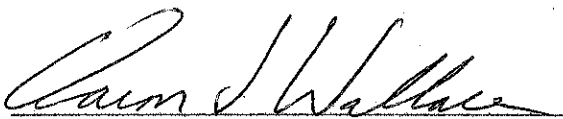
**EXECUTED** this, the \_\_\_\_\_ day of November, 2020.

FOR THE COUNTY:

\_\_\_\_\_  
Marty Brewer, County Board Chair

\_\_\_\_\_  
Clinton Langreck, County Administrator

FOR THE ASSOCIATION:

  
Aaron Wallace, L253 RCDSA President

  
Michael Goetz, WPPA Business Agent

**RESOLUTION NO. 20 - \_\_\_\_\_**

A Resolution Approving A Project In Three Parts Relating To Updating The Digital Audio Recording System And Videoconferencing Systems In The Large Courtroom And Purchasing And Installing An Internet Protocol Telephone System In Both Courtrooms and court offices.

WHEREAS there is a need to update the digital audio recording system and the video conferencing system in the large Courtroom and to purchase and install an Internet Protocol telephone system in both Courtrooms and the court offices, and this work needs to be completed by a proposed March 1, 2021 reopening of the Courtrooms, and

WHEREAS the project consists of three parts, one for data wiring, one for carpentry and electrical support and a third for the purchase and installation of the Internet Protocol telephone system, and

WHEREAS plans and specifications were developed for this project and bids were solicited in accordance with the bidding statutes, and

WHEREAS this project has been carefully reviewed by the Finance and Personnel Committee which is now presenting this Resolution to the County Board for its consideration.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for a project consisting of updating the digital audio recording system and the videoconferencing system in the large Courtroom and purchasing and installing an Internet Protocol telephone system in both Courtrooms and supporting court offices, with this work to be completed by a proposed March 1, 2021 reopening of both Courtrooms, and

BE IT FURTHER RESOLVED that the data wiring component of this project is hereby awarded to the lowest bidder which is Strang Heating and Electrical of Richland Center, Wisconsin in the amount of \$ 18,629.000 and the contract for the data wiring aspect of this project is hereby awarded to that firm's, and

BE IT FURTHER RESOLVED that this part of the project shall be paid for from the Coronavirus Emergency Supplemental Fund Non-Direct Counties 2020 Grant from the Wisconsin Department of Justice, and

BE IT FURTHER RESOLVED that the ~~lowest complete bid of~~ from Michael Marshall Carpentry and Decorating of Richland Center, Wisconsin in the amount \$ 19,600 for the carpentry and electrical work is accepted and the contract for that work is hereby awarded to that firm, and

BE IT FURTHER RESOLVED that this part of the project shall be paid from 2021 Short Term Capital Borrowing Funds, and

BE IT FURTHER RESOLVED that the expansion on existing maintenance contract of Marco Technologies of Madison, Wisconsin in the amount of \$ 21,084.46 for the purchase and installation of the Internet Protocol telephone system in both Courtrooms is hereby accepted and the contract for that work is hereby awarded to that firm, and

BE IT FURTHER RESOLVED that this part of the project shall be paid from Coronavirus Emergency Supplement Fund/Non-Direct Counties 2020 Grant from the Wisconsin Department of Justice, and

BE IT FURTHER RESOLVED that the lowest bid of JComp Technologies Inc of Baraboo, Wisconsin in the amount of \$ 10,416.00 for the purchase and installation of the Internet Protocol Switches in both Courtrooms is hereby accepted and the contract for that work is hereby awarded to that firm, and

BE IT FURTHER RESOLVED that this part of the project shall be paid from Coronavirus Emergency Supplement Fund/Non-Direct Counties 2020 Grant from the Wisconsin Department of Justice, and

BE IT FURTHER RESOLVED that authority is hereby granted to the County Administrator to issue change orders for this project in that amount not to exceed \$ 5,000 in total, and



BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

## VOTE ON FOREGOING RESOLUTION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

COUNTY CLERK

DATED \_\_\_\_\_

RESOLUTION OFFERED BY THE FINANCE AND  
PERSONNEL COMMITTEE:

FOR AGAINST

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## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Large Courtroom Project - Carpentry/Electrical Awarding Bid

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	08 Dec 2020	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Committee Structure F
<b>Date submitted:</b>	02 Dec 2020	<b>Referred by:</b>	

#### Recommendation and/or action language:

Motion to... 1) authorize utilization of short-term capital borrowing funds, and 2) recommend the county board award the bid for carpentry and electrical support in the large courtroom improvements project to Mike Marshall Carpentry and Decoration in the amount of \$19,6000, with change order authorization granted to the administrator not to exceed \$ 3,000.

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#### Background: *(preferred one page or less with focus on options and decision points)*

The county is currently undertaking upgrade opportunities to both courtrooms. Upgrades to the large courtroom include installations of digital audio recorder systems (DAR) and video conferencing systems. These projects will include flooring, minor carpentry and cabinetry, wire conduit installation, electrical work, data cabling, replacing carpet, etc..

Awarding the proposed bid allows the county to move forward with the preliminary carpentry and electrical needed to run data wiring and place the recording and teleconferencing systems.

Our current priority is focused on completing the project prior to March 2021 with compliance of County Board Rules. The project was posted in compliance with Rule #14 and bids were reviewed on December 4<sup>th</sup>.

#### Attachments and References:

Attached Bid	
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#### Financial Review:

(please check one)

<input checked="" type="checkbox"/>	In adopted budget	Fund Number	Short-term capital borrowing
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

The bid amount is \$ 19,600. Based on experiences with courthouse improvement projects, there is likely going to be a need for a change order once the walls and floors are opened. For sake of expediting the completion, recommend that a contingent amount of \$ 3,000 be made available for the administrator if needed.

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#### Approval:

#### Review:

*Clinton Langreck*

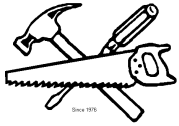
**Richland County Committee**

**Agenda Item Cover**

Department Head

Administrator, or Elected Office (if applicable)

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# MICHAEL MARSHALL CARPENTRY & DECORATING

24133 CTY HWY A  
RICHLAND CENTER, 53581  
(608) 647-2708

# PROPOSAL

DATE	PROPOSAL #
12/4/2020	2020.016

NAME / ADDRESS
RICHLAND COUNTY GOVERNMENT

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
<p>LARGE COURT ROOM CONDUITS AND CREDENZA</p> <p>Work to consist of floor removal and replace ready for flooring underlayment, floor joist area in area of race way cleaned out (full of bricks mortar and debris) and hauled away. Electrical to be provided at 8 locations as sketched in white board drawing. Cabinet provided for credenza to fit 2-14RU rack as requested with 1 drawer and storage area under. Counter top similar to small court room. Cabinet to have venting as required. One inch ENT conduits to be placed in approximately 18 locations as per white board drawing.</p> <p>NOTES TO PROPOSAL</p> <p>At time of inspection existing race way appears to be unusable and will require addition fees if this location is requested.</p> <p>Michael Marshall Carpentry &amp; Decorating and associates will not be held financially responsible for Delays caused from product availability or COVID related issues.</p> <p>Down Payment of 5000.00 required at bid award for purchase of materials</p> <p>Payment within 10 days of completion.</p>	1	19,600.00	19,600.00
Proposal is good for 60 days. Thank you for considering us!		<b>TOTAL</b>	\$19,600.00



1201 S. Stoughton Road  
Madison, WI 53716  
Phone: 608.222.8869  
Fax: 608.222.8618  
info@bachmannconstruction.net  
www.bachmannconstruction.com

## Proposal Contract

### *Quality is our Foundation*

**To:** Richland County  
ATTN: Barbara Scott

**Date:** 12-4-2020

**Job Name and Location:** Richland County Courthouse

**Phone:** 608-649-5922

**Anticipated Start Date:** December 2020

**Fax:** 608-647-6611

**Anticipated Completion Date:** February 2020

**E-Mail:** Barbara.scott@co.richland.wi.us

We propose to furnish labor, materials and equipment to accomplish the following specific items of work in accordance with site visit, email from Barbara Scott on 12-3-2020 and in accordance with bid documents provided. We include the following items:

- General Requirements including Supervision, Equipment and Debris Disposal
- (1) 8' long credenza comprised of several custom made base cabinets and one countertop. All finished surfaces are to be plastic laminate material. This credenza will be built so as to accept equipment racks from Marco
- Removal of one projector screen and patching of wall surface behind screen including painting of patch only.
- Cut 200 lf of floor trench into concrete and wood floor system to enable installation of conduit below finish floor. Trench will be patched back in with plywood and no finish flooring. No concrete will be installed.
- Supply and install conduit per email on 12-3-20 from Barbara Scott. Total of 300 lf of conduit of which much will be used by low voltage contractor (low voltage work is not part of this project or this Proposal scope)
- Supply and install outlets per email on 12-3-20 from Barbara Scott and also provide power to two devices.
- Construct (1) chase using steel studs and drywall for conduit. Chase will be from floor to ceiling in jury room.

**Proposed Price : \$17,570**

**NOTE: We exclude any low voltage work other than conduit installation. We exclude any AV work. We exclude any plumbing or hvac work. We exclude any temporary protection. We exclude any bid bond or performance or payment bond. We exclude anything not specifically stated above.**

*Note: This proposal does not include anything not specifically stated herein. This proposal covers only those items included above, any change in the intended scope of work outlined here, or any additional work items will be handled as a change and may result in additional cost.*

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**Payments to be made as follows:**

***Partial Payments as Work Progresses / Net 20 Days***

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All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications, requested by Customer, involving extra cost, will be executed and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, Acts of God or other delays beyond our control. Customer is to carry builder's risk, fire, tornado, and other necessary insurances. Our workers are fully covered by Worker's Compensation insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Bachmann Authorized Signature \_\_\_\_\_

Chris Quandt, Senior Project Manager, Bachmann Construction Company, Inc. [the "Contractor"]

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## ACCEPTANCE OF PROPOSAL

The within price, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. The individual signing below personally guarantees performance of this contract on behalf of the Customer.

Attachment "A" Includes Additional Terms and Conditions binding upon Customer as part of this contract. ***Please Read It.***

Date of Acceptance: \_\_\_\_\_

Signature (For Customer): \_\_\_\_\_

Signature (For Customer): \_\_\_\_\_

**IF THIS IS A TENANT IMPROVEMENT, BACHMANN CONSTRUCTION COMPANY, INC. REQUIRES DIRECT AUTHORITY FROM THE OWNER OF THE PROPERTY, IN THE FORM SET FORTH BELOW, BEFORE PROCEEDING:**

I hereby acknowledge receipt of a copy of this contract and acknowledge that my tenant, signing above has my authority as owner of the property to contract for these alterations and/or improvements to my property. I understand that I am not obligated to pay for such alterations or improvements, but in the event of nonpayment by my tenant, I understand the property involved may be subject to lien for amounts due.

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

# ATTACHMENT A

## NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BACHMANN CONSTRUCTION CO., INC. [BACHMANN], HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO BACHMANN, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH SUCH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. BACHMANN AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID

## ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. **FINAL CONTRACT:** WHEN ACCEPTED BY SIGNATURE OR DIRECTION TO PROCEED, THE DOCUMENT/PROPOSAL WHICH INCLUDES THIS ATTACHMENT A BECOMES THE PARTIES' FULL, FINAL AND ONLY CONTRACT. [THE "AGREEMENT"] ANY ORAL REPRESENTATIONS MADE DURING PRIOR NEGOTIATIONS AND NOT EMBODIED IN THIS AGREEMENT ARE NOT INTENDED TO BE PART OF THIS AGREEMENT, CAN NO LONGER BE RELIED ON AND ARE NOT BINDING. PROVISIONS IN THIS ATTACHMENT CONTROL OVER, AND SUPERCEED, ANY INCONSISTANT PROVISIONS IN THE FORM CONTRACT TO WHICH IT IS ATTACHED AND MADE PART OF. THIS AGREEMENT IS NOT ASSIGNABLE BY OWNER WITHOUT WRITTEN APPROVAL OF BACHMANN.
2. **STANDARD EXCLUSIONS:** Unless specifically included elsewhere herein, this Agreement does *not* include *labor or materials* for the following work (any Exclusions in this paragraph which have been lined out and initialed by the parties do not apply to this Agreement): Removal and disposal of any materials containing asbestos or any other hazardous material as defined by the EPA. Custom milling of any wood for use in project. Moving Owner's property around the site. Labor or materials required to repair or replace any Owner-supplied materials. Repair of concealed underground utilities not located on prints or physically staked out by Owner which are damaged during construction. Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual property lines). Final construction cleaning (BACHMANN will leave site in "broom swept" condition). Landscaping and irrigation work of any kind. Temporary sanitation, power, or fencing, correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Removal and replacement of existing rot or insect infestation.
3. **CHANGE ORDERS:** Every oral or written direction of the Owner or the Owner's authorized agent, if it entails additional time or expense not part of the original Agreement, shall be handled as a change order. Change orders shall be reduced to writing by BACHMANN, and signed by the Owner or the Owner's authorized agent. The Work, as modified by the Owner or the Owner's agent's directions, may proceed at the discretion of the BACHMANN. Unless Owner or the Owner's authorized agent objects, in writing, to a written change order within five (5) days of presentation by BACHMANN, including both a written explanation of the reasons for the objection and a written statement of the amount the Owner believes is reasonably related to the directed changes, the BACHMANN change order shall be deemed accepted, whether or not signed by the Owner or the Owner's authorized agent, and the Owner shall be bound by it, all objections having been waived. Owner shall be responsible for such additional cost or delay as may reasonably relate to such directed or required changes.
4. **PRE-EXISTING CONDITIONS:** With respect to remodeling and repair work, BACHMANN provides no warranty as to pre-existing conditions not altered by BACHMANN's work. Owner agrees to fully indemnify and hold harmless BACHMANN and BACHMANN'S sub-contractors (if any) in the event that such pre-existing conditions

(including the work of earlier subcontractors) should result in loss, liability, litigation or damages to the work installed under this contract.

5. **CONCEALED CONDITIONS:** This Agreement is based solely on the observations BACHMANN was able to make of the structure or property in its current condition at the time of inspection for bidding. If Concealed Conditions are discovered once work has commenced which were *not* visible or anticipated at the time this proposal was bid, BACHMANN may stop work and point out these unforeseen conditions to Owner so that Owner and BACHMANN can execute a Change Order for any Additional Work. If Owner or the Owner's agent directs the work to proceed, fails to promptly respond to BACHMANN, or the additional work is required to complete the originally contracted for work, the additional work may proceed at BACHMANN's discretion. The Owner shall be responsible for the additional cost or delay as may reasonably relate to the unforeseen conditions.
6. **CHANGES REQUIRED BY PLAN CHECKERS, FIELD INSPECTORS, OR ARCHITECT'S ERROR:** Any increase in the Work which is required by plan checkers or field inspectors with city, county, or state zoning/environmental/ building/planning departments or agencies, or as the result of an error or omission in the Architects plans or specifications, will be treated as additional work to this Agreement for which BACHMANN may issue a Change Order and Owner shall be responsible.
7. **DELAYED PAYMENT PENALTIES:** Penalty interest charges will be applied on the entire account balance when there are Late Payments under this Agreement. Penalty interest accrues at the rate of 1 ½ % per month on the outstanding balance, from date of invoice. Advance payment for materials to be stockpiled on site and progress payments may be required and invoiced. Credit is not being extended under this Agreement. Failure to timely pay BACHMANN is a material breach of this Agreement. All payments on this obligation, or any resulting judgment, will be applied first to costs accrued under ¶8 below, if any, next to accrued interest, and the balance to principal. The obligations of this paragraph shall continue to apply until actual payment in full, notwithstanding the reduction to judgment of the underlying obligation. If at any time during performance of this contract, in the sole judgment of BACHMANN, the financial condition of the Owner puts payment to BACHMANN at risk, BACHMANN may require full or partial payment in advance or in escrow, regardless of the original terms of payment.
8. **DISPUTE RESOLUTION AND ATTORNEY'S FEES:** Any controversy or claims arising out of or related to this Agreement shall be resolved in the state courts of the state of Wisconsin. The prevailing party in such proceeding shall be entitled to recover all of their actual costs of the action and any appeal, without proration by issues or claims, including payment of their reasonable actual (a) attorney's fees, (b) expert witness fees, (c) witness expense (including employee time at charge out rates), (d) out of pocket costs, and (e) either litigation related expenses. This Agreement shall be given the broadest, lawful and enforceable scope permissible for the protection of the prevailing party and to make the prevailing party whole of their litigation expenses. The obligations of this paragraph shall continue to apply until actual payment in full, notwithstanding the reduction to judgement of the underlying obligation. **BOTH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY, AND CONSENT TO TRIAL BY COURT.**
9. **LIMITED WARRANTY:** All materials are guaranteed to be as specified. BACHMANN agrees to correct any defective BACHMANN or Sub-contractor supplied labor used for new construction in this project for a period of one year following substantial completion of all work. The Owner's sole remedy for any defect in materials (including labor and supplies necessary to repair or replace defective materials) shall be to the manufacturer's warranty and is strictly with the manufacturer, not with BACHMANN. BACHMANN shall have no obligation to perform under this warranty unless paid in full on this contract and provided actual notice and opportunity to perform the warranty obligations, within the warranty period. Substantial completion is the issuance of an occupancy permit, actual occupancy, or the completion of the work necessary for the premises to serve their intended purpose, whichever comes first. No warranty is provided by BACHMANN on any materials furnished by the Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by the BACHMANN (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process).

Repair of the following items is specifically excluded from BACHMANN's warranty: Damages resulting from lack of Owner maintenance; damages resulting from Owner abuse or ordinary wear and tear; deviations that arise such as the minor cracking of concrete, stucco and plaster; minor stress fractures in drywall due to the curing of lumber; warping and deflection of wood; shrinking/cracking of grouts and caulking; fading of paints and finishes exposed to sunlight; damage or movement caused by wind, waves, ice or any combination thereof. These risks are specifically assumed by the Owner as part of this contract.

**THE EXPRESSED LIMITED WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR CONTAINED IN THE CONTRACT FORM ATTACHED. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND PRECLUDES ALL IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. THIS LIMITED WARRANTY CONSTITUTES THE SOLE WARRANTY OF BACHMANN. BACHMANN'S LIABILITY TO OWNER ARISING OUT OF THE SERVICES, PARTS AND MATERIALS SUPPLIED, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY LEGAL THEORY AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATION, OR DEFECTS FROM ANY CAUSE, SHALL BE LIMITED EXCLUSIVELY TO CORRECTING OF THE WORKMANSHIP, AS PROVIDED HEREIN.**

- 10. COMMENCEMENT AND COMPLETION:** Unless otherwise specified herein, the start date will be within 30 days of acceptance of this proposal. Unless otherwise specified herein, the completion date will be within 360 days thereafter. If for reasons beyond the direct control of BACHMANN, start or completion is delayed, Owner shall not unreasonably refuse to execute a change order reflecting the delayed start or completion date.
- 11. NO UNINSURED INDEMNIFICATION:** Liability under any contractual indemnification obligation herein shall not exceed the amount received from insurance coverage for payment of such obligation to indemnify.
- 12. TRUST FUNDS:** The Owner, as well as any Contractor or Subcontractor subject to this Agreement, agree that all mortgage and insurance proceeds related to the work to be completed by BACHMANN, or the property such work is performed upon, shall constitute a trust fund in the hands of such Owner, Contractor, Subcontractor or their agent, for the payment pro-rata of all claims due and to become due or owing from BACHMANN, or such other Contractor or Subcontractor, for lienable labor and materials, until all such claims have been paid. The use of any of such moneys by the Owner, Contractor or Subcontractor, or their agent, for any other purpose until all claims, except those which are the subject of a bona fide dispute, have been paid in full, or pro rata in cases of a deficiency, shall constitute theft of any moneys so misappropriated. In case of bona fide dispute, such trust funds as are claimed to be due by BACHMANN shall be retained in trust pending the outcome of the dispute and may be used for no other purpose. Trust funds in the hands of an Owner, Contractor, Subcontractor or their agent, include such proceeds which may be under their control or direction, in whole or in part, including but not limited to, escrow and bank accounts. This provision is in addition to Wis. Stat. §§779.02 and 706.11.

7/25/2016

**NOTICE CONCERNING CONSTRUCTION DEFECTS**  
**RESIDENTIAL PROJECTS ONLY**

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the CONTRACTOR who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the CONTRACTOR a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

A PDF copy of the “Right-to-Cure” brochure may be found on the Wisconsin Department of Safety and Professional Services Web site:

**<http://dsps.wi.gov/Programs/Industry-Services/Industry-Services-Programs/One-and-Two-Family-UDC/One-and-TwoFamily-Dwellings-Uniform-Dwelling-Code-Publications>**

# Wisconsin “Right to Cure Law”

The “Right to Cure Law” provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the “Right to Cure Law” process before arbitration or before legal action.

The 2005 Wisconsin Act 201, the “Right to Cure Law,” says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations.

This document highlights some of the provisions of the “Right to Cure Law”, and is not a complete description of the law, and is not a substitute for legal representation.

## Notice Concerning Construction Defects

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

## More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim, are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the “Right to Cure Law” can result in delay or dismissal of legal or arbitration actions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the “Right to Cure Law” process, by the state’s court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.

The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

## **Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers**

*Step One Notice of Claim*—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

*Step Two: Contractor’s Response*—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

*Step Three: Claimant’s Response*—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

*Step Four: Contractor’s Supplemental Response*—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

*Step Five: Claimant’s Response*—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

Rev. 9/14

Sego Services, LLC

2065 North Memorial Drive  
Racine, WI 53404  
+1 8887050402  
info@segoservices.com



Estimate

ADDRESS  
Richland County

ESTIMATE  
DATE

20223JH  
12/04/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Electric and carpentry quote for courtroom renovation per Project Description presented during the 11/30/2020 walk through.			
		Cut in floor chases and supply and install all electric described.			
		Repair floor chases			
	Sales	Supply and install new cabinet per picture drawing. supplied. Final measurements TBD.			72,982.00
TOTAL					\$72,982.00

Accepted By

Accepted Date

## Richland County Committee

### Agenda Item Cover

#### Agenda Item Name: Large Courtroom Project – Data Wiring Awarding Bid

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	08 Dec 2020	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Committee Structure F
<b>Date submitted:</b>	02 Dec 2020	<b>Referred by:</b>	

#### Recommendation and/or action language:

Motion to... recommend the county board award the bid for data wiring support in the large courtroom improvements project to Strang Telecom in the amount of \$18,629.00, with change order authorization granted to the administrator not to exceed \$ 2,000.00.

#### Background: (preferred one page or less with focus on options and decision points)

The county is currently undertaking upgrade opportunities to both courtrooms and courts offices. Upgrades to the large courtroom include installations of digital audio recorder systems (DAR) and video conferencing systems. These projects will include flooring, minor carpentry and cabinetry, wire conduit installation, electrical work, data cabling, replacing carpet, etc.. Awarding the proposed bid allows the county to move forward with the data wiring infrastructure needed to place the recording and teleconferencing systems.

Our current priority is focused on completing the project prior to March 2021 with compliance of County Board Rules. The project was posted in compliance with Rule #14 and bids were reviewed on December 4<sup>th</sup>.

#### Attachments and References:

Attached Bid	
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#### Financial Review:

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source	DOJ Grant Procurement	
<input type="checkbox"/>	No financial impact		

(summary of current and future impacts)

The bid amount is \$ \$18,629.00.

Data wiring will support IP phone installation(grant). Based on experiences with courthouse improvement projects, there is likely going to be a need for a change order. For sake of expediting the completion, recommend that a contingent amount of \$ 2,0000 be made available for the administrator if needed.

#### Approval:

#### Review:

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)



# STRANG

HEATING • ELECTRIC • PLUMBING • TELECOM

6 Veterans Drive, Richland Center, WI 53581

PHONE (608) 647-2855 • FAX (608) 647-5309

December 2, 2020

Richland County Courthouse  
181 W Seminary St  
Richland Center, WI

## Category 6 Data Cabling Project for Courthouse

**Investment..... \$18,629.00**

### To Include:

**Judge's Office:** Install Wiremold 700 raceway and boxes to match existing electrical. Install EMT conduit on Bell Tower floor to protect cable. Install j-hooks in attic to extend cable path. Install 3 data cables from data rack in Clerk of Court's Offices: 2 to Judge's desk location, install 1 cable to common wall with Judge's Chamber. Use Panduit faceplates CFPE4EIY

**Judge's Chamber:** Drill hole through common wall with Judge's Office, sleeve with EMT conduit and mount Wiremold surface box. Install 1 data cable from data rack in Clerk of Court's Offices to Judge's Chamber. Use Panduit faceplate CFPE4EIY

**Law Library:** Install 3 data cables from data rack in Clerk of Court's Offices to Law Library, 1 of the cables to be installed on South wall, Wiremold raceway to be installed. The exact location of other 2 cables to be determined later. Individually coil, terminate, label and store these 2 cables on j-hooks with 80' of cable length on each coil.

**Large Courtroom:** Provide 4 data cables from data rack in Clerk of Court's Offices to a new rack (provided by others) in northwest corner of room. Install 2 data cables from data rack in Clerk of Court's Offices to Prosecution Table.  
From new data rack in northwest corner of room (cable paths to be provided by others); install 1 cable to printer location, 1 data cable to defense table, 2 data cables to Judge's Bench, 3 data cables to Clerk's desk and 2 data cables to Court Reporter Desk. Use applicable Panduit faceplate. Provide/label a 24-port patch panel for new data rack (Panduit CPPL24WBLY)

**Jury Room:** From new data rack in northwest corner of room install 1 data cable to Jury Room. Use Panduit faceplate CFPE4EIY.

**Family Court Rm 307:** Install 2 data cables from data rack in Clerk of Court's Offices to Room 307, drill holes and fish cables from attic into dividing wall with 1 cable terminated on each side of wall. Use Panduit faceplate CFPE4EIY. Install j-hooks in attic for cable path.

**Porch:** Install 2 data cables from data rack in Clerk of Court's Offices to far corner in room where existing cables are located. Use applicable Panduit faceplate. Install j-hooks in attic as required.

**District Attorney Offices:** Install 6 data cables from data rack in Clerk of Court's Offices to desk locations in District Attorney's offices. These cables will be routed through floor utilizing existing electrical/data combo wall boxes. Wall boxes will need to be adapted to allow installation of a faceplate (Panduit CFFPL4IW) to hold connectors. Cables will be routed above drop ceiling in lower level, new j-hooks to be installed where existing path is full.

**Clerk of Court Offices:** Install 5 data cables from data rack in Clerk of Court's Offices to desk locations in Clerk of Court Offices. These cables will be routed through floor utilizing existing electrical/data combo wall boxes. Wall boxes will need to be adapted to allow installation of a faceplate (Panduit CFFPL4IW) to hold connectors. Cables will be routed above drop ceiling in lower level, new j-hooks to be installed where existing path is full. Install 1 cable to location near fax.

Install 2 data cables in back office from data rack in Clerk of Court's Offices. Install a ¾" EMT conduit cable path from rack up to ceiling and across file room and back down, drill access hole through common wall of file room/back office, install 4X4 j-boxes on each side of wall, extend the conduit across wall to 2 work stations with a j-box and plaster ring for each location. Use Panduit faceplate CFPE4E1Y.

**Register in Probate Offices:** Install 5 data cables from data rack in Clerk of Court's Offices to desk locations in Probate Office. These cables will be routed through floor utilizing existing electrical/data combo wall boxes. Wall boxes will need to be adapted to allow installation of a faceplate (Panduit CFFPL4IW) to hold connectors. Cables will be routed above drop ceiling in lower level, new j-hooks to be installed where existing path is full. Drill Access hole above drop ceiling from hallway to emergency management conference room and sleeve.

**Court Reporter:** Install 1 data cable from data rack in Clerk of Court's Offices to desk location. This cable will be routed through floor utilizing existing electrical/data combo wall boxes. Wall boxes will need to be adapted to allow installation of a faceplate (Panduit CFFPL4IW) to hold connectors. Cable will be routed above drop ceiling in lower level, new j-hooks to be installed where existing path is full.

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When project is complete, all access holes and conduits will be sealed with firestop as required by code. Firestop placed in cable pathways shall be re-enterable

All horizontal cable routes in all locations to be supported by category 6 compliant j-hooks spaced no more than 6'.

All cables will be enhanced category 6 manufactured by General Cable part number 7133902

All cables will be terminated with modular jacks (Panduit CJ688TGOR) at workstation and in the patch panel.

One 48-port modular patch panel (Panduit CPPL48WBLY) will be installed/labeled in the existing Clerk of Court equipment rack.

All cables will be labeled at both ends and documented.

All cables will be tested and certified category 6 compliant on a Cable Certification Analyzer. Test results and documentation to be provided to MIS staff.

Cleanup of all installation areas will be completed.

Submitted by Jim Luxton

## Richland County Committee

### Agenda Item Cover

#### Agenda Item Name: Courts Phone System Upgrade Project –Awarding Bid

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	08 Dec 2020	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Committee Structure F
<b>Date submitted:</b>	02 Dec 2020	<b>Referred by:</b>	

#### Recommendation and/or action language:

Motion to purchase phone system expansion from Marco in the amount of \$21,084.46.

Motion to accept bid for switches from JComp in the amount of \$10,416.00.

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#### Background: *(preferred one page or less with focus on options and decision points)*

The county is currently undertaking an upgrade to the courts phone system through funding made available by DOJ grant procured through the Clerk of Courts Office. The focus of this project is an upgrade to IP (Internet Protocol) telephone system to allow for more remote accessibility facing the current pandemic. This project is running concurrently with the large courtroom improvement project.

Making the Marco phone purchase is an extension to the existing maintenance contract and allows the county to move forward with improvements to the courts telephone and communication infrastructure and allows for more remote accessibility.

Awarding the bid on switches to JComp is in compliance with Rule #14.

Our current priority is focused on completing this project, with the large court room improvements, prior to March 2021 with compliance of County Board Rules. The purchase project will be an expansion of the existing phone system in the Health and Human Services Department and Sheriff Department which are under contract with Marco Technologies.

#### Attachments and References:

Attached Bid	
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#### Financial Review:

(please check one)

x	In adopted budget	Fund Number	
	Apportionment needed	Requested Fund Number	
x	Other funding Source	DOJ Grant Procurement	
	No financial impact		

*(summary of current and future impacts)*

The expended phone services amount is \$ \$21,084.46, and added switches \$10,416.00

IP phone installation will be paid through Coronavirus Emergency Supplemental Funds-Non-Direct Counties 2020 grant.

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#### Approval:

#### Review:

*Clinton Langreck*

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Department Head

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Administrator, or Elected Office (if applicable)

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December 3, 2020

**PROPOSAL FOR**

**RICHLAND COUNTY HEALTH & HUMAN  
SERVICES**

**BARB SCOTT**

Prepared By:

Fred Kunkel  
Technology Advisor  
320.259.3001 x1701  
fred.kunkel@marconet.com

Document Number: 093216



**MANAGED SERVICES**



**AUDIO VISUAL**



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**BUSINESS IT SERVICES**



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**800.847.3098 • MARCONET.COM**

IT - Expand Mitel system in the sheriff department -- RICHLAND COUNTY HEALTH &  
HUMAN SERVICES**Prepared by:**

Marco - Madison

Fred Kunkel  
320.259.3001 x1701  
fred.kunkel@marconet.com**Prepared for:**RICHLAND COUNTY HEALTH &  
HUMAN SERVICES221 WEST SEMINARY STREET  
RICHLAND CENTER, WI 53581  
BARB SCOTT  
608.647.8821  
barbara.scott@co.richland.wi.  
us**Ship To:**RICHLAND COUNTY HEALTH &  
HUMAN SERVICES221 W SEMINARY ST  
RICHLAND CENTER, WI 53581-  
2358  
BARB SCOTT  
608.647.8821  
barbara.scott@co.richland.wi.  
us**Quote Information:**

Quote #: 093216

Version: 1  
Date Issued: 12/03/2020  
Expiration Date: 12/23/2020  
Special Pricing Program:  
NJPA

## ■ Products

Description	One-Time	Qty	Ext. One-Time
This quote is based on the Mitel Sourcewell contract #022719-MBS			
MiVoice Bus License - Enterprise User	\$105.00	3	\$315.00
UCCv4.0 Entry User for MiVoice Bus x1	\$135.00	42	\$5,670.00
6920 IP Phone	\$177.00	8	\$1,416.00
Mitel MiVoice 6930 IP Phone - Wall Mountable, Desktop - Black - VoIP - Speakerphone - 2 x Network (RJ-45) - USB - PoE Ports - Color	\$246.00	27	\$6,642.00
Mitel MiVoice 6970 IP Conference Station - Corded/Cordless - Bluetooth - VoIP - USB - PoE Ports - Color	\$495.00	2	\$990.00
Enterprise License Group	\$600.00	1	\$600.00
SWA Std 1y MiVBus DLM		1	
<b>Subtotal:</b>			\$15,633.00

## ■ Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Milestone 1	\$5,451.46	1	\$5,451.46
<b>Subtotal:</b>			\$5,451.46



Quote Summary - One-Time Expenses

Description	Amount
Products	\$15,633.00
Professional Services Labor	\$5,451.46
Total:	\$21,084.46

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$21,084.46

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	

## ■ Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at [www.marconet.com/legal](http://www.marconet.com/legal) for the Products it is obtaining as identified in this Schedule of Products. If the parties have negotiated changes to the Terms and Conditions, the modified version(s) of an such Terms and Conditions, that have not expired or been terminated, shall control.
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.

Marco Technologies, LLC

RICHLAND COUNTY HEALTH & HUMAN  
SERVICES

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared for: BARB SCOTT \_\_\_\_\_

Signature: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



Richland County  
November 20, 2020

Prepared By:  
Robert C. Carns MCSE, CCNA, CCDA, MCNE, CCA

Qty.	Description		Price	
1	Cisco 2960X 48port 10/100/1000 - 2 SFP+ - 740W PoE Includes \$1685 promo to 11/30/2020	\$	5,208.00	<u>x2</u>
1	Cisco SMARTnet 8x5xNBD - 1 Year	\$	550.00	<i>No</i>
1	Cisco SMARTnet 24x7x4 - 1 Year	\$	880.00	<i>No</i>
1	Cisco 2960X 48port 10/100/1000 - 2 SFP+ - 370W PoE Includes \$1443 promo to 11/30/2020	\$	3,816.84	<i>No</i>
1	Cisco SMARTnet 8x5xNBD - 1 Year	\$	481.00	<i>No</i>
1	Cisco SMARTnet 24x7x4 - 1 Year	\$	770.00	<i>No</i>





WS-C2960X-48FPD-L



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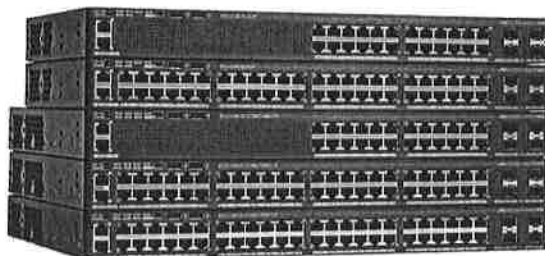
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## Cisco Catalyst 2960X-48FPD-L - switch - 48 ports - managed - rack-mountable

Mfg.Part: WS-C2960X-48FPD-L | CDW Part: 4942410 | UNSPSC: 43222612

Availability: • 4-6 Weeks

Orders placed today will ship within 4-6 weeks by a CDW partner.

For more information, please contact your account manager.

Adam Flynn: 847.968.9303

### Warranties

☐ None☐ Include: [Cisco SMARTnet 1 yr Service Agreement](#) - \$428.88[View All Warranties](#)[View Services](#)[View Accessories](#)

Was \$9,631.18 SAVE \$4405.29

**\$5,225.89** My CDW•G Price[Lease Option](#) (\$146.80/month)

### Product Details

- 48FPD-L
- Switch
- managed
- 48 x 10/100/1000 (PoE+) + 2 x 10 Ggabit SFP+
- desktop
- rack-mountable
- PoE+ (740 W)

## Product Overview

### Main Features

- 48FPD-L
- Switch
- managed
- 48 x 10/100/1000 (PoE+) + 2 x 10 Ggabit SFP+
- desktop
- rack-mountable
- PoE+ (740 W)

Cisco Catalyst 2960-X series switch is the next generation of the world's most widely deployed access switches. It enables intelligent services such as application visibility, smart operations layer 3 routing and deliver best-in-class energy efficiency with up to 80 percent energy savings.

### Tech Specs

*Specifications are provided by the manufacturer.*

#### Header

Manufacturer :	Cisco GSA Hardware
Brand :	Cisco
Product Line :	Cisco Catalyst
Model :	2960X-48FPD-L
Packaged Quantity :	1

#### Processor

Clock Speed :	600 megahertz
---------------	---------------

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## Cisco Catalyst WS-C2960X-48FPD-L Network Switch (WS-C2960X-48FPD-L)

★ ★ ★ ★ ★ (No reviews yet) [Write a Review](#)

Manufacturer: Cisco

SKU: 58203

Part Number: WS-C2960X-48FPD-L

Condition: Recertified

**Price: \$7,995.00**

Quantity:

▼ 1 ▲

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