



Public Works, Parks & Facilities Committee

Robert Grove, Chair
Tom Hincz, Vice-Chair
Monte G. Osterman, Secretary
Mike Dawson
Katlynn Gills, Youth in Governance Representative
Jillian Humphreys, Youth in Governance Representative

Nick Demske
Fabi Maldonado
Tom Kramer

MEETING NOTICE

DATE: November 14, 2019 (Thursday)

TIME: 6:00 p.m.

PLACE: PUBLIC WORKS & DEVELOPMENT SERVICES CONFERENCE ROOM
Ives Grove Office Complex
14200 Washington Avenue
Sturtevant, Wisconsin 53177

This location is handicap accessible. If you have other special needs, please contact the Public Works & Development Services Department at (262) 886-8440.

AGENDA

1. Call to order
2. Review and possible approval of the September 26, 2019 summary minutes
3. Public comments (limited to 15 minutes, 3 minutes per speaker)
4. Review, discuss and possible action regarding a request to allow landscaping project to remain within County Highway Right of Way.
5. Review, discussion and possible recommendation on a resolution authorizing the purchase of a Trimble GPS System from the 2019 Over-recovery PBM account and from the 2019 Capital Budget for the Racine County Public Works Fleet division.
6. Review, discussion and possible recommendation on a resolution authorizing the purchase of three sets of portable rumble strips for traffic control from the 2019 PBM account.
7. Communications and referrals
8. Miscellaneous Public Works business
 - Next scheduled PWPFC meeting: December 12, 2019, if needed.
9. Adjournment

RACINE COUNTY PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE MEETING
THURSDAY, September 26, 2019 - SUMMARY MINUTES

DRAFT

(NOTE: Audio recording from Racine County is available upon request. These minutes are intended as a summary of actions taken by the Committee and do not include verbatim or detailed accounts of all comments made by staff, the Committee and members of the general public present at the meeting.)

Public Works-Development Services Conference Room
Ives Groves Office Complex
14200 Washington Avenue
Sturtevant, WI 53177

Committee Present: Robert Grove, Tom Hincz, Monte G. Osterman, Mike Dawson,
Nick Demske, Fabi Maldonado

Members Excused: Tom Kramer

**Youth in Governance
Representatives Present:** Katlynn Gill, Jillian Humphreys

Staff Present: Julie Anderson, Public Works & Development Services Director
Dave Prott, Parks and Highways Superintendent
Roley Behm, County Engineering Manager
Alex Valley, County Civil Engineer

Also, Present: Jim Chervenka, resident at corner of USH 45 and 7 Mile Road
Martha Hutsick, Quarry Lake Park Friends Group

1. Call to Order, Roll Call

The meeting was called to order at 6:00 p.m. by Chairman Robert Grove.

2. Approval of the August 13, 2019, Summary Minutes

SUPERVISOR Monte OSTERMAN MOVED, seconded by, Supervisor Maldonado, to approve the August 13, 2019 summary minutes.

YOUTH REPRESENTATIVES' ADVISORY VOTES:

Youth Representative Gill: aye

Youth Representative Humphreys: aye

Motion carried unanimously. **VOTE: 6/0**

3. Public Comments (limited to 15 minutes, 3 minutes per speaker). NONE

4. Review, discussion and possible recommendation on a report authorizing the purchase of a barrier lift from the excess proceeds from the 2019 Capital Budget for the Racine County Public Works Fleet Division.

Dave Prott presented this item and explained to the Committee that the barrier lift is a piece of equipment that moves jersey barriers without a chains system "old technology" and is a much safer way to move barrier walls. The cost for this new piece of equipment is \$4500.00.

SUPERVISOR Monte OSTERMAN MOVED, seconded by, Supervisor Dawson, to approve this purchase.

YOUTH REPRESENTATIVES' ADVISORY VOTES:

Youth Representative Gill: aye
Youth Representative Humphreys: aye

Motion carried unanimously. **VOTE: 6/0**

5. Review, discussion and possible recommendation on a report authorizing the purchase of an air conditioning refrigerant, recovery, recycling, and recharge machine from the excess proceeds from the 2019 Capital Budget for the Racine County Public Works Fleet Division.

Dave Prott presented this item to the Committee. He explained that currently all air conditioning recharging must be done at outside shops/vendors at a high cost. Most vehicles and equipment have air conditioning units. County staff is trained to recharge air conditioning units and it makes economic sense to bring this in-house for staff to manage. The cost of the "RRRR machine" is \$7,500.00.

The Committee agreed that this makes sense to do this recharging in-house and that the price seems reasonable.

SUPERVISOR Monte OSTERMAN MOVED, seconded by Supervisor Demske, to approve this purchase.

YOUTH REPRESENTATIVES' ADVISORY VOTE:

Youth Representative Gill: aye
Youth Representative Humphreys: aye

Motion carried unanimously. **VOTE: 6/0**

6. Review, discussion and possible recommendation on a resolution authorizing and approving the transfer of funds into the Racine County Parks Capital Account for the purchase of professional services from Caleb Barth-Baird Engineering for design completion of the Eagle Lake dock wall and boat ramp.

Prott explained that the design work started on this project and the funding allocation for the engineering firm was not enough to cover the cost of the work. There is an additional \$16,730.00 needed to pay to complete the work by the contractor for engineering, DNR review and permits. The total cost of this engineering work is about \$58,000.00. It is possible that the construction could begin in 2020. This area of the Lake is also known as "Hermes Landing."

Discussion followed about the specific title of the Resolution. It was decided that the title of the Resolution should be clarified to the effect that this money is to purchase professional services from Caleb Barth-Baird Engineering for completion of engineering for the Eagle Lake dock wall and boat ramp.

SUPERVISOR Nick DEMSKE MOVED, seconded by Supervisor DAWSON, to recommend approval of the Resolution. Supervisor Monte OSTERMAN asked to amend the Resolution to change the title as reflected in these minutes. The initial maker of the motion and the second agreed to this clarifying amendment.

YOUTH REPRESENTATIVES' ADVISORY VOTE:

**Youth Representative Gill: aye
Youth Representative Humphreys: aye**

Motion carried unanimously. VOTE: 6/0

7. Review, discussion and possible recommendation on 2019 auction items from parks and highways divisions.

Anderson and Prott explained the auction item list and how it is prepared. Items that are deemed no longer usable by the County are put up for sale on "Wisconsin Online Surplus" website and anyone can place a bid for items listed for sale. There are minimum bids established and the County gets revenue from the sale of these items. Prott explained that we only place items into the auction every couple of years, so this is probably the first time this Committee has seen a list such as this.

SUPERVISOR Tom HINCZ MOVED, seconded by Supervisor OSTERMAN, to approve this list of auction items.

YOUTH REPRESENTATIVES' ADVISORY VOTE:

**Youth Representative Gill: aye
Youth Representative Humphreys: aye**

Motion carried unanimously. VOTE: 6/0

8. Review, discussion and possible recommendation regarding a Resolution authorizing a cost-share grant application and acceptance of funding through the WDNR for urban and community forestry projects for urban forestry catastrophic storm projects. (1st and 2nd reading requested at October 8th, 2019 County Board due to time-sensitive nature of the grant application.)

This is an annual grant that is due October 1 of each year. Last year, Racine County applied for this grant and did not get any money. Possible projects include paying for volunteers to help in parks, to treat Emerald Ash Borer infestations, tree planting on County lands, funding for County highway crews to mobilize human and equipment resources during storm clean up, etc.

There is a 50/50 grant match requirement, and this is evaluated on a project by project basis.

SUPERVISOR Tom HINCZ MOVED, seconded by Supervisor OSTERMAN, to recommend approval of this grant application and to move the Resolution to the County Board for 1st and 2nd readings on October 8, 2019.

YOUTH REPRESENTATIVES' ADVISORY VOTE:

**Youth Representative Gill: aye
Youth Representative Humphreys: aye**

Motion carried unanimously. VOTE: 6/0

9. Review, discussion and possible recommendation regarding a DRAFT Resolution authorizing the County to grant a water transmission line easement to the City of Racine Water Utility on portions of the Racine-Sturtevant Bike Trail for the purpose of providing improved services.

Anderson explained that this project is for expansion of water lines that cross a Racine County bike trail. The Resolution is not yet complete, but we are seeking an approval from the PWPF Committee as we await the final details of the easement for the language of the Resolution. This project does not involve any County dollars (expenditures) and the County may get money from the easement as the agreement is finalized.

Supervisor Monte OSTERMAN moved, seconded by Supervisor Demske, to approve this Draft Resolution subject to any adjustments needed after review by Corporation Counsel and staff prior to County Board action.

Youth Representative Gill: aye
Youth Representative Humphreys: aye

Motion carried unanimously. **VOTE: 6/0**

10. Project and site updates as requested by the PWPF Committee:

- **7 Mile Road Traffic/ Speed Study**
- **7 Mile Road and USH 45 Traffic Improvements**
- **Quarry Lake Park**

The Committee was briefed on the Quarry Lake Updates, including the work done in the water, the parking lot, lighting, fishing dock replacement, seawall safety work and dog park improvements. Also, mention was made to the Committee about Architectural plans being drafted to replace the existing restroom/visitor building likely in the 2021 budget. Martha Hutsick was in attendance and she expressed her thanks to the Committee and the staff for the updates and hard work that has been done at the Park to make it much nicer. This year there were many days when hundreds of people were at the park using the lake and beach for recreation and picnics. Dave Prott shared slides in a power point presentation to show various work done at the park.

Roley Behm and Alex Valley then discussed the speed study and various improvements being considered for the intersection of 7 Mile Rd and USH 45. The speed study from Walczak Road east along 7 Mile Road to USH 45 was just completed and data arrived from the traffic consultant on September 26, so the information was just off the printer. Preliminary data shows that traffic speeds in the 85th percentile are traveling at about 58.6mph. There is a lot of data to look at and interpret, and once staff has completed review of the data, the information will be sent to WISDOT for their review as they study USH 45 at 7 Mile Road intersection.

Jim Chervenka, a resident who lives near the corner of 7 Mile and USH 45 was present. He shared his concerns and observations with the Committee relative to cars approaching USH 45 along 7 Mile Rd and how the traffic behaves with the rumble strips in place. He said most of the crashes seem to be rear-end crashes, or people who stop at the stop sign and then pull out across USH 45 and get hit by cross traffic. Chervenka also noted that there are multiple speed limits along 7 Mile Road, ranging from 55 to 45 to 35 and 30mph.

One solution may be to add turning lanes in that area, and to add additional signs for clarification of the intersection. County staff also reported that the dynamic speed signs for placement along USH 45 by Drought School should be arriving for installation very soon, and that WISDOT has indicated they will be placing red flashing lights on top of the stop signs at the intersection of USH 45 and 7 Mile Rd.

Staff will provide more information to the Committee as it becomes available.
There was no action taken by the Committee for the update items on this part of the agenda.

11. Racine County Road Access Discussion

Roley Behm and Alex Valley provided a handout to the Committee with various slides that illustrate and explain the roles and responsibilities of Racine County relative to access points along County highways. There was discussion about the challenges staff has with determining safe access points along County highways when the land has been divided so much in the past that there are driveways in close proximity to one another. Discussion was held about Certified Survey Maps and how those are approved at the local level but without any input from Racine County relative to access points. This is a big problem. Safe access is of utmost concern to County staff and issuance of any driveway permits must take into consideration safe access points for all vehicular traffic entering or exiting the highway. The Committee directed staff to continue working on some possible solutions, up to and including creation of an Ordinance that requires review of land divisions across the County along County highways before a CSM is finalized and recorded. The staff will report back to the Committee as more information is gathered to further this discussion. The consensus of the group was that something needs to be done, especially with the increase in development and intense land uses around the County. No formal action was taken by the Committee.

12. Communications and referrals

Report No. 2019-19: County Executive appointing Dragica (Dee) Djurovic to the Racine Zoological Society Board of Directors.

SUPERVISOR Monte OSTERMAN MOVED, seconded by Supervisor HINCZ, to recommend approval of this appointment.

YOUTH REPRESENTATIVES' ADVISORY VOTE:

Youth Representative Gill: aye
Youth Representative Humphreys: aye

Motion carried unanimously. **VOTE: 6/0**

13. Miscellaneous Public Works business

- Next Scheduled PWPF meeting: October 10, 2019.
(Noted that Supervisor Demske has asked to be excused, as well as both of the YIG Representatives Katlynn Gill and Jillian Humphreys from the October 10, 2019 PWPF meeting.)

14. Adjournment

Supervisor Monte OSTERMAN moved, seconded by Supervisor Demske, to adjourn the meeting at 7:45pm.

Motion carried unanimously. **Vote: 6/0**

RACINE COUNTY PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE MEETING
WEDNESDAY, October 30, 2019 - SUMMARY MINUTES

DRAFT

(NOTE: Audio recording from Racine County is available upon request. These minutes are intended as a summary of actions taken by the Committee and do not include verbatim or detailed accounts of all comments made by staff, the Committee and members of the general public present at the meeting.)

Public Works-Development Services Conference Room
Ives Groves Office Complex
14200 Washington Avenue
Sturtevant, WI 53177

Committee Present: Robert Grove, Monte G. Osterman, Mike Dawson,
Nick Demske, Tom Kramer

Members Excused: Tom Hincz, Fabi Maldonado

Youth in Governance

Representatives Excused: Katlynn Gill, Jillian Humphreys

Staff Present: Julie Anderson, Public Works & Development Services Director
Dave Prott, Parks and Highways Superintendent

1. Call to Order, Roll Call

The meeting was called to order at 5:35 p.m. by Chairman Robert Grove.

2. Review, discussion and possible recommendation on a resolution by the Public Works, Parks and Facilities Committee authorizing the conveyance of county-owned land by permanent easement to the City of Racine Water and Wastewater Utility for installation of a water main along and beneath a bike path in the Village of Mt. Pleasant.
(1st Reading requested November 5, 2019 and 2nd Reading requested on November 12, 2019).

Anderson informed the Committee that they previously recommended to approve the draft resolution for this easement area, at their September 26, 2019 meeting. The language for the resolution is now complete and this is ready to move to the County Board for action. The permanent easement is approximately 3,000sf in area. There is a temporary easement that will be within an area of the permanent easement, for installation of a water main near the FoxConn development area in Mt. Pleasant.

Supervisor Monte OSTERMAN moved, second by Supervisor Dawson, to recommend approval of the resolution and move it to County Board for first reading November 5, 2019.

Vote: 5/0. Motion passed unanimously.

3. Review, discussion and possible recommendation on a resolution by the Public Works, Parks and Facilities Committee authorizing the conveyance of county-owned land by temporary construction easement within the permanent easement area to the City of Racine Water and Wastewater Utility for installation of a water main, including a staging and work area for the construction along and beneath a bike path in the Village of Mt. Pleasant.
(1st Reading requested November 5, 2019 and 2nd Reading requested November 12, 2019).

Anderson explained this is the same work area, but that this resolution authorizes a temporary easement within the permanent easement of the bike trail.

Supervisor Monte OSTERMAN moved, second by Supervisor Dawson, to recommend approval of the resolution and move it to County Board for first reading November 5, 2019.

Vote: 5/0. Motion passed unanimously.

4. Miscellaneous Public Works business

Anderson reported that there will likely be discussion and action items for the next meeting of the PWDFC on November 14, 2019. Prutt indicated he is working on a couple of items for that agenda that will be time sensitive and need action by the end of this calendar year.

Anderson also reported that CTH A is now open as the culvert replacement project is now complete. She also informed the Committee that she received a phone call from WISDOT staff on Friday October 25 indicating that STH 32 (Douglas Avenue) was nearing completion and that, weather dependent, the road might be open to traffic by November 1, 2019.

5. Adjournment

There being no further business, **SUPERVISOR Monte OSTERMAN MOVED, seconded by Supervisor Demske, to adjourn at 5:41 p.m. Motion carried unanimously. VOTE: 5/0**

December 3, 2019

RESOLUTION NO. 2019-

**RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE
AUTHORIZING AND APPROVING THE TRANSFER OF FUNDS USING PERFORMANCE
BASED MAINTENANCE (PBM) PROCEEDS FOR THE PURCHASE FOR THE YEAR 2020
STATE MANDATED TRAFFIC SAFETY EQUIPMENT FOR THE RACINE COUNTY PUBLIC
WORKS FLEET DIVISION**

To the Honorable members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that in Racine County Public Works respectfully requests the use of \$67,084.54 from Account Number 6606441.453000, Performance Based Maintenance (PBM).

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that this will be equipping Racine County with the following safety devises: rumble strips, cribbing, retrieval system, distance measuring instruments, air horns / w clip, portable flagging radios and signs.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the purchase of the ballpark groomer, as set forth in Exhibit "A" that is attached hereto, is authorized and approved to be funded by Public Works PBM account.

Respectfully submitted,

1st Reading _____

**PUBLIC WORKS, PARKS AND FACILITIES
COMMITTEE**

2nd Reading _____

BOARD ACTION

Robert D. Grove, Chairman

Adopted _____

For _____

Against _____

Absent _____

Tom Hincz, Vice-Chairman

VOTE REQUIRED: 2/3 M/E

Monte G. Osterman, Secretary

Prepared by:
Public Works and Development
Services Department

Mike Dawson

Nick Demske

Fabi Maldonado

Tom Kramer

3
4 **WHEREAS**, the use of the new mandated traffic control equipment **“Road Quake**
5 **2 Folder (Rumble Strips)”** will be required and implemented for all State starting January
6 1, 2020; and

7
8 **WHEREAS**, Racine County shall adopt and use the new Wisconsin Flagging
9 Handbook procedures and use the new mandated traffic control equipment **“Road Quake**
10 **2 Folder (Rumble Strips)”** on all County roadways starting January 1, 2020 as County
11 policy and standards incorporating into internal work and safety rules for the Public Work
12 Department.

RoadQuake® Safety Systems

For faster, safer deployment and removal of RoadQuake® 2F Temporary Portable Rumble Strip (TPRS).

Components of RoadQuake 2F Safety Systems

RoadQuake Safety System benefits:

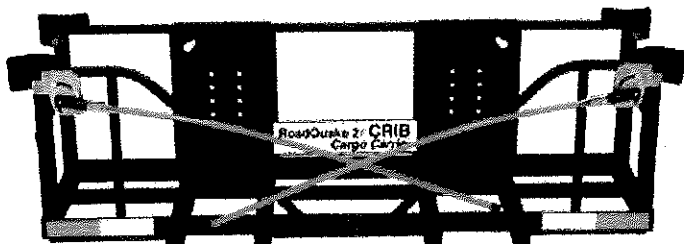
- Workers can deploy and move TPRS arrays faster.
- Workers are less exposed to traffic.
- CRIB and T-Handle reduce potential for superficial stress caused by lifting and carrying RoadQuake TPRS.

RoadQuake® 2F CRIB™ Cargo Carrier



CRIB is a fully integrated cargo carrier designed specifically for the transport, deployment, removal, storage and safekeeping of six RoadQuake 2F TPRS. CRIB holds a maximum of six RoadQuake 2F TPRS in their folded position.

RoadQuake® 2F CRIB™ XL Cargo Carrier



CRIB XL offers the same features and benefits as CRIB, but holds a maximum of 12 RoadQuake 2F TPRS.

RoadQuake® RAPTOR™



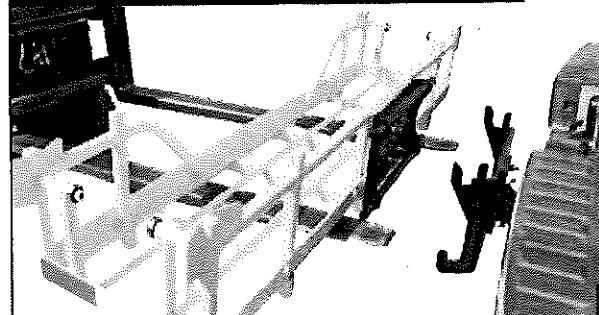
RoadQuake RAPTOR Rumble Strip Handling Machine transports, deploys, realigns and retrieves RoadQuake TPRS in work zones. RAPTOR keeps your workers off the road, and safer!

RoadQuake® 2F TPRS



Designed to reduce accidents and save lives, RoadQuake 2F TPRS alerts distracted drivers to changing road conditions, like work zones and checkpoints.

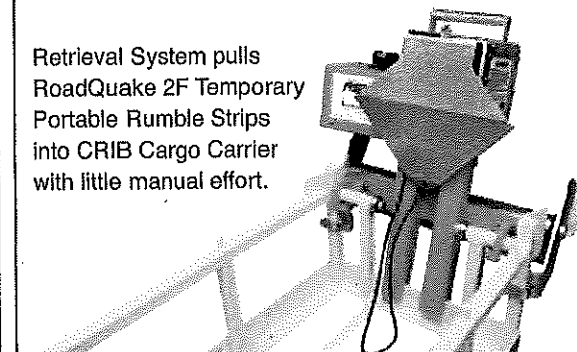
Quik-Detach™ CRIB™ Mounting System



With Quik-Detach, users can now attach or remove CRIB and CRIB XL Cargo Carriers with lifting equipment!

RoadQuake® 2F Retrieval System

Retrieval System pulls RoadQuake 2F Temporary Portable Rumble Strips into CRIB Cargo Carrier with little manual effort.



RoadQuake® T-Handle™

RoadQuake 2F T-Handle reduces possibility of superficial stress caused by lifting, carrying RoadQuake 2F TPRS.



QUOTATION

Decker Supply Co Inc.
 1115 O'Neill Ave
 PO Box 8008
 Madison WI 53708

Quote Number: 474460
 Quote Date: 10/28/19
 Page: 1
 Customer Phone: (262)886-8449
 Customer Fax: 262-886-8480

B RACINE COUNTY HWY DEPT.
I PUBLIC WORKS DIVISION
L 14200 WASHINGTON AVE
L STURTEVANT, WI 53177

S RACINE COUNTY HWY DEPT
H PUBLIC WORKS DIVISION
I 14200 WASHINGTON AVE
P STURTEVANT, WI 53177
 ATTN: BRETT MCDONALD

Entered By: JOSH
 Location:
 Account Cd: RACINYWI
 Salesperson: 7250

RFQ Number:
 Ship Via: UPS/SDS
 Taxable: Y
 Pmt Terms: NET 30

Line	Order Qty	Part Number	Description	Price	UM	Ext Price	Est Ship
1	18.00	RU-132110BKRA-B	ROAD QUAKE 2 FOLDER 132" LONG, FOLDS TO 66" * STATE CONTRACT PRICING *	\$1,550.0000	EA	\$27,900.00	11/07/19
2	4.00	RU-CRIB-01-SS-C	ROAD QUAKE 2F CRIB INCLUDES 2 T-HANDLES (1 BOX) & HITCH (1 BOX) - WITH T-HANDLE HOLDER AND CRIB MARKERS * OPTIONAL ADD-ON *	\$1,675.0000	EA	\$6,700.00	11/07/19
3	4.00	RU-CRIB-QD	QUICK DETACH FOR RQ2F CRIB, W/PLATES, LOCKS, PINS, HARDWRE * OPTIONAL ADD-ON *	\$410.0000	EA	\$1,640.00	11/07/19
4	4.00	RQ2FRETRIEVAL	ROAD QUAKE 2F RETRIEVAL SYSTEM W/CASE, BATTERY & CHARGER, 2 ROLLER BRACKETS, REMOTE AND WIRED CONTROLLER * OPTIONAL ADD-ON *	\$5,868.7500	EA	\$23,475.00	11/07/19
			- FREIGHT INCLUDED - DELIVER O/T - SALESPERSON: JOSH				

Thank you for the opportunity
 of quoting.

Prices are good for 45 days
 from quotation date.

Subtotal: \$59,715.00
 Sales Tax: \$0.00
 Freight: \$0.00

Leonard, Todd

From: Carolyn Leimeister <carolyn@dicketool.com>
Sent: Wednesday, November 6, 2019 2:24 PM
To: Leonard, Todd
Subject: RE: Price Quote roll up signs and stands

PLEASE NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Todd:

RUR48RS64-100SP-WI: \$80.00 ea. $\times 8 = \$640.00$
RUMBLE STRIPS AHEAD

RUR48RS64-100SP-WI: \$80.00 ea. $\times 10 = \$800.00$
END ROAD WORK

TF18-RUB: \$89.93 ea. $\times 18 = \$1618.74$
This is the new sign stand that is on the contract this year

UF2000W: \$130.66 ea.
This was the sign stand on last year's contract.

Thank you!

\$ 3058.74

From: Leonard, Todd [mailto:Todd.Leonard@racinecounty.com]
Sent: Wednesday, November 06, 2019 2:06 PM
To: carolyn@dicketool.com
Subject: Price Quote roll up signs and stands

Carolyn,

Looking to get prices on Roll up signs and stands for these.....

8-Rumble strip ahead

10-End Roadwork

Thanks,

Todd Leonard



BAYCOM

serious mobility
when it matters most

Dave Feiler
W239 N2890 Pewaukee Road
Pewaukee, WI 53072
D: 414-546-7625
dfeller@baycominc.com

Racine County DPW
Attn: Brett McDonald

11/6/2019

SUBJECT: CP200D VHF Portable Radio / 11062019

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL #	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	AAH01JDC9JC2AN	Motorola CP200 Portable Radio VHF, 16 Channel, 5 Watts. Includes: Charger, Spring Action Belt Clip, Antenna, Battery and a TWO Year Parts and Labor Warranty (Depot Service)	\$441.00	\$1,764.00
		OPTIONS		\$0.00
0	PMMN4013	Remote Speaker Microphone	\$73.50	\$0.00
		Prices Include Programming		\$0.00
			EQUIPMENT COST:	\$1,764.00
			SHIPPING:	\$26.00
			PURCHASE PRICE:	\$1,790.00

Payment With Order: NET 10 Days
Quotation Good for 30 Days.

Approved By:

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions Please Contact Dave Feiler at 414-546-7625.

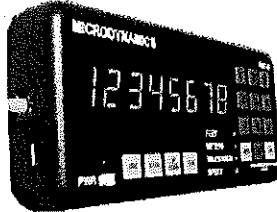
Signature: _____

Date: _____



Products > Distance Measuring Instruments >

DOT-Z1 Pro



DOT-Z1 Pro is a versatile vehicle mounted DMI (distance measuring instrument) offering the most complete set of operating features.

The most commonly used features are:

- Measures precise distance in feet, miles, and meters. Measures both traversed distance and aerial distances.
- Measures precise speed in mph, fps, and kph.
- User selectable signalling source, Vehicle Speed Sensor or GPS.
- Event/Data logging to log multiple fields just as a user-defined event numbers, speed, aerial and traversed distances, and GPS coordinates.

DOT-Z1 Pro DMI Distance Measuring Instrument

Plug and Go!

Plugs in Seconds!

- High accuracy GPS-based measurements providing unparalleled accuracy and information.
- Easiest installation ever in a DMI. Just plug into your vehicle's 12V outlet. No calibration necessary!
- Portability like a cell phone...move from vehicle to vehicle within seconds.
- Measures distance in feet, miles, and kilometers.
- Measures speed with 0.1 mph/kph precision.
- Event-logging and GPS-tracking capability providing aerial distances, GPS coordinates, and more.
- USB interface for easy and fast data retrieval.
- Large 8-digit LED display, one touch and menu-driven interface.
- Limit-less possibilities with optional customizations.

The simplicity of operations, reliability, and accuracy make it the singular solution to almost any application that relates to distance, time, and speed. The non-volatile memory and USB interface offers a new concept of real time integrated surveying. The USB interface appears exactly like a RS-232/COM port on a PC, even allowing legacy applications based on RS-232 to work with the instrument. Events and markers can be stored and later retrieved via menus or through USB.

In addition, the Pro model offers a high performance GPS receiver that implements extremely high sensitivity, super fast updates, and extreme accuracy using advanced algorithms. It can also be used to store GPS coordinates, calculate and measure distances and speed. Unlike other DMI GPS solutions, the DMI-Z1 Pro uses an internal GPS module and avoids the additional hassle of an external GPS module.

The instrument utilizes new and improved algorithms for greater accuracy in measuring distance. A high performance microprocessor and solid-state circuitry make it reliable and impervious to interference and noise in a typical automotive environment. Unlike other DMIs, the DOT-Z1 does not need an external sensor to operate, making installation easier and lowering costs and maintenance.

Infinite expansion capabilities and utilities are offered via vast set of signals for peripheral equipment such as printers, laptop computers, paint marking systems, and remote controls. We offer customizations for suit almost any task or application for a nominal fee.

Features

- 8 Digit Large LED Display
- High Accuracy: 0.5 ft / mile, via a 4-digit calibration number (compared to 3-digit used by other DMIs)
- Small Size: 6.5 x 2.9 x 1.1 (inches)
- Sensor-less Design
- Auto Calibration
- Auto Distance Conversions
- Distance: Feet, Miles/10000, Meters
- Speed: MPH/KPH/FPS/FPM
- Distance Preset
- Auto Bidirectional Count
- Upgradeable Firmware using USB
- Storage - 40,000 Events
- USB Interface

Applications

- D.O.T.s, Public Works, Consultant/Contractors
 - Planning, RCI, Maintenance, Construction, Traffic Studies, Highway Inventory, Material Estimation and Sign Inventories
- Utility Companies
 - Cable and Pipe Length Requirements, Mapping and Related Inventory/Planning
- Police Departments
 - Accident and Speed Studies
- Movers, Carriers, Trucking, School Districts

Your shopping cart

[Continue shopping](#)

Description	Quantity	Total
DOT-Z1 Dist... more	<input type="text" value="- 4 +"/>	\$2,396.00
	Remove	

Order Summary

Item total	\$2,396.00
Total	\$2,396.00 USD

 [Check out](#)

or

[Check Out](#)

[Pay without a PayPal account](#)

Powered by

[Quick Order](#)

[Contact Us](#)

[Resource Center](#)

[My Account](#)

Shopping Cart

Product Details



Sonic Blast Air Horn with Clip
SKU:15184D

Price

\$12.80
Each

QTY

Subtotal

\$102.40

Order summary

Subtotal

\$102.40

Estimate Tax

\$7.45

Estimate Shipping & Handling

\$14.95

Order Total

\$124.80

LIVE CHAT

RESOLUTION NO. 2019-

RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE AUTHORIZING THE TRANSFER OF \$114,330.00 FROM THE PUBLIC WORKS AND DEVELOPMENT SERVICES – HIGHWAY PERFORMANCE BASED MAINTENANCE 2019 BUDGET TO THE PUBLIC WORKS – CAPITAL EQUIPMENT 2019 BUDGET AND AUTHORIZING THE CAPITAL PURCHASE OF A TRIMBLE GPS SYSTEM FOR THE PUBLIC WORKS FLEET DIVISION

To the Honorable members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds as set forth in Exhibit "A," that is attached hereto, from the Public Works and Development Services – Highway 2019 Budget to the Public Works and Development Services – Capital Equipment 2019 Budget and the capital project to purchase of a Trimble GPS System for the Public Works Fleet Division is authorized and approved.

Respectfully submitted,

1st Reading _____

PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE

2nd Reading _____

BOARD ACTION

Robert D. Grove, Chairman

Adopted _____

For _____

Against _____

Absent _____

Tom Hincz, Vice-Chairman

VOTE REQUIRED: 2/3 M.E.

Monte G. Osterman, Secretary

Prepared by: Corporation Counsel

Mike Dawson

Nick Demske

Fabi Maldonado

Tom Kramer

The foregoing legislation adopted by the County Board of Supervisors of Racine County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

Date: _____

Jonathan Delagrave, County Executive

3
4 **INFORMATION ONLY**

5
6 **WHEREAS**, a Trimble GPS System is a device used to grade County and State
7 roads after the roads are pulverized providing an accurate final grade prior to paving or
8 other maintenance activities; and

9
10 **WHEREAS**, this Trimble GPS System shall be purchased under a sole source
11 procurement; and

12
13 **WHEREAS**, Fabick Cat is the only area dealer of the Trimble System and will be
14 installing the system on Racine County's Case 865 grader #209; and

15
16 **WHEREAS**, the Trimble System will unilaterally expedite the efficiencies in the
17 grading process of Racine County roads; and

18
19 **WHEREAS**, the Trimble System will eliminate the necessity of grade stakes,
20 which can be a two to three-day process for (engineers/operators) County staff; and

21
22 **WHEREAS**, final product in new laid pavement (road ride quality) will be the best
23 possible using a grade program designed by the Racine County engineer team; and

24
25 **WHEREAS**, the operator will no longer be grading by eye, rather the grader
26 blade will be controlled automatically by the GPS program; and

27
28 **WHEREAS**, after the Trimble GPS System is installed and operators are trained
29 (included in purchase price), it is expected that grading times could be cut down to half
30 of what this current process takes; and

31
32 **WHEREAS**, the Trimble GPS System will allow Racine County to operate with
33 the aid of technology that shall improve efficiencies in time and improve the quality in
34 the final project objective (i.e., paving).

FABICK**CAT****"TO EVER SERVE OUR CUSTOMERS BETTER"**

Throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan

September 9, 2019

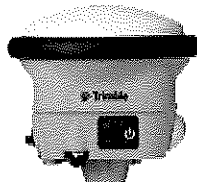
Company: Racine County Highway Dept.

Trimble GPS Rover

The following factory and dealer options are included:

Trimble SPS986 GPS Rover Combo Includes:

- * 1 – SPS986 GPS Receiver with an internal 900MHz Radio
- * 3 – Lithium Ion Batteries
- * 1 – 2 Slot Battery Charging Tray
- * 1 – Adjustable Aluminum 2 Meter GPS Range Pole
- * 1 – Bi-Pod
- * 1 – Data Collector with SCS900 Software for Roads and Sites
- * Misc: Charging cables, USB computer cables etc.

**TSC7/986 Rover Combos:****\$30,000.00**

*** Data Collector or Tablets are Window 10 based and come with Siteworks and Advance Measurement Software for Roads and Sites. The TSC7 also comes with the new Siteworks Software and either SCS900 or Siteworks may be Utilized for Data Collection**



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*** They also come with the following hardware: Charging cable, USB for computer update file transfer, and bracket to attach to a range pole.**

Trimble Rover/ Combo:

\$30,000.00

*** Warranty: 3 years from the time of sale**

* Training for on-site and Phone.

* Support/Loaner Program

We believe the equipment as quoted will exceed your expectations. On behalf of Fabick Cat, thank you for the opportunity to quote Accugrade and Trimble Technology Products.

Sincerely,

Brad Ebelt

Product Specialist

bradley.ebelt@fabickcat.com

920.382.5230

'This proposal is good for 30 days'



"TO EVER SERVE OUR CUSTOMERS BETTER"

Throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan

September 9, 2019

Company: Racine County Highway Dept.

As requested here is a quote to add Dual GPS with cross Slope to a Case 865 motorgrader serial number N9AF04562 to be installed on the machine with automatic blade functions.

Single sonic tracer option. The Sonic Tracer will work with the 3D or 2D cross slope system to provide guidance from a string line, existing ground or curb.

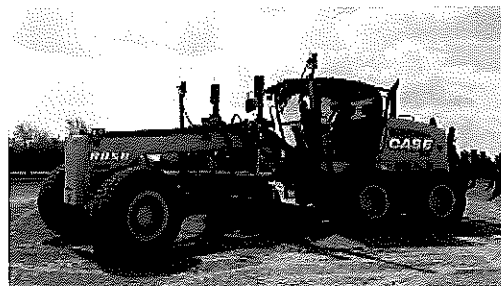
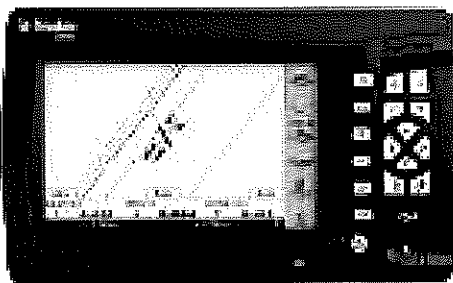
The following factory and dealer options are included:

Trimble GPS Systems Includes:

- * 1 - CB460 Display
- * 2 -- MS99X GPS Receivers
- * 1 -- SNR9XX GPS/900Mhz Radio
- * 1 -- SNM941 Cellular Radio (allows customer to operate machine without a base station)
- * Misc: All Masts, Sensors and Cables, FULL Machine Automatics with Slope and Elevation Control of Machine Blade

Single Sonic Tracer kit Systems Includes:

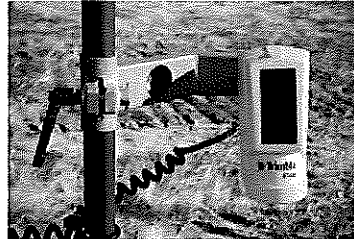
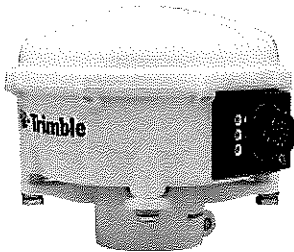
- *1 -- ST400 Sonic Tracer
- * Misc: Coil Cables, Mounts, Pole, and Hardware, FULL Machine Automatics to Control of the Machine Blade





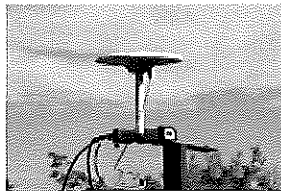
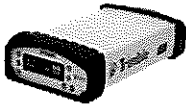
"TO EVER SERVE OUR CUSTOMERS BETTER"

Throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan



Trimble SPS855 Base Station Includes:

- * 1 – SPS855 GPS Receiver with internal 10hr battery and 900Mhz Radio
- * 1 – Zephyr Geodetic Model 2 GPS Antenna
- * 1 – 2 Meter Fixed Tripod
- * Misc: Charging cables, extended range 5db gain 900Mhz radio kit, adaptors etc.



Trimble Dynamic Roll Dual GPS System Installed:

\$78,000.00

Trimble Promotion Program Base Station Included with Grader Machine Control:

\$20,000.00 Savings

*Optional Sonic Tracer Add on Kit if Needed:

\$3,000.00

- * **Warranty: 3 years from the time of sale**
- * Training for on-site and Phone.
- * Support/Loaner Program
- * Trucking for machine installation **NOT** included



"TO EVER SERVE OUR CUSTOMERS BETTER"

Throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan

We believe the equipment as quoted will exceed your expectations. On behalf of Fabick Cat, thank you for the opportunity to quote Accugrade and Trimble Technology Products.

Sincerely,

Brad Ebelt

Product Specialist

bradley.ebelt@fabickcat.com

920.382.5230

'This proposal is good for 30 days'

CLEAR FORM

SAVE FORM



JFTCO, Inc.
EQUIPMENT PURCHASE ORDER
 (WISCONSIN)

JFTCO, Inc.
 D/B/A FABCO Equipment, Inc.
 11200 W. Silver Spring Rd., Milwaukee, WI 53225
 Phone: (414) 461-9100 | Fax: (414) 461-8899

By signing this Purchase Order below ("Purchase Order"), the buyer described below ("Buyer") agrees to purchase the equipment described below ("Equipment") from JFTCO, Inc. ("Seller") on the terms and conditions described herein including without limitation the Terms and Conditions of Sale on page 2 of this Equipment Purchase Order.

DATE: 12/01/2019	BUYER #: 1261314	BUYER PO #:	TERRITORY MANAGER: Lovrine
BUYER'S NAME: Racine County Hwy Dept		NAME OF BUYER'S AGENT: Todd Kortendick	
ADDRESS 1: 14200 washington Ave	ADDRESS 2:	COUNTY: Racine	
CITY: Sturtevant	STATE: WI	ZIP: 53177	PHONE: (262) 886-8470 FAX:
SALES CONTACT:	SUPPORT CONTACT:	POINT OF POSSESSION: Milwaukee	

QTY	UNIT #	MAKE, MODEL, DESCRIPTION OF EQUIPMENT	SERIAL NUMBER	CASH PRICE
1		Trimble GPS Motorgrader 3Dw/1-Sonic System and Base/Rover		\$111,000.00
FINANCIAL ARRANGEMENTS:			TOTAL SELLING PRICE:	\$111,000.00

BILL OF SALE FOR TRADE-IN EQUIPMENT, if any
 If Buyer is trading in equipment in connection with the purchase of Equipment from Seller, Buyer hereby bargains, sells, transfers, conveys and delivers to Seller the trade-in equipment described below (the "Trade-In Equipment") in exchange for the consideration described herein. By signing below, Buyer represents and warrants to Seller that the Trade-In Equipment is free and clear of liens, debts, mortgages, encumbrances and other security interests other than those shown on line II below. Buyer assumes all risk of loss and damage to the Trade-In Equipment until delivery to Seller at Seller's premises.

ACKNOWLEDGMENT _____ Initials of Buyer
 ACKNOWLEDGMENT _____ Initials of Territory Manager

YEAR	MFG#	MODEL	SERIAL NUMBER	TRADE ALLOWANCE
I. TOTAL TRADE ALLOWANCE				\$0.00
II. LESS AMOUNT OWED TO:				
III. NET TRADE ALLOWANCE (I-II)				\$0.00

FINANCIAL PURCHASE DETAILS	
1. TOTAL SELLING PRICE:	\$111,000.00
2. RENT ALLOWED:	
3. NET TRADE ALLOWANCE - ITEM III AT LEFT:	
4. NET AFTER RENT CREDIT & TRADE:	
5. WI SALES TAX: 5.0% CTY SALES TAX: %:	
6. ACCRUED INTEREST CHARGES:	
7. PURCHASE PRICE NET: (TAX, TRADE & INTEREST)	
8. CASH DOWN PAYMENT:	
9. BALANCE DUE:	

Unless otherwise provided herein, Buyer shall pay Seller the purchase price for Equipment specified on line 7 above (the "Purchase Price") on or prior to Seller's delivery of Equipment. If Buyer requests and qualifies, Seller may agree to finance the Purchase Price subject to the terms of Seller's current credit policies and the terms of the JFTCO, Inc. Accounts Receivable System Agreement, which are incorporated into this Contract by reference.

MANUFACTURER'S LIMITED WARRANTY ON EQUIPMENT, IF ANY
 Buyer acknowledges that Seller provides no warranty on Equipment. Please refer to the Terms and Conditions of Sale attached hereto for more detail. Seller will check the appropriate box below.

<input checked="" type="checkbox"/>	NEW-	If this box is checked, a Caterpillar, Inc. ("Caterpillar") limited warranty, if any, may apply to Equipment. Any such warranty provided shall be given to Buyer under a separate document, the receipt of which is hereby acknowledged by Buyer.
<input type="checkbox"/>	NEW-	If this box is checked, a limited warranty from another manufacturer, if any, may apply to Equipment. Any such warranty provided shall be given to Buyer under a separate document, the receipt of which is hereby acknowledged by Buyer.
<input type="checkbox"/>	USED-	IF THIS BOX IS CHECKED, BUYER ACKNOWLEDGES THAT EQUIPMENT IS USED AND SOLD "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES, UNLESS OTHERWISE SPECIFIED IN WRITING BELOW ON THIS PURCHASE ORDER.

ACKNOWLEDGMENT _____ Initials of Buyer
 ACKNOWLEDGMENT _____ Initials of Territory Manager

Accepted and Agreed:
 JFTCO, INC.: _____ (Date)

Accepted and Agreed:
 BUYER OR BUYER'S AGENT: _____ (Date)

 Authorized Signature

 Authorized Signature

 Print Name and Title
 Seller

 Print Name and Title
 Buyer

Terms and Conditions of Sale

1. CONTROLLING PROVISIONS. These Terms and Conditions of Sale together with the Purchase Order to which it is attached (the "Contract") constitute an offer by Seller to sell Equipment to Buyer. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Order. Buyer's acceptance of this offer is limited to the terms contained in this offer. Unless otherwise agreed in writing, Seller objects to and rejects any additional, different or varying terms proposed by Buyer, and Seller's offer shall be deemed accepted without such additional, different or varying terms. **BUYER'S ORDER WILL BE ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN.** If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the terms of this Contract. This Contract is intended by Seller and Buyer to be the complete, exclusive, and final statement of their agreement. Any changes to this Contract must be in writing and signed by Seller and Buyer.

2. RISK OF LOSS; SHIPMENT. Seller shall deliver Equipment F.O.B. place of shipment (the "Facility"); and all risk of loss, damage or delay, and title to Equipment shall pass from Seller to Buyer upon Seller's delivery of Equipment to the Facility. All delivery dates are approximate. Delivery dates given by Seller are based on prompt receipt of all necessary information regarding the order. Unless otherwise stated in this Contract, Seller will use reasonable efforts to meet such delivery dates, but does not guarantee to meet such dates. Seller's failure to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind. Time for delivery shall not be of the essence.

3. DELIVERY DELAYS. Seller is excused from performance if performance is rendered impracticable by any accident; war or terrorism; delay, interruption in or failure of sources or subcontractors to supply materials and equipment; labor or transportation problem; flood, fire, earthquake or other act of God; or other causes and conditions that are beyond Seller's reasonable control; or any governmental orders, contracts, priorities, directives, requisitions or requests, whether or not voluntarily assumed. In the event of any such occurrence, Seller may, at its option and without incurring liability, prorate its deliveries, cancel all or any portion of the Contract and/or extend any date upon which performance is due hereunder.

4. CLAIMS, CANCELLATIONS AND RETURNS. Any claims by Buyer for breach of contract by Seller must be brought within one year of the act or omission on which the claim is based. Claims for errors in Equipment delivered must be made in writing to Seller within ten days after delivery. Failure to give such notice shall constitute Buyer's unqualified acceptance and waiver of all such claims. All undelivered Equipment may be cancelled by Buyer only upon written approval of Seller's authorized representative. In the event of any cancellation of an order by Buyer, Buyer shall pay Seller's reasonable costs and expenses. Buyer shall not alter or modify Buyer's order or any part thereof without Seller's prior written consent. Seller reserves the right to change the price, terms of payment and delivery dates for any Equipment affected by any alterations or modification to which Seller consents. No Equipment may be returned to Seller without Seller's prior written authorization and Equipment may be returned only on the terms or conditions specified in such authorization. Returned Equipment must be of current manufacture, unused and in resalable condition. Any cost incurred by Seller to put Equipment in first class condition will be charged to Buyer.

5. PRICES; PAYMENT TERMS. The Purchase Price for Equipment shall be as stated on the Purchase Order. Unless otherwise stated in this Contract, the Purchase Price is in U.S. Dollars, F.O.B. the Facility. Written quotations from Seller are void unless accepted within 30 days from date of issue. Seller's other publications are maintained as sources of general information and are not quotations or offers to sell. Unless otherwise stated in this Contract, payment terms are 100% of the Purchase Price due upon delivery. Notwithstanding the foregoing, terms of payment on all orders are subject to the prior written approval of Seller's credit department. If Buyer does not pay Seller any amount due under this Contract or any other agreement when such amount is due or if Buyer defaults in the

performance of this Contract, Seller may, without liability to Buyer and without prejudice to Seller's other lawful remedies (i) terminate Seller's obligations under this Contract; (ii) declare immediately due and payable all of Buyer's obligations to Seller; (iii) change credit terms with respect to any further Equipment; (iv) suspend or discontinue any further Equipment; and/or (v) repossess Equipment. Buyer agrees to reimburse Seller for all costs and fees including attorneys' fees and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge equal to the lesser of 2% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on Seller's demand. Buyer shall not set off amounts due to Seller against Buyer's claims against Seller. Seller may set off any amount due from Buyer, whether or not under this Contract, against any amount that may become due to Buyer hereunder.

6. TAXES; PERMITS. Unless otherwise specified on the Purchase Order, prices do not include any manufacturer's, sales, use or excise taxes, or other taxes, charges or duties. Buyer will pay or reimburse Seller on demand for all such taxes, charges and duties. The Purchase Price does not include the cost of any permits which may be necessary to use or operate Equipment, and Buyer is solely responsible for obtaining and paying all costs related to such permits.

7. SECURITY INTEREST. In partial consideration for Seller's sale of Equipment to Buyer, Buyer grants to Seller and Seller retains a security interest in Equipment sold to Buyer to secure all of Buyer's obligations to Seller under this Contract and all other obligations of Seller to Buyer. Buyer agrees to execute such documents and to take such actions as may be required by Seller to evidence or perfect the security interest granted herein. Seller is authorized in Buyer's name to take such actions as permitted under this Contract or applicable law, including signing Buyer's name, and Buyer appoints Seller as Buyer's attorney-in-fact for such purpose.

8. INDEMNITY. BUYER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER AND SELLER'S SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AFFILIATES, SUCCESSORS, ASSIGNS AND THIRD PARTY SUPPLIERS ("SELLER'S INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL DIRECT AND INDIRECT CLAIMS, DEBTS, ACTIONS, CAUSES OF ACTION, SUITS, DEMANDS, FINES, PENALTIES, JUDGMENTS, OMISSIONS, DAMAGES OR EXPENSES WHATSOEVER, INCLUDING ACTUAL ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR RELATING TO: (A) BREACH BY BUYER OF ANY REPRESENTATION, WARRANTY, COVENANT OR TERM CONTAINED IN THIS CONTRACT OR ANY LAW; (B) ANY DAMAGE TO OR DESTRUCTION OF PROPERTY, OR INJURY TO OR DEATH OF PERSONS CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY ANY INTENTIONAL, RECKLESS, NEGLIGENT OR OTHER ACT (OR FAILURE TO ACT) BY BUYER OR BUYER'S SHAREHOLDERS, OFFICERS, DIRECTORS, SUBCONTRACTORS, AGENTS, EMPLOYEES, AFFILIATES OR SUCCESSORS ("BUYER'S AGENTS"); OR (C) LOSSES, DAMAGES OR INJURIES CAUSED BY BUYER'S EQUIPMENT OR DUE TO IMPROPER APPLICATION OR USE OF EQUIPMENT BY BUYER OR BUYER'S AGENTS.

9. NO WARRANTY; LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES. UNLESS OTHERWISE PROVIDED IN THIS CONTRACT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to Buyer. This warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state. Any oral or written description of Equipment is for the sole purpose of identifying Equipment and shall not be construed as an express warranty. Prior to using or permitting use of Equipment, Buyer shall determine the suitability of Equipment for the intended use. Buyer

shall assume all risk and liability whatsoever in connection therewith. **IN ORDER TO MAINTAIN SELLER'S PRICING, SELLER'S AGGREGATE LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO SELLER BY BUYER FOR EQUIPMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OR LOST PROFITS.**

10. ASSIGNMENT. Buyer shall not assign this Contract without Seller's prior written consent. Seller may assign the Contract in whole or in part in connection with Seller's merger, to a purchaser of substantially all of Seller's assets or to any of Seller's affiliates. Subject to the foregoing, the Contract shall inure to the benefit of, and be binding upon, the parties' successors and assigns.

11. SURVIVAL. Sections 1, 5, 6, 8, 9 and 12 and any other provision the performance or effectiveness of which naturally survives, shall survive expiration or termination of the parties' agreement for any reason. Seller's remedies herein are cumulative and not exclusive of any other remedies available to Seller at law, by contract or in equity.

12. GOVERNING LAW. This Contract shall be governed by and construed according to the internal laws of the State of Wisconsin. This Contract shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Any cause of action, claim, suit or demand by Buyer allegedly arising from or related to the terms of this Contract or the relationship of the parties shall be brought in a court situated in Milwaukee, Wisconsin. Both parties irrevocably admit themselves to and consent to the venue and jurisdiction of said Court.

13. SEVERABILITY; WAIVER. The invalidity of any provision or clause of this Contract shall not affect the validity of any other provision or clause hereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

14. COMPLIANCE WITH LAWS; NOTICES. Buyer agrees to comply with all laws and regulations applicable to the purchase, transport, use, storage, sale, lease and/or disposal of Equipment.. Any notice required to be given to Seller shall be sent by registered or certified mail, return receipt requested, to the Branch Supervisor at the address stated in this Contract.

15. COUNTERPARTS; OTHER. This Contract may be executed by facsimile signatures and in counterparts, each of which shall be deemed an original instrument. The individual signing this Contract is authorized to sign this Contract on Buyer's behalf. **IF BUYER WISHES TO NEGOTIATE ANY ONE OR MORE DIFFERENT TERMS THAN THOSE CONTAINED IN THESE TERMS AND CONDITIONS OF SALE, INCLUDING HIGHER LIABILITY LIMITS, BUYER MAY DO SO.** However, any such change to this Contract must be in writing and signed by Seller's and Buyer's authorized representatives.

16. NOTICE FROM CATERPILLAR. In the event Equipment is equipped with Product Link, Buyer understands data concerning this Equipment, its condition and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Buyer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar recognizes and respects Buyer privacy. Buyer agrees to allow this data to be accessed by Caterpillar and/or its dealers.

Pratt, David

From: McKinney, Duane
Sent: Tuesday, September 10, 2019 3:25 PM
To: Pratt, David
Subject: RE: Document1 Trimble GPS Equipment Purchase

Yes this would be a great sole source.

From: Pratt, David <David.Pratt@racinecounty.com>
Sent: Tuesday, September 10, 2019 3:17 PM
To: McKinney, Duane <Duane.McKinney@racinecounty.com>
Subject: FW: Document1 Trimble GPS Equipment Purchase

Duane,

Please review attached materials. Can we do a sole source for this purchase?

Please advise.

Thanks Duane

From: Kortendick, Todd A. <Todd.Kortendick@racinecounty.com>
Sent: Tuesday, September 10, 2019 1:39 PM
To: Pratt, David <David.Pratt@racinecounty.com>
Subject: Document1 Trimble GPS