



AGENDA

Building and Property Committee

Tuesday, June 11, 2013

10:00 a.m.

Jury Assembly Room

Lower Level, Courthouse Annex

1. Call meeting to order
2. Approve agenda
3. Public Comment – Speakers will be limited to 5 minutes
4. Approve minutes of May 14, 2013 – Please review website posting/County Board packet
5. Discuss/consider a RFP for Architect and Engineering services for new offices at the Highway Department building, action if any
6. Discuss/consider replacing the roof on the vacated LEC building, action if any
7. Discuss/consider disposal of excess Forestry and Parks department equipment – sawmill, action if any
8. Discuss/consider disposal of surplus IS items, action if any (attachment)
9. Discuss/consider giving Menominee County, Michigan 8 stools from the old LEC visitation area and 2 benches from reception and booking, action if any
10. Discuss/consider Right of Entry Agreement for Time Warner to provide service to Cellcom in the Courthouse subject to Corporation Counsel's review, action if any (attachment)
11. Discuss/consider UW-Marinette classroom roof project change order for direct purchase of materials to save sales tax, action if any (attachment)
12. Department Head Report
 - Division labor forecast
 - Utilities
 - Motor Pool
 - Auction Results
13. Future agenda items
14. Set next meeting date
15. Adjournment

cc:	Mike Behnke	Facilities Director	Media
	Russ Bousley	County Board Chair	Posting
	Mike Cassidy	County Administrator	
	Vilas Schroeder	Corporation Counsel	
	Bill Walker	County Clerk	

PLEASE NOTE: AGENDA ITEMS MAY NOT BE CONSIDERED AND ACTED UPON IN THE ORDER LISTED

If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans With Disabilities Act", please notify County Clerk Kathy Brandt, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD 715-732-7760)

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement"), dated this 10th day of May, 2013 (the "Commencement Date"), is by and between Marinette County (hereinafter the "Owner"), whose address is 1926 Hall Avenue, Marinette, Wisconsin 54143 and **Time Warner Cable Midwest LLC, a Delaware limited liability company d/b/a Time Warner Cable**, by itself and on behalf of its affiliates (collectively, the "Operator"), whose address is 1015 Olentangy River Road, Columbus, OH 43212. Operator and Owner may individually be referred to as a "Party" or collectively as the "Parties."

1. Owner represents and warrants that Owner: (a) is the fee simple owner of the land, improvements, and building which constitute the Property (defined below) and has full power and authority to grant to Operator the rights set forth in this Agreement; or (b) through written agreement with the fee simple owner of the Property, has the full power and authority to grant to Operator the rights set forth in this Agreement.
2. In consideration of the mutual benefits and obligations set forth herein, Owner grants to Operator and Operator's employees, agents, and contractors a non-exclusive right of entry for ingress and egress to the property and building located at 1926 Hall Avenue, Marinette, Wisconsin 54143 (the "Property") for the purpose of installing, operating, repairing, replacing, removing, and maintaining all necessary equipment, including, without limitation, lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes and facilities (collectively, the "System") in order to sell, market, and provide Operator's cable television, data, Internet, telecommunication and other entertainment services (collectively, "Services") to occupants of the Property (collectively, "Occupants"). The rights granted hereunder shall be deemed to include a right for Operator to have access, and a right to use, all risers in the building, house wiring, utility easements, underground conduit, ducts, building entrance facilities, building utility entrance facilities, utility closets in the building, whether in common areas or in an Occupant's premises (with Occupants' approval), rights-of-way, private roads and other areas on the Property as reasonably required for the purpose set forth above.
3. The term of this Agreement commences on the Commencement Date and shall remain in full force and effect until the later of: (a) the date that is 5 years after the Commencement Date; or (b) the date that is 6 months after the date that Operator ceases to provide Services to Occupant(s) at the Property (the "Term").
4. Occupants, if they desire to receive Services, shall be charged and billed individually for such Services by Operator. Operator shall be responsible for any and all material damages directly caused to the Property by Operator's installation, operation, maintenance and removal of the System.
5. Ownership of all parts of the System shall be and remain the personal property of the Operator. No entity or person, other than Operator, may use any part of the System. Owner shall not, and Owner shall not authorize any third party to, tamper with, make alterations to, or remove any components of the System. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Operator shall install, operate and maintain the System on the Property at its own expense and in accordance with all applicable laws. If Owner requests, Operator shall submit for advanced approval the drawings and/or plans for the installation of the System, and such approval shall not be unreasonably withheld, conditioned, or delayed by Owner.
6. Operator agrees to maintain Commercial General Liability Insurance, with limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, sickness or death, and property damage.
7. This Agreement may be freely assigned by either Party, provided that the assignee agrees to be bound by all of the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives and assigns.

8. OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL OPERATOR OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

9. Owner reserves the right to grant other easements on or rights of access to the Property, but will not allow such other grants to interfere with the rights conveyed in this Agreement.

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Operator have executed this Agreement as of the date first written above.

Time Warner Cable Midwest LLC d/b/a Time Warner Cable

By: _____

Name _____

Its: _____

[PRINT OWNER'S NAME]

By: _____

Name _____

Its: _____

Phone _____

Email _____

PRIMARY SITE CONTACT (REQUIRED):

Print Name: _____

Phone Number: _____

Email: _____



PHD Roof Doctors, Inc.
 340 S Milwaukee St.
 Fredonia WI 53021
 262-692-3900

License:

Purchase Order

Order#: 1499

Date: 05/14/2013

Billed To: ABC SUPPLY CO.
 11111 W Lapham St
 West Allis WI 53214-3819

Project: UW MARINETTE CAMPUS RE-ROOF
 750 W. BAY SHORE ST
 MARINETTE WI 54143

You are hereby requested to provide the following materials/services to the above named project for the price listed below.

Ordered By: 406 - Carisa Deheck

Accepted By: _____ Date: _____

Part #	Description	Unit	Quantity	Price	Amount
	Griffolyn Fabtape	rl	23.00	25.00	575.00
	Griffolyn T-65 20 x 100	Sqft	14,000.00	0.21	2,940.00
	ISO 1" x 48 x 96"	sqft	128.00	39.90	5,107.20
	Nailbase 3" with 2" airspace and 7/16 OSB	Sq	128.00	183.70	23,513.60
	Nailbase screws 8"	ea	7,000.00	0.32	2,240.00
	Decra Shingle -Vintage Slate	bdl	393.00	56.95	22,381.35
	Synthetic Felt- Sharkskin	roll	13.00	118.00	1,534.00
	Owens Corning Weatherlok G Ice and water	roll	12.00	45.00	540.00
	Hi Perf Ridge Vent 22 ga Slope to slope shingle	lf	168.00	22.25	3,738.00
	End cap 22ga pre finished	ea	2.00	39.75	79.50
	Metal Era Hi-Perf Vented Fascia, Vented nailbase .04	lf	324.00	9.50	3,078.00
	Touch up kits	ea	10.00	15.50	155.00
	Tubes of caulk	tube	20.00	5.99	119.80
	Zinc coated screws for 1/4" x Hex 2	ea	13,000.00	0.05	650.00
	Short Course Clip	ea	40.00	9.11	364.40
	Dekra Rake Channel	ea	30.00	15.60	468.00
	Decra Roof to wall	ea	6.00	13.75	82.50
	Shingle underpan	ea	10.00	10.29	102.90
	PVC Coil (aka Woodgrain) Color tbd	roll	27.00	74.50	2,011.50
	Perma boot 4" New Construction	ea	2.00	17.99	35.98
				Subtotal:	69,716.73

Terms: All changes to quantity, specification or price must be approved in writing. All materials/services must be delivered to job site unless otherwise instructed in writing. Failure to deliver materials or services in a timely fashion will release contractor from any obligation to purchase implied by this order.

Subtotal:	69,716.73
Sales Tax:	0.00
Total Order	69,716.73