

AGENDA AND MEETING NOTICE
JOINT POWERS BOARD
CITY AND COUNTY OF BROOKINGS

SECOND QUARTER MEETING
Thursday, December 1, 2016 at 8:30 A.M.
Brookings City & County Government Center
3rd Floor Executive Session Room 312

AGENDA

- 1) Call to order, determination of a quorum
- 2) Approval of minutes from August 18, 2016
- 3) Budget update
- 4) Building update
- 5) Other business

Next meeting date: February 16, 2017.

BROOKINGS CITY/COUNTY JOINT POWERS BOARD MEETING THURSDAY, AUGUST 18, 2016

The Joint Powers Board met on Thursday, August 18, 2016 with the following members present: Keith Corbett, Stephne Miller, Patti Bacon, and Lee Ann Pierce.

REGULAR BUSINESS

Keith Corbett called the meeting to order and a quorum was established.

Motion by Miller, seconded by Pierce to approve the minutes from the Tuesday, June 7, 2016 Brookings City/County Joint Powers Board Meeting. All members voted "aye." Motion carried.

Assistant Brookings City Manager Kevin Catlin said ISS Cleaning Services was awarded the cleaning service bid. He said the bid came in at \$49,800.00.

IT Specialist Shawn Plowman updated the board on the battery replacement system. Plowman said there are two batteries that have two hours of backup battery. He said there are two failing strings of batteries, which need to be replaced. Plowman said they opted for the cheaper option, which is to go with replacing one of the batteries for approximately \$6,000.00.

Motion by Miller, seconded by Bacon to approve the battery replacement cost. All members voted "aye." Motion carried.

Catlin said the key card access was inaccessible due to the power outage a couple of weeks ago, and employees did not have a way of getting inside the building. Catlin said they purchased five additional master keys.

The board discussed setting a spending limit for employees to go by so they don't have to ask for the board's permission for every small item. Miller suggested having an email vote.

Catlin discussed the generator issue. Right now, Catlin said the generator is manual and not automatic. With the recent water issue in the basement of the building, Catlin said the generator will be tested on a monthly basis. Catlin said Service Administrator Jarrod Dummer would get a quote to switch the generator from manual to automatic. Pierce asked who was responsible for the generator in the event of an emergency. Miller said former Service Administrator Greg Miller took on that responsibility even though it was not in his job description. Now that Gregg Miller is retired, Miller suggested that it be included in the job description. Pierce suggested there be two people responsible for the generator; a city employee and a county employee.

The board directed Commission Department Director Stacy Steffensen and City Manager Jeff Weldon to make those decisions.

Catlin discussed the HVAC system. He said he will do more research on the humidity problem inside the building. Catlin said there will be an Active Shooter Training on August 23rd at 4:00 p.m. in the Chambers Room.

Catlin discussed the cleaning services. Catlin said there were backpack vacuums purchased for ISS Cleaning Services to use, but they are too heavy to carry. Catlin said they have money to purchase two new vacuums for them.

Motion by Corbett, seconded by Bacon to purchase two new vacuums for cleaning services. All members voted "aye." Motion carried.

Catlin discussed the water/sewage bill. Catlin said he did some research and found that they do not have an irrigation meter so they are being charged for water and sewer, which is making the dollar amount double in price. Also, Catlin said the sprinkler systems were going off five days a week. Catlin said he purchased an irrigation meter to help lower the bill, and set the sprinkler system to go off only two days a week.

Bacon thanked Catlin for his diligence with the bills.

Catlin discussed the emergency lights inside the building. Catlin said the emergency lights are starting to beep, which means they need to be replaced. He said they are \$200 apiece and there are roughly 93 emergency lights.

The board discussed the Mother's Room. Catlin said he received a quote from Robbins Construction for approximately \$16,000 to reconstruct the Mother's Room. Pierce said that quote seems pretty high, and asked if Catlin would get another quote.

Pierce said she thought the plan was to take a footprint of the current room, and not construct into a different area. Miller said Weldon and Steffensen were not in favor of putting the Mother's Room into the current space because the space is for future bathrooms. Miller said it may be prudent to discuss with Weldon and Steffensen what it will cost to re-construct the existing space.

Catlin received an inquiry about the planters outside of the building; the plants either dry up or they drown. He said he would do more research on the issue.

Motion by Bacon, seconded by Miller to adjourn. All members voted "aye." Motion carried.

It is the policy of Brookings County, South Dakota not to discriminate against the Handicapped of Employment or the Provision of Service. The County of Brookings is responsive to requests for communication aids and the need to provide appropriate access, and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

Jenna Peterson
Finance Assistant II
Brookings County

Published once at the approximate cost of _____.



Proposal

Sioux Falls SD Common Branch
3413 S GATEWAY BLVD
SIOUX FALLS, SD 57106-1555
Phone: 866-598-7001
Fax: 866-818-5508

TO: Brookings City Hall
PO Box 270
Brookings, SD 57006
Jared Thomas

Date: November 15, 2016
Project: BCCB Humidification

We propose to furnish the materials and/or perform the work described below for the net price of:
\$32,480.00

THIRTY-TWO THOUSAND, FOUR HUNDRED EIGHTY AND 00/100 DOLLARS

For the above price this proposal includes:

The following proposal is to supply a humidification system to the main Air Handling Unit (AHU) at Brookings City County building and presented by Johnson Controls, Inc.

This will be a TURNKEY project with all materials, labor, taxes and permits included. During this project the AHU will be required to be shut down for short periods of time. A dispersion tube will be installed in the supply ductwork, and the electric humidifier placed near the tube, new piping will be run between the humidifier and dispersion tube. A water feed line will be run from a water softener (supplied by Brookings) to the humidifier. New conduit and wiring will be run between the power panel and the humidifier.

A humidity sensor will be installed in the return air duct and the METASYS programming will be re-written to provide return air RH Control.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Dec. 16, 2016

Brookings City Hall

Johnson Controls, Inc.

Name: _____

Title: _____

Date: _____

PO: _____

Name: Thomas M. [Signature]

Title: Account Representative

Date: November 15, 2016

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.